

## MATCHING GRANT AGREEMENT

Tierra de Rosas Public Plaza

This Matching Grant Agreement ("Agreement") dated as of  ("Effective Date") is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District"), a Special District formed pursuant to the California Public Resources Code, and Sonoma County Community Development Commission, a public body, corporate and politic (hereinafter "Grantee").

### RECITALS

A. *Program.* The District has a Competitive Matching Grant Program ("Program") by which it provides funding to cities, other public agencies and non-profit organizations on a competitive basis for open space projects that are consistent with the Expenditure Plan approved by Sonoma County voters in November 2006 as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure, Measure F.

B. *Application.* Grantee submitted an application under the District's 2022, Round 2, Program for funding toward the project, specifically for open space improvements to create a public park and gathering space in the Roseland neighborhood ("Project"). Grantee sought funding in the amount of Two Million dollars (\$2,000,000). District staff recommended inclusion of the Project into the Program, with funding in the amount of Two Million (\$2,000,000) ("Grant Funds"). This recommendation was reviewed by the Sonoma County Ag + Open Space Advisory Committee on June 22, 2023 and authorized by the District's Board of Directors on August 22, 2023 though a commitment to fund the Project was not made until , when the District Board of Directors approved this Agreement.

C. *Property.* The Property ("Property") related to this Project is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

D. *General Plan.* On March 10, 2023 Grantee's governing body/Board of Supervisors determined that the Project is consistent with Grantee's General Plan. On June 25, 2019, the project was approved by the City of Santa Rosa.

E. *California Environmental Quality Act*. On June 27, 2019, the CA Office of Planning & Research granted a Notice of Exemption to the project submitted by Sonoma County PRMD for the City of Santa Rosa (CEQA Statutory Exemption 15183).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## **AGREEMENT**

1. The foregoing recitals are true and correct and are incorporated into this Agreement.

### **2. GRANT REQUIREMENTS**

a. *District Grant*. Subject to all terms and conditions herein, the District shall provide Grant Funds to be used exclusively for eligible development and restoration costs, as described in the Work Plan to be approved by the District pursuant to *Section 3(a)*, below. No Grant Funds may be expended on operation and maintenance of the Project. The District's Grant Funds shall be expended by no later than August 22, 2028.

b. *Project Completion*. Project shall be completed no later than August 22, 2028.

c. *Matching Funds*. As its matching contribution to the Project, Grantee will provide \$1,922,390 ("Matching Funds") in funding toward the Project, as described in the Work Plan. No more than \$961,195 (50% of the total Matching Funds) may be spent on operations and maintenance costs and no more than \$480,598 (25% of the total Matching Funds) may be spent on Project management expenses, including those associated with Project planning such as plan development, CEQA analysis and compliance, permitting, approvals, and staff costs. In the event the Project includes restoration or development, these expenses must be specifically budgeted and accounted for in the Work Plan to be approved by the District. Matching funds shall be expended by: August 22, 2028. Grantee shall be required to report Matching Funds expenditures, consistent with *Section 3(b)*, until the Matching Funds expenditures equal the Grant Funds awarded.

d. *Conservation Easement*. Grantee shall grant a conservation easement ("Conservation Easement") to the District in a form acceptable to the District protecting the natural resources, scenic resources, and the recreational and educational value of the Property.

e. *Recreation Conservation Covenant.* Grantee shall execute a Recreation Conservation Covenant (“Recreation Covenant”) in a form acceptable to the District by which Grantee and its successors, accepts the affirmative obligation to use, operate and maintain the Property for low-intensity public outdoor recreation in perpetuity.

f. *Irrevocable Offer of Dedication.* Grantee shall execute an irrevocable offer of dedication of the fee interest in the Property in favor of the District (“Irrevocable Offer”) to secure its obligations under the Recreation Covenant for the benefit of the District.

g. *Public Access.* Subject to the terms and conditions of the Recreation Covenant, by no later than August 22, 2028, Grantee shall have completed all planning processes, met all regulatory requirements, and shall open the Property for low-intensity public outdoor recreation consistent with this Agreement, the Conservation Easement, and the Recreation Covenant.

h. *Operations and Maintenance.* Grantee shall use, manage, operate and maintain the Property in a manner consistent with the Conservation Easement and the Recreation Covenant. Grantee assumes all responsibility for costs of management, operation and maintenance of the Property. The District shall not be liable for any Property management, operation or maintenance costs.

### 3. PROCEDURAL REQUIREMENTS

a. *Work Plan.* Prior to the disbursement of any Grant Funds and no later than ninety (90) days from the Effective Date of this Agreement, Grantee shall submit for District approval a Work Plan to implement the Project. The District’s review of the Work Plan shall consider whether the Work Plan is consistent with this Agreement, the Conservation Easement, the Recreation Covenant, and the purpose of the Project, as defined by the District’s Program acceptance criteria as applied to Grantee’s application. Once approved by the District, the Work Plan (together with any exhibits thereto) shall be considered an addendum to of this Agreement and shall be specifically enforceable hereunder. The District’s review and approval of the Work Plan is not an entitlement or permit process of any kind. The Work Plan shall include:

- (i) A detailed description of the Project, including conceptual and, if available, construction plans;
- (ii) A timeline or schedule for Project implementation, including final Project implementation date; and
- (iii) A detailed budget, describing expenditure of the District’s Grant Funds as well as the Matching Funds identified to accomplish the Project.

When applicable the Work Plan may also include:

- (iv) A restoration planting success standards and planting maintenance plan; and
- (v) A corrective action plan for failure to meet restoration planting success criteria.

A sample form for the Work Plan required by this Agreement is attached hereto as Exhibit B. With prior written approval from District, Grantee may amend the Work Plan from time to time, provided that such amendments further the original purpose of the Project as defined by the District's Program acceptance criteria as applied to Grantee's application. and are consistent with the Grantee's Application, this Agreement, the Conservation Easement, and the Recreation Covenant. Amendments to the Work Plan, once approved by the District, shall comprise a further addendum to this Agreement and shall be specifically enforceable hereunder.

b. *Disbursement Conditions of Grant Funds.* The District shall not be obligated to disburse any Grant Funds unless and until the following conditions have been met:

- (i) The District's Board of Directors has approved funding for the Project, as evidenced by execution of this Agreement.
- (ii) Grantee has provided written evidence to the District that all permits and approvals necessary to implement the Project under applicable local, state and federal laws and regulations have been obtained.
- (iii) The Conservation Easement has been duly executed and recorded and Grantee is in compliance with the terms of the Conservation Easement.
- (iv) The Recreation Covenant has been duly executed and recorded and Grantee is in compliance with the terms of the Recreation Covenant.
- (v) A Work Plan has been approved pursuant to *Section 3* of this Agreement by the District.
- (vi) Grantee has provided required insurance coverage (as described in *Section 4(b)* of this Agreement and specified in Exhibit C.)
- (vii) Grantee has provided a current negotiated rate letter approved by a cognizant federal agency, an Indirect Cost Rate (ICR) plan, or current billing rates for Grantee's staff.

- (viii) Grantee has provided proof of compliance with the California Environmental Quality Act (CEQA), as applicable.

c. *Reimbursement Payments.* Grantee may submit reimbursement claims following District approval of the Work Plan and the Matching Grant Agreement. Grantee shall complete and submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in a form acceptable to the District containing at a minimum all the information in the sample form attached hereto as Exhibit D. Each invoice should be accompanied by a Performance Report as described in *Section 3(e)(i)*, below. The District will pay the claims of Grantee within 45 days of receipt of claims that comply with the following requirements: (i) claims must be complete and include adequate supporting documentation; (ii) claims must be only for eligible expenses as detailed in the approved Work Plan; and (iii) all claimed expenses must be demonstrated to be reasonable.

d. *Final Reimbursement.* In submission of the final request for reimbursement, Grantee shall ensure that the reimbursement claim filed with the District is labeled as final and includes photos documenting 100% implementation of the Project, attesting to Project's completion. This documentation of Project completion must be submitted as a final performance report prepared in accordance with *Section 3(e)(ii)* and shall accompany the final reimbursement request.

e. *Reporting Timeframes.*

- (i) Quarterly Performance Report. After the Work Plan is approved, Grantee shall complete and submit no less frequently than quarterly, a performance report ("Performance Report") demonstrating Grantee's progress under its approved Work Plan. The first Performance Report, consistent with the sample form provided in Exhibit E shall be submitted no later than ninety (90) days after the date the Work Plan is approved by the District. The Performance Report shall be in a form acceptable to the District's General Manager and shall include (i) a summary of the current status of the Project; (ii) a description of any challenges and opportunities encountered within the reporting period and how the Grantee will address them; (iii) percent of the Project implemented; (iv) amount(s) and source(s) of Matching Funds expended; and (v) percent of the Grant Funds expended.

- (ii) Final Performance Report. The Final Performance Report, consistent with the sample form provided in Exhibit F shall be submitted no later than 45 days after Project completion (“Final Performance Report”) demonstrating 100% implementation of the Project, including documentation that the District’s Grant Funds and the Grantee’s Matching Funds have been expended consistent with the terms of this Agreement, and that restoration monitoring and maintenance, if applicable, is underway. The Final Performance Report should include photos documenting; Project completion and installation of signs as required by Section 4(f).

#### 4. IMPLEMENTATION REQUIREMENTS

a. *Procurement*. In expenditure of Grant Funds for goods or services, Grantee shall comply with District’s competitive procurement procedures, including those required by laws applicable to a special district created by Public Resources Code section 5500 *et seq.* Alternatively, with District consent, Grantee may use its own competitive procurement procedures, provided that such procedures provide financial protection equal to or greater than those provided by the District’s competitive procurement procedures. Should Grantee desire to use its own competitive procurement procedures in lieu of District’s, Grantee shall submit its procedures to District for review and approval. If District, in its sole discretion, determines that Grantee’s procurement procedures are not sufficiently rigorous, District may deny the request and Grantee shall thereafter use District’s procurement procedures for all transactions undertaken in connection with Grant Funds or Matching Funds. In any event, District reserves the right to reimburse Grantee for only such costs it deems commensurate with the fair market value of the goods and services supplied.

b. *Insurance*. Grantee shall maintain the insurance specified in Exhibit C attached hereto and incorporated herein by this reference.

c. *Prevailing Wage*. With respect to any portion of the Project that constitutes the performance of a “public work” within the meaning of Labor Code section 1720, Grantee shall comply, and shall require compliance by all of its contractors, with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

d. *ADA Requirements*. Grantee shall ensure that the Project complies with all applicable requirements of the Americans with Disabilities Act (ADA) including, without limitation, providing fully accessible public access to the Property and all facilities and programs provided thereon.

e. *Non-Discrimination.* Grantee shall comply with all applicable federal, state and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis including, without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules and regulations required by law to be included in this Agreement are incorporated herein by this reference.

f. *Signs.* Prior to Project completion, Grantee/s shall erect at least one permanent sign, or shall incorporate a statement on an existing sign on the Property acknowledging the District's financial participation in the Project. Such signs shall: (i) be made of materials that are weather resistant; (ii) be located where they are easily read by the public; (iii) include, at a minimum, the District's logo (provided by District) and if possible the following language, "This Project was funded in part through the Sonoma County Agricultural Preservation and Open Space District's Community Spaces Matching Grant Program;" and (iv) be consistent with the signage language in the Conservation Easement. The number, design, wording, and placement of signs shall be submitted to the District's General Manager for review and approval.

## 5. PROJECT REVISIONS AND EXTENSIONS

a. *Changes to Project.* To maintain the integrity of the competitive Program, no substantive changes or alterations to the Project may be made without prior written consent of the District. As a condition of District's approval for any changes or alterations to the Project, Grantee shall amend the Work Plan as deemed reasonably necessary by the District.

b. *Project Implementation Extension.* The General Manager may grant a single extension of time of no more than two years for implementation of the Project in his or her sole discretion. The District's granting of an extension is dependent upon Grantee's ability to demonstrate that reasonable progress on the Project has been made, that the Grantee has been compliant with all provisions of this Agreement, the Conservation Easement, and the Recreation Covenant, and that the extension will result in successful implementation of the Project within the extended timeframe.

## 6. RECORD KEEPING

a. *Records.* Grantee shall maintain all financial, procurement, accounting, licenses, insurance, and Project and Program records related to the Project for no less than five (5) years after the completion of the Project.

b. *Records Access.* Upon not less than 24-hours advance notice, Grantee shall provide District with access during normal business hours to all financial, procurement,

accounting, licenses, insurance, Project and Program records related to the District's grant for no less than five (5) years after completion of Project.

c. *Annual Audit.* Grantee shall annually submit to District until Project Completion an annual audited financial statement within 6 months of the Grantee's previous fiscal year end. If a Grantee does not have an audit conducted, a biennial accountant review will be accepted in lieu of an annual audit with respect to that Grantee.

d. *Accounting Requirements.* Grantee shall maintain an accounting system that is in accordance with generally accepted accounting procedures and standards, and as such:

- (i) Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards.
- (ii) Provides a solid audit trail, including original source documents such as contracts, purchase orders, receipts, progress payments, invoices, timecards, and evidence of payment related to the Project.
- (iii) Provides accounting data so the total cost of the Project and each individual component can be readily determined.

e. *Fiscal and Project Monitoring.* The Project will be subject to compliance monitoring by the District. The monitoring may include examination of books, papers, accounts, documents or other records of Grantee as they relate to the expenditure of Grant Funds and Matching Funds.

## 7. GENERAL PROVISIONS

a. *Statutory Compliance/Living Wage Ordinance.* Grantee agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies ("Laws"), including but not limited to the County of Sonoma Living Wage Ordinance, to the extent applicable to the grant provided under this Agreement, as such Laws exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Grantee expressly acknowledges and agrees that this Agreement [is/may be] subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

b. *Access to Project Site.* The District shall have the right to enter and inspect the Project and Property upon 24-hours' notice to the Grantee for the purposes of ensuring compliance with this Agreement and progress of Project.

c. *Failure to Perform.* Failure by Grantee to comply with the terms of this Agreement may result in any or all of the following actions at the District's sole discretion:

- (i) If District reasonably determines that the Project will not be implemented or that the purposes of the Project will not be met within the timeframes provided herein, the District may cease all further funding and may commence and pursue all available legal remedies to recoup any and all Grant Funds disbursed to Grantee pursuant to this Agreement.
- (ii) District may seek specific performance of this Agreement in a court of competent jurisdiction. Grantee hereby agrees that the public benefits sought by this Agreement exceed the dollar amount of the grant and are impracticable or extremely difficult to measure. Grantee further agrees that, in the event of a breach of this Agreement by Grantee, reimbursement of the Grant Funds, alone, would be inadequate compensation and that, in addition to damages, the District shall be entitled to injunctive relief, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Specific performance, however, shall not be compelled if changes in circumstances have rendered such performance impossible or financially infeasible.

d. *Indemnification.* Grantee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to District, its officers, agents, and employees and to defend, indemnify, hold harmless, reimburse and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Grantee and its officers, agents, and employees, arising out of or in connection with this Agreement and/or the Project, whether or not there is concurrent negligence on the part of District, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of District. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is

ultimately determined that there is not a duty to indemnify. District shall have the right to select its own legal counsel at the expense of Grantee, subject to Grantee approval, which approval shall not be unreasonably withheld. The parties agree this indemnity clause shall not apply to claims arising exclusively out of the parties' separate rights and responsibilities under the Conservation Easement ("Easement Claims") and that all such Easement Claims shall be governed by the indemnity provisions of the Conservation Easement.

e. *Method and Place of Giving Notice, Making Submissions and Payments.*

Except as otherwise expressly provided herein, any notice, invoice, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or telecopy addressed as follows:

TO DISTRICT: General Manager  
Sonoma County Agricultural Preservation  
and Open Space District  
747 Mendocino Avenue  
Santa Rosa, CA 95401  
Telephone: (707) 565-7360

TO GRANTEE: Executive Director  
Sonoma County Community Development Commission  
P.O. Box 12025  
Santa Rosa, CA 95406

f. *Assignment and Delegation.* Grantee shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until such consent is received. The District's consent to a proposed assignment or delegation may be conditioned, withheld or denied by District for any reason or no reason.

g. *Amendment.* No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties.

h. *No Third-Party Beneficiaries.* Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

i. *No Waiver of Breach.* The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

j. *Merger.* This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

k. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

l. *Survival of Terms.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion, termination, or expiration for any reason.

m. *Time of Essence.* Time is and shall be of the essence of this Agreement and every provision hereof.

n. *Counterpart; Electronic Signatures.* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § *et seq.*), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

APPROVED:

**SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE  
DISTRICT**

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Misti Arias, General Manager

Date:

APPROVED:

**SONOMA COUNTY  
COMMUNITY DEVELOPMENT  
COMMISSION**

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Michelle Whitman, Executive Director

(The above signatory hereby warrants and represents he/she is authorized to execute this document on behalf of Grantee)

Date:

**Exhibits**

- A. Legal Description of Property
- B. Form of Work Plan
- C. Insurance Requirements
- D. Form of Reimbursement Claim
- E. Form of Performance Report
- F. Form of Final Performance Report

**EXHIBIT A**  
**Legal Description**

The land referred to is situated in the County of Sonoma, City of Santa Rosa, State of California, and is described as follows:

Remaining Lands, as shown on the Map of Roseland Village Phase 2, filed September 16, 2025, in [Book 861 of Maps, Pages 25-30](#), inclusive, Sonoma County Official Records.

APN: [125-111-057](#)

DRAFT

**EXHIBIT B**  
**[PROJECT TITLE]**  
**WORK PLAN**

*Sonoma County Agricultural Preservation and Open Space District  
Community Spaces Matching Grant Program*

**Applicant Organization and Project Manager Contact Information:**

Location/Address:

Assessor's Parcel Number:

District Matching Grant Funding: \$

Matching Funds (as stated in the MGA): \$

Estimated Total Project Cost: \$

**I. PROJECT DESCRIPTION**

This description should match the project summary that was included in the matching grant agreement.

**II. SCOPE OF WORK:**

Please describe what **District grant and Grantee Match funding will accomplish.**

Include specific information about project tasks, milestones, and anticipated outcomes using the following general task titles. Add sub-tasks as needed to describe in detail the work to be completed.

- **Task 1: Project Administration\***
- **Task 2: Planning, Design, Environmental Compliance and Permitting\***
  - 2.1 Planning
  - 2.2 Design
  - 2.3 Environmental Compliance
  - 2.4 Permitting
- **Task 3: Project Implementation/Construction**

Provide detailed sub-tasks for each step of the construction component (i.e. 3.1 site preparation, 3.2 trail construction, 3.3 native plant restoration.
- **Task 4: Operations and Maintenance\*\*** (*not eligible for grant \$, not to exceed 50% of total match*)

\*Activity 1 Project Admin and 2 Planning, Design, Env Compliance and Permitting combined cannot exceed 25% of total grant funds or 25% of total match funds.

\*\*Activity 4 Operations & Maintenance are not eligible for grant funding, and can not exceed 50% of total match funding.

### III. PROJECT SCHEDULE

Using the table below include anticipated dates of completion for the following project milestones as merited; include any other milestones important to project implementation.

- Finalize project plans
- Obtain necessary permits and CEQA compliance
- Send request for bids for construction
- Begin construction
- Complete construction
- Installation of signage
- Property implementation/construction complete and property opens to the public.  
Can be no more than five years from the date project was accepted into the matching grant program.
- District funds and match fully expended.  
Can be no more than five years from the date project was accepted into the matching grant program.
- Final Performance Report submitted to the District.  
Can be no more than five years from the date project was accepted into the matching grant program.

Using the tasks/sub-tasks noted above, provide a brief narrative of the project schedule and fill out the table below with additional details.

| TASK/SUB-TASK                                                            | DELIVERABLES | START DATE | END DATE |
|--------------------------------------------------------------------------|--------------|------------|----------|
| <b>Task 1:</b> Project Administration                                    |              |            |          |
| <b>Task 2:</b> Planning, Design, Environmental Compliance and Permitting |              |            |          |
| <b>Task 3:</b> Project Implementation/Construction                       |              |            |          |
| <b>Task 4:</b> Post project performance/Operations & Maintenance         |              |            |          |
|                                                                          |              |            |          |

#### IV. PROJECT BUDGET

As shown in the line-item Project Budget below, the [Grantee] will match the District's contribution of \$ \_\_\_\_\_ with \$ \_\_\_\_\_ [as identified in the matching grant agreement] from all match sources.

| Item/Task                                                                   | District Grant |            | Match (List Source) |                     |            |
|-----------------------------------------------------------------------------|----------------|------------|---------------------|---------------------|------------|
|                                                                             | Amount         | % of Total | Amount              | Status <sup>4</sup> | % of Total |
| Task 1. Project Administration <sup>1</sup>                                 |                |            |                     |                     |            |
| Task 2. Planning, Design, Environmental Compliance, Permitting <sup>2</sup> |                |            |                     |                     |            |
| Task 3. Project Implementation/Construction                                 |                |            |                     |                     |            |
| Task 4. Post Project Performance <sup>3</sup>                               |                |            |                     |                     |            |
| Total Project                                                               | \$0            |            | \$0                 |                     |            |

*Expand Line Item Budget with sub-tasks and additional detail as needed*

<sup>1</sup> Activity 1 and 2 combined cannot exceed 25% of total Grant Funds, or 25% of total Match Funds

<sup>2</sup> Activity 1 and 2 combined cannot exceed 25% of total Grant Funds, or 25% of total Match Funds

<sup>3</sup> Operations & Maintenance Costs are not eligible for Grant funding and cannot exceed 50% of Match Funds

<sup>4</sup> Identify Match Status as "secured" or "anticipated by XX/XX/XX" (date).

EXHIBIT C.  
INSURANCE REQUIREMENTS

**Section I – Insurance to be Maintained by [insert name of recipient]**

[insert name of recipient] shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for [insert time period] after all funds have been disbursed.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. District's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or District's failure to identify any insurance deficiency shall not relieve [insert name of recipient] from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if [insert name of recipient] has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If [insert name of recipient] currently has no employees as defined by the Labor Code of the State of California, [insert name of recipient] agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If [insert name of recipient] maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by [insert name of recipient].
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance

by District. [insert name of recipient] is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether [insert name of recipient] has a claim against the insurance or is named as a party in any action involving the District.

- d. **Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees** shall be endorsed as additional insureds for liability arising out of [insert name of recipient]'s ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between District and [insert name of recipient] and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if [insert name of recipient] owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

### **4. Professional Liability/Errors and Omissions Insurance** *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by District.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Required Evidence of Insurance: Certificate of Insurance.

## 5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

## 6. Documentation

- a. The Certificate of Insurance must include the following reference: [insert project name].
- b. [insert name of recipient] shall submit required Evidence of Insurance prior to the execution of this Agreement. [insert name of recipient] agrees to maintain current Evidence of Insurance on file with District for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. [insert name of recipient] shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## 7. Policy Obligations

[insert name of recipient]'s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**Section II – Insurance to be Maintained by [insert name of recipient]'s contractors and/or consultants)**

(Contact Risk Management)

## IMPROVEMENT