

## MATCHING GRANT AGREEMENT

### Lower Colgan Creek Phase 4 MG

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 ("District" or "Grantor"), a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq., and the City of Santa Rosa, ("City"), a California municipal corporation, and the Sonoma County Water Agency ("SCWA"), a body corporate and politic, sometimes referred to herein as the "Sonoma County Flood Control and Water Conservation District" pursuant to Stats. 1949, c. 994 (City and SCWA are jointly and severally, "Grantees").

### 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.* The City submitted an application under the District's 2022 Program for funding toward acquisition of 3012 Dutton Meadow, Santa Rosa, CA, APN 043-122-007, as more specifically described in Exhibit A ("Property"). City sought funding in the amount of \$1,500,000. District staff recommended acceptance of the Project (defined below) into the Program, funding up to half of the purchase price not to exceed \$1,500,000 ("Grant Funds"). This recommendation was reviewed by the Sonoma County Advisory Committee on October 27, 2022, and approved by the District's Board of Directors on December 13, 2022, though a commitment to fund the Project was not made until \_\_\_\_\_, when the District Board of Directors approved this Agreement.

C. *Project.* The District, through its Program, will provide Grant Funds to the City for acquisition of the Property ("Project") as further specified by this Agreement. The Project is needed to complete the Lower Colgan Creek Restoration Conceptual Plan ("Restoration Plan"). The three-phase Restoration Plan is a partnership with Sonoma Water to restore Colgan Creek and upgrade the flood control capacity from a 25-year flood event to a 100-year flood event in a rapidly urbanizing section in Southwest Santa Rosa. This Project will enable the applicant to restore 2,500

linear feet of Colgan Creek and create a neighborhood park next to the creek. Creek restoration will increase meander of the creek, reshape the cross section of the creek, and create a series of pools, riffles, and log structures for habitat and water quality improvement. Land not used for creek restoration are adjacent to other land owned by the City of Santa Rosa and will be used to construct a new neighborhood park.

D. *General Plan.* On June 21, 2022, City's governing body determined (via adoption of Resolution No. RES-2022-127) that the Project is consistent with City's General Plan.

E. *California Environmental Quality Act.* The Project, as part of construction of the Restoration Plan, and the associated neighborhood park, is covered by a Mitigated Negative Declaration, adopted by the City on September 21, 2010.

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 One Million Five Hundred Thousand dollars (\$1,500,000) in Grant Funds to reimburse the City for a portion of the acquisition costs exclusively for the Project, as defined above.

b. *Project Completion.* The Project is complete.

c. *Matching Funds.* The City has documented expenditure in excess of \$1.3 million in qualifying match, with no more than twenty-five percent (25%) of the total Grant Funds attributed to project management/implementation expenses, including those associated with project planning such as plan development, CEQA analysis and compliance, permitting and approvals, and staff costs, meeting District match requirements.

d. *Conservation Easement.* In 2016 Grantees entered into the document entitled DEED AND AGREEMENT BY AND BETWEEN THE CITY OF SANTA ROSA, THE SONOMA COUNTY WATER AGENCY AND THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT CONVEYING A CONSERVATION EASEMENT FOR LOWER COLGAN CREEK, recorded as document number 2016030848 in the official records of the County of Sonoma. ("Conservation Easement"). Grantees shall amend the existing Conservation Easement to incorporate the Project into the FIRST

AMENDED AND RESTATED DEED AND AGREEMENT BY AND BETWEEN THE CITY OF SANTA ROSA, THE SONOMA COUNTY WATER AGENCY AND THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT CONVEYING A CONSERVATION EASEMENT FOR COLGAN CREEK in a form acceptable to the District protecting the natural resource, scenic resources and recreational and educational value of the Property. Once the Conservation Easement is amended it shall include APNs 043-121-009, 043-121-014, 043-122-015, 043-122-017, 043-135-002, 043-200-005, 134-042-055, 134-042-056, 134-042-057, 134-042-066, 134-042-068, 043-200-009, and a portion of 043-200-007, together with the Property (“Colgan Creek Conservation Easement Encumbered Land”).

e. *Operations and Maintenance.* Grantee shall use, manage, operate and maintain the Colgan Creek Conservation Easement Encumbered Land in a manner consistent with the Conservation Easement. Grantee assumes all responsibility for and costs of management, operation and maintenance of the Colgan Creek Conservation Easement Encumbered Land. The District shall not be liable for any property management, operation or maintenance costs.

### 3. PROCEDURAL REQUIREMENTS

a. *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) An appraisal of the Property has been accepted by the District’s Fiscal Oversight Commission.
- (ii) The District’s Board of Directors has approved funding for the Project, as evidenced by execution of this Agreement.
- (iii) City 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.
- (iv) The Conservation Easement has been duly executed by District and Grantees and is deposited into escrow for recordation as a condition of the closing.
- (vi) Grantees have provided the required insurance coverage as specified Exhibit B.

b. *Payments to City.* Within 45 days of the District receiving a reimbursement request, which includes a copy of the final settlement statement for the acquisition of 3012 Dutton Meadow, APN 043-122-007, District will initiate reimbursement of 50% of the purchase cost up to \$1,500,000, provided that the First Amended and Restated Colgan Creek Conservation Easement is recorded in the official records of the County of Sonoma. City and SCWA agree and acknowledge that District payment under this Agreement will only be made to City.

c. *Signs.* City shall erect or incorporate into a permanent sign or signs on the Property acknowledging the District's financial participation in the Project. Such signs shall: (1) be made of materials that are weather resistant; (2) be located where they are easily read by the public; (3) include the District's logo (provided by District), and the following language, "This Project was funded in part by Sonoma County Ag + Open Space."; and (4) be consistent with the signage language in the Conservation Easement. The number, design, wording, and placement of signs shall be submitted to the District for review and approval. Alternatively, District shall have the right to install a sign for this purpose, but that does not eliminate the requirements of the City. City shall be responsible for maintenance of these signs.

#### 4. PROJECT REVISIONS AND EXTENSIONS

a. *Changes to Project.* To maintain the integrity of the competitive Program, no substantive changes or alteration to the Project may be made without prior written consent of the District.

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

#### 5. RECORDS KEEPING

a. *Records.* City shall maintain all financial, procurement, licenses, insurance, and programmatic records related to the Project for no less than five (5) years after Project Completion.

b. *Records Access.* Upon not less than 24-hours advance written notice (which may be via email), City shall provide District staff access to financial, procurement, licenses,

insurance, and programmatic records related to the District’s grant for no less than five (5) years after Project Completion.

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

d. *Accounting Requirements.* City must 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 purchase orders, receipts, progress payments, invoices, timecards, and evidence of payment.

(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 the City as they relate to the expenditure of District grant funds and matching funds.

## 6. 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 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 upon 24 hours' notice to the Grantee for the purposes of ensuring compliance with this Agreement and progress toward Project Implementation.

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 City 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, may not be compelled if changes in circumstances have rendered such performance impossible or financially infeasible.

d. *Indemnification.* City 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, 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, City 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 City, subject to City 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 responsibility 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 fax 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 CITY:                City of Santa Rosa  
                              Department of Transportation and Public Works  
                              69 Stony Circle  
                              Santa Rosa, CA 95401  
                              Telephone: (707) 543-3800  
                              Fax: (707) 543-3801

                              City of Santa Rosa  
                              Department of Recreation & Parks  
                              415 Steele Lane  
                              Santa Rosa, CA 95404  
                              Telephone: (707) 543-3270  
                              Fax: (707) 543-3288

With a Copy to:       Santa Rosa City Attorney's Office  
                              100 Santa Rosa Avenue, Room 8  
                              Santa Rosa, CA 95404

Telephone: (707) 543-3040

Fax: (707) 543-3055

TO SONOMA WATER: Sonoma County Water Agency

General Manager

404 Aviation Blvd

Santa Rosa, CA 95403

Telephone; (707) 547-1900

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 E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code §§ 1633.1 *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.

[Signatures on following page]

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

APPROVED:

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

\_\_\_\_\_

Misti Arias, General Manager

Date: \_\_\_\_\_

APPROVED:

**City of Santa Rosa**

\_\_\_\_\_

Jennifer Burke, Water Director

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

Date: \_\_\_\_\_

**Sonoma County Water Agency**

\_\_\_\_\_

<Name and Title of person with authority to sign>

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

Date: \_\_\_\_\_

**Exhibits**

- A. Legal Description of the Property
- B. Insurance Requirements

Exhibit A

**Property Legal Description**

For APN/Parcel ID: 043-122-007-000

REAL PROPERTY IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SOUTH DUTTON AVENUE WITH THE CENTERLINE OF BRAYTON AVENUE, BEING THE SOUTHWESTERLY CORNER OF LOT 9, BLOCK C, AS SHOWN UPON THE MAP ENTITLED MAP OF LANDS OF TIMOTHY PAIGE, BEING A PART OF WHAT IS KNOWN AS THE BRAYTON TRACT, SONOMA COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON JUNE 12, 1888 IN BOOK 6 OF MAPS, PAGE 19, THENCE EASTERLY ALONG BRAYTON AVENUE, A DISTANCE OF 1049.40 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID BLOCK C; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 11, A DISTANCE OF 330 FEET; THENCE WESTERLY PARALLEL WITH BRAYTON AVENUE, A DISTANCE OF 1049.40 FEET TO THE CENTER OF SOUTH DUTTON AVENUE; THENCE SOUTHERLY ALONG SOUTH DUTTON AVENUE, 330 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS CONVEYED TO THE SOUTH COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED OCTOBER 28, 1965 IN BOOK 2165 OF OFFICIAL RECORDS AT PAGES 601 THROUGH 603, SONOMA COUNTY RECORDS.

A) BEGINNING AT THE NORTHEASTERLY CORNER OF THE REAL PROPERTY OF GRANTOR DESCRIBED IN AN INSTRUMENT RECORDED IN BOOK 1929 AT PAGE 977 OF OFFICIAL RECORDS OF SONOMA COUNTY, CALIFORNIA, SAID POINT HAVING COORDINATES OF Y=268,927.09 AND X=1,792,325.44 AND BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING ALONG THE EASTERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR SOUTH 0 DEGREES 39' 58" WEST, 33.58 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 252.00 FEET THROUGH AN ANGLE OF 40 DEGREES 41' 32" A DISTANCE OF 180.40 FEET; THENCE ALONG A NON-TANGENT LINE SOUTH 0 DEGREES 39' 57" WEST, 63.31 FEET; THENCE ALONG A LINE PARALLEL TO AND 66.00 FEET NORTHERLY OF THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR NORTH 83 DEGREES 40' 40" WEST, 984.49 FEET TO THE WESTERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR; THENCE ALONG SAID WESTERN BOUNDARY NORTH 0 DEGREES 39' 52" EAST, 85.00 FEET; THENCE ALONG A LINE PARALLEL TO AND 151.00 FEET NORTHERLY OF SAID SOUTHERN BOUNDARY SOUTH 89 DEGREES 40' 40" EAST 798.51 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET THROUGH AN ANGLE OF 89 DEGREES 39' 22" A DISTANCE OF 226.90 FEET; THENCE TANGENT NORTH 0 DEGREES 39' 58" EAST, 31.50 FEET TO THE NORTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR; THENCE ALONG SAID NORTHERN BOUNDARY SOUTH 89 DEGREES 34' 17" EAST, 105.01 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.

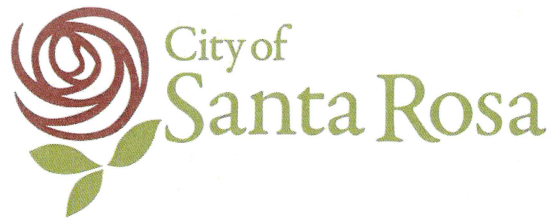
B) BEGINNING AT THE SOUTHWESTERN CORNER OF THE REAL PROPERTY OF GRANTOR DESCRIBED IN AN INSTRUMENT RECORDED IN BOOK 1929 AT PAGE 977, OF OFFICIAL RECORDS OF SONOMA COUNTY, SAID POINT HAVING COORDINATED OF Y=268,606.57 AND X=1,791,275.17 AND SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED THENCE FROM SAID TRUE POINT OF BEGINNING ALONG THE WESTERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR, NORTH 0 DEGREES 39' 52" EAST, 66.00 FEET; THENCE LEAVING SAID WESTERN BOUNDARY ALONG A LINE PARALLEL TO AND 66.00 FEET NORTHERLY OF THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR, SOUTH 89 DEGREES 40' 40" EAST, 1,046.49 FEET TO THE EASTERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR; THENCE ALONG SAID EASTERN BOUNDARY, SOUTH 0 DEGREES 39' 58" WEST, 66.00 FEET TO THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR; THENCE ALONG SAID SOUTHERN BOUNDARY NORTH 89 DEGREES 40' 40" WEST, 1,046.49 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.

C) COMMENCING AT THE NORTHEASTERN CORNER OF THE REAL PROPERTY OF GRANTOR DESCRIBED IN THE HEREINABOVE REFERENCED RECORDED INSTRUMENT, SAID POINT HAVING COORDINATES OF Y=268,927.09 AND X=1,792,325.44; THENCE ALONG THE EASTERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR, SOUTH 0 DEGREES 39' 58" WEST, 33.58 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING ALONG THE EASTERN BOUNDARY, SOUTH 0 DEGREES 39' 58" WEST, 226.84 FEET; THENCE LEAVING SAID EASTERN BOUNDARY, NORTH 89 DEGREES 40' 40" WEST, 62.00 FEET; THENCE NORTH 0 DEGREES 39' 57" EAST, 63.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS NORTH 47 DEGREES 57' 56" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 252.00 FEET THROUGH AN ANGLE OF 40 DEGREES 41' 32" A DISTANCE OF 180.40 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.

Exhibit B

**Insurance Requirement**

**Section I – City and Sonoma Water shall maintain insurance or self-insurance as follows:**



November 6, 2025

Sonoma County Agricultural Preservation and Open Space District  
747 Mendocino Avenue  
Santa Rosa, CA 95401

RE: City of Santa Rosa Certificate of Self-Insurance Coverage

To Whom It May Concern:

This letter serves as notification that the City of Santa Rosa is a self-insured entity with its S.I.R. of \$1,000,000. California Joint Powers Risk Management Authority is the additional entity who provides the excess of the initial \$1,000,000 per occurrence with no aggregate limit.

Regarding workers' compensation coverage, a Certificate of Consent to Self-Insure issued to the City of Santa Rosa by the Department of Industrial Relations was effective March 1, 1993, and is still enforced.

If additional information is needed, please contact Risk Management at [risk@srcity.org](mailto:risk@srcity.org).

Sincerely,

*Nick Vinh*

[Nick Vinh \(Nov 7, 2025 09:27:09 PST\)](#)

Nick Vinh  
Risk Manager



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

CERTIFICATE OF COVERAGE

**CERTIFICATE HOLDER**

**AND ADDITIONAL COVERED PARTY:** Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees  
747 Mendocino Avenue, Santa Rosa, CA 95401  
Attn: General Manager

**THIS CERTIFIES THAT THE COVERAGE DESCRIBED HEREIN HAS BEEN ISSUED TO:** The City of Santa Rosa

**DESCRIPTION OF ACTIVITY:** Land Acquisition - Lower Colgan Creek Matching Grant Agreement

**DATE(S) OF ACTIVITY:** N/A

**LOCATION OF ACTIVITY:** Santa Rosa, CA

ENTITY PROVIDING COVERAGE	COVERAGE LIMITS	CERTIFICATE EXPIRATION DATE
City of Santa Rosa	\$1,000,000	06/30/2026

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: comprehensive general and automobile liability as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

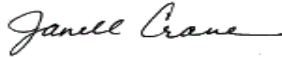
The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificateholder.

November 6, 2025  
**DATE**

**Signature:** Nick Vinh  
Nick Vinh (Nov 7, 2025 09:27:09 PST)  
**AUTHORIZED SIGNATURE**  
Nick Vinh, Risk Manager  
**NAME AND TITLE (print or type)**

Fiscal Year 25/26	<b>CERTIFICATE OF SELF-INSURANCE</b>		Issue Date
<b>COVERED ENTITIES:</b> <b>County of Sonoma</b> <b>Sonoma County Agriculture Preservation and Open Space District</b> <b>Sonoma County Community Development Commission</b> <b>Sonoma County Fair and Exposition, Inc.</b> <b>Sonoma County Water Agency</b>  575 ADMINISTRATION DR., 116-C SANTA ROSA, CA 95403-2881		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COVERED ENTITIES AND THE CERTIFICATE HOLDER.	
COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
General Liability	July 1, 2025	July 1, 2026	\$2,000,000 per occurrence, no aggregate; self-insured
Automobile Liability	July 1, 2025	July 1, 2026	\$2,000,000 per occurrence; self-insured
Workers' Compensation	July 1, 2025	July 1, 2026	Statutory Limits: \$300,000 permissibly self-insured; excess coverage through Public Risk Innovation, Solutions and Management
Public Officials Errors and Omissions Liability	July 1, 2025	July 1, 2026	\$2,000,000 per wrongful act; no aggregate; self-insured
Property	March 31, 2025	March 31, 2026	Replacement cost value
<p>Description of Operations/Locations/Vehicles/Special Items:</p> <p>As Respects</p> <p>The Certificate Holder is an additional covered party to the extent required by the indemnification provisions of the above referenced contract. This shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the Covered Entities shown on this certificate.</p> <p>The Covered Entities agree to waive recovery rights against the Certificate Holder with respect to the above referenced contract if required in writing in the contract.</p>			
Certificate Holder	AUTHORIZED REPRESENTATIVE    County of Sonoma Risk Manager 575 Administration Drive, Suite 116C Santa Rosa, CA 95403  