

## MATCHING GRANT AGREEMENT

Graton Town Square

This Matching Grant Agreement ("Agreement") dated as of   Insert Date   ("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 Graton Community Services District, a California special district (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 2024 Program for funding toward acquisition of the 9155 Graton Road, Graton CA 95444 property, APN # 130-151-004-000, as more specifically described in Exhibit A ("Property"). Grantee sought funding in the amount of \$750,000. District staff recommended acceptance of the Project into the Program, with acquisition funding in the amount of \$750,000 ("Grant Funds"). This recommendation was reviewed by the Sonoma County Advisory Committee on October 18, 2024, and approved by the District's Board of Directors on December 10, 2024, though a commitment to fund the Project was not made until   <Date of District Board of Directors Approval of Project and MGA Agreement>  , when the District Board of Directors approved this Agreement.

C. *Project.* The District, through its Program, will provide Grant Funds to Grantee for the acquisition of the .59 acre Property pursuant to Section 3.1 below ("Project"). The Project meets the goals of the Matching Grant Program through the acquisition of the Property in the central Graton Town community, which will facilitate the development of an urban park serving an unincorporated area that lacks open space recreational park resources.

D. *General Plan.* On July, 17, 2024, Grantee's governing body determined (via adoption of Resolution No. 240717B that the Project is consistent with Grantee's General Plan.

E. *California Environmental Quality Act.* Grantee will provide proof of compliance with the California Environmental Quality Act (CEQA).

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 \$750,000 in Grant Funds to be used exclusively for the Project, as defined above.

b. *Project Completion.* Grantee shall complete acquisition of the Property by no later than December 10, 2027, 3 years from the date the Board accepts the Project into the Program.

c. *Matching Funds.* As its matching contribution to the Project, Grantee will provide \$750,000 in funding toward the Project, with no more than \$375,000 (50% of the total Grantee Funds) attributed to operations and maintenance costs, and no more than \$187,500, (25% of the total Grantee Funds) attributed to project admin and design expenses, including those associated with plan development, CEQA analysis and compliance, permitting and approvals, and staff costs. Matching funds shall be expended by: December 10, 2027. Grantee shall be required to report match expenditures, consistent with *Section 3(b)(i) Reporting Property Acquisition*.

d. *Conservation Easement.* Grantee shall grant a conservation easement ("Conservation Easement") to the District in a form acceptable to the District protecting the urban open space resources, scenic resources, and recreational and educational resources 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 set forth in the Recreation Covenant, by no later than December 10, 2027, 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 and 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. *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) 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.

(iv) The Conservation Easement has been duly executed by District and Grantee and is deposited into escrow for recordation as a condition of the closing.

(v) The Recreation Covenant has been duly executed by Grantee and is deposited into escrow for recordation as a condition of the closing.

b. *Payments to Grantee.* The District shall deposit a warrant in the amount of \$750,000 with Fidelity National Title Company, Escrow Number FSNX-0012500826, to be credited towards the purchase price of the Property by Grantee, provided that the Conservation Easement and Recreation Covenant are recorded in the same escrow in accordance with District's escrow instructions.

(i) *Reporting Property Acquisition.* Within 45 days of completion of Property acquisition, Grantee shall supply the District with a final settlement statement, deed, or other similar document indicating the Property has been acquired and that the Grant Funds and Matching Funds have been expended.

c. Intentionally Deleted.

d. *Signs.* Grantee 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 Grantee. Grantee 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, the Conservation Easement and the Recreation Covenant, and the extension will result in successful implementation of the Project within the extended timeframe.

#### 5. RECORDS KEEPING

a. *Records.* Grantee 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), Grantee 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.* Grantee shall submit to District annually 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.* Applicants 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 Grantee 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 is 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 Property 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 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, may 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, 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 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 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 GRANTEE:           Chad Davisson  
General Manager  
Graton Community Services District  
P.O. Box 594  
Graton, CA 95444

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 § *a.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:

APPROVED:

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

**GRATON COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
Misti Arias, General Manager

\_\_\_\_\_  
Chad Davisson, General Manager

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

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

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

**Exhibits**

A. Legal Description of the Property

## **Exhibit A**

### **Property Legal Description**

**For APN/Parcel ID(s): 130-151-004-000**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, in Block 7 Green Valley Ranch, Sonoma County, California, as per map thereof on file in the office of the County Recorder of the County of Sonoma, State of California.