

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: June 17, 2025

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To: Honorable Mayor and City Councilmembers
From: Mark Rincon, Public Works Director/City Engineer
Subject: Letter of Intent for the AmeriCorps Trail Extension Project

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RECOMMENDATIONS:

That the Council approve the Letter of Intent and authorize the Acting City Manager to sign the letter to the Sonoma County Agriculture and Open Space District ("District") for the AmeriCorps Trail Extension Project.

EXECUTIVE SUMMARY:

The AmeriCorps Trail Extension Project CIP #0411-73.00 ("Project") is a project included in the adopted Fiscal Year 2024-25 Capital Improvement Plan. In 2021, Council approved the Matching Grant Agreement (MGA) with the Sonoma County Agriculture and Open Space District ("District") for an amount of \$126,943.00. A condition of receiving the grant is that the City approve a future Conservation Easement on the City property where the project is located.

The District is requesting that the City execute a Letter of Intent (Attachment 1) that details the framework and acceptance of the Conservation Easement. The Letter of Intent is a non-binding agreement, meaning that does not bind the parties to the terms in the Letter, but is intended to be a guidance for drafting the future Conservation Easement Agreement.

BACKGROUND:

In 2021, Council approved the Matching Grant Agreement (MGA, Attachment 2) with the District for a grant in the amount of \$126,943.00 requiring a 50% local matching funds. The project is funded with the grant from the District and the local match coming from Measure M Parks Fund and Park-in-lieu fees Fund. The MGA stipulates that the City approve a Conservation Easement on the City property where the project is located. The City received an extension for the use of the grant to December 10, 2026.

The District is requesting that the City execute a Letter of Intent that details the framework and acceptance of the Conservation Easement. The Letter of Intent is a non-binding agreement and is intended to be a guidance for drafting the future Conservation Easement Agreement. Once developed by the District and reviewed by staff, the draft Conservation Easement Agreement will be presented to Council at a future meeting for review and approval.

DISCUSSION:

The key points in the Letter of Intent:

- Identifies the City-owned parcels which encompass the Project.
- Establishes that the purpose for the Project is to improve connectivity within the Laguna de Santa Rosa Preserve.
- Reaffirms the grant awarded to the City, subject to the terms in the MGA.
- Acknowledges changes to the Project design due to environmental concerns raised by California Fish and Wildlife.
- Provides for allowed uses and improvements in the Conservation Easement area.

Public Works staff has reviewed the Letter of Intent and does not have concerns with the framework and guidance outlined in the Letter.

CITY COUNCIL GOALS/PRIORITIES/AND ORGENERAL PLAN CONSISTENCY:

This agenda item represents the City Council goals/priorities as follows:

- Goal 1 – Community Vitality. Enhance Sebastopol as a great place to live that values community health and well being. Preserve Sebastopol’s unique character.

This agenda item represents the City Council General Plan Consistency:

- Circulation CIR 2 – Maintain and expand a safe and efficient pedestrian, bicycle and transit network that connects neighborhoods with key destinations to encourage travel by non-automotive modes while also improving public health.

FISCAL IMPACT:

There is no fiscal impact pertaining to this agenda item.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

As of the writing of this staff report, the City has not received any public comment on this item. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of this item.

RESTATED RECOMMENDATION:

That the City Council accept the Letter of Intent and authorize the Acting City Manager to sign the Letter.

CITY COUNCIL OPTIONS:

1. Do not authorize the City Manager to sign the Letter of Intent and provide further direction to staff.

ATTACHMENTS:

1. Letter of Intent
2. Matching Grant Agreement

APPROVALS:

Department Head Approval: Approval Date: 6/1/25

CEQA Determination (Community Development): Approval Date: 6/1/25

The action is not a project under the California Environmental Quality Act (CEQA).

Administrative Services (Financial) Approval Date: N/A

Costs authorized in City Approved Budget: ☐ Yes ☐ No ☒ N/A

Account Code (f applicable) _____

City Attorney Approval: Approval Date: 6/1/25

City Manager Approval: Approval Date: 6/6/25

May 19, 2025

Mr. Mark Rincon
Director of Public Works / City Engineer
City of Sebastopol
714 Johnson Street
Sebastopol, CA 95472

Re: MGP, AmeriCorps Trail Conservation Easement (No. 0566), *Letter of Intent*

Dear Mark:

Getting back to you after our meeting last year where we discussed minor changes to the trail approach, essentially removing the puncheon bridge, (i.e. boardwalk) and “in-stream” improvements. In addition to the description of the revised project here, please attach and return with signed copy the City’s current plans which will be an exhibit for our mutual reference.

The purpose of this letter is to share Ag + Open Space’s goals in working with you to protect your property in perpetuity and to demonstrate our mutual commitment to the project. Reaching consensus on the key terms of the conservation project will allow us to draft a conservation easement based on those terms. This letter of intent constitutes Ag + Open Space staff’s understanding of the project and the framework for the Matching Grant Agreement and subsequent conservation documents.

Please read through this letter carefully. The conservation easement and associated documents including a recreation covenant which assures public access in perpetuity will be based on the approach below which reflects the City’s application, project updates, and our discussions.

As a project partner, we welcome your feedback and additional thoughts to ensure that we have a mutual understanding before we draft binding documents. This is a non-binding letter of intent drafted for the purpose of aligning the parties in expectations going forward.

MGP Framework & Application Acceptance

The AmeriCorps Trail Improvement Project crosses parcels including APN: 004-011-043, 004-011-052, 004-011-080, which total approximately 12.4 acres, the property (“Property”). The primary project objective is to improve connectivity within the Laguna de Santa Rosa Preserve by extending and improving the existing AmeriCorps Trail for better access, use and maintenance. All of the parcels are owned by the City of Sebastopol.

Ag + Open Space’s Board of Directors accepted the MGP project submitted by the City of Sebastopol application for up to \$126,943 grant, subject to Grantee’s matching funding of \$126,943, and subject to

all the terms of the application and granting process. The City of Sebastopol's application was accepted by a vote of the Ag + Open Space's Board of Directors on November 13th, 2018, and confirmed by a letter of acceptance dated from William Keene dated December 17, 2018.

Since the time of the application and acceptance letter we understand that a minor project change has been put forward, which is the elimination of the boardwalk area. The elimination of the elevated boardwalk stemmed from flooding after the application which demonstrated the planned boardwalk would be underwater. CA Fish and Wildlife also determined the least damaging approach for wetlands habitat and wildlife would be a surface trail, thus the boardwalk is eliminated from project plans. Ag + Open Space accepts these findings and change in the project work plan. Other features of the project remain the same. More specifically, plans for the park and preliminary agreement for allowed features described below in Allowed Uses.

Conservation Values

Ag + Open Space's interest in conservation values are listed below.

- Natural Resources. Protecting natural resources on the property, particularly wetlands, native vegetation, endangered species and areas prone to flooding.
- Scenic Resources. Protecting the natural and open space areas to preserve the natural look and feel of the Property.
- Urban Open Space. Permanent protection of the public trail and Property to provide hiking and open space access on City property.
- Recreational and Educational Resources. Permanent protection of the public trail for hiking and learning experiences as may be planned by the City and allowed by conservation prescriptions.

Allowed Uses, Structures, and Improvements:

- Wooden arbor/pagodas with signs, at trail entry points
- Boardwalk sections to protect areas where trail is seasonally inundated
- Additional signs- management, directional, warning, and interpretive
- Public benches
- Public art
- Fencing where needed to protect vegetation and restoration projects (according to District protocols)
- Planting native trees and other vegetation
- Removal of invasive species
- Refuse and recycling containers
- Low intensity public recreational uses such as hiking and nature study.
- Other similar items consistent with a public park and trail use, which are approved by District in any submitted Management Plan allowed under the Conservation Easement.

Impervious or Improved Surfaces:

Please note that our conservation easement template limits the amount of impervious surfaces allowed within the easement area to 25% of the conserved area.

Conservation Easement Terms & Documents

Ag + Open Space will create a conservation easement consistent with the City of Sebastopol's MGP grant application as modified in its work plan. The conservation easement terms will include Ag + Open Space's

review and approval of trail plans, built structures, improvements and construction drawings, together, the work plan ("Work Plan") to ensure their consistency with the terms of the conservation easement. It is understood that Ag + Open Space's conservation easement will apply to the whole Property and will focus on future impacts on natural resources and conservation values.

Public access and public use re preserved through Ag + Open Space's recreation covenant, supported by an Irrevocable Offer to Dedicate.

Copies of draft templates for the conservation easement and recreation covenant are available on Ag + Open Space's website under the Matching Grant Program guidelines. Section 5.3 is the section of the conservation easement document where the City of Sebastopol and Ag + Open Space negotiate uses and restrictions applicable to specific projects. Ag + Open Space views other sections of the conservation easement as standards for all MGP projects. With limited exceptions, Ag + Open Space maintains terms outside of Section 5.3 as is.

Non-Binding Agreement

If the proposed terms in this letter of intent are acceptable and you wish to proceed with contract documents, please sign and date this letter and return a copy to Ag + Open Space. (This letter of intent does not create an obligation on either party to grant a conservation easement or bind the parties to these terms in any way. It is meant as directional guidance for drafting future agreements.)

This is an exciting project, and we look forward to help the City of Sebastopol realize its vision and application for funding of the AmeriCorps Trail Improvement Project.

Please respond to this letter by as soon as feasible. Once we received a signed Letter of Intent, we'll re-establish a cadence of meeting and tasks to progress this to closing.

If you have any questions, please don't hesitate to reach out.

Sincerely,

Pierre Ratte

Pierre Ratte
Acquisition Specialist

c Jennifer Kuszmar, Acquisition Manager
Pamela Swan, Grants Coordinator

Acknowledgement

Signature _____

Name _____
Title _____

Date _____

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MATCHING GRANT AGREEMENT

Americorps Trail

This 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 public agency, and the City of Sebastopol (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 2018 Program for funding toward the Project (as defined below), specifically toward new trails and access points along the Americorps Trail on the City's property in the amount of One Hundred Twenty-Six Thousand Nine Hundred Forty-Three Dollars (\$126,943.00). The District recommended inclusion of the Project into the Program, with funding in the amount of One Hundred Twenty-Six Thousand Nine Hundred Forty-Three Dollars (\$126,943.00). This recommendation was accepted by the Sonoma County Citizens Advisory Committee on September 18, 2018, and approved by the District's Board of Directors on November 13, 2018, subject to negotiation and execution of this Matching Grant Agreement.

C. *Project & Property Description.*

- The Project will provide critical trail connectivity improvements in the Laguna Preserve in the City of Sebastopol. These improvements are as described in Exhibit A, attached hereto and incorporated herein ("the Project").
- On April 17, 2018, Grantee's City Council determined that the Project is consistent with Grantee's General Plan (2016).
- The Project is also consistent with the Laguna Preserve Management Plan (2015).

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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.

2. GRANT REQUIREMENTS

a. *District Grant.* Subject to all terms and conditions herein, the District shall provide One Hundred Twenty-Six Thousand Nine Hundred Forty-Three Dollars (\$126,943.00) to be used exclusively for the Project, as described in Exhibit A. The Project shall be fully implemented and the District's grant award shall be expended by no later than November 13, 2023.

b. *Match.* As its matching contribution to the Project, Grantee will provide One Hundred Twenty-Six Thousand Nine Hundred Forty-Three Dollars (\$126,943.00) in funding from City funds and grants toward the Project, with no more than 50% of the total Match attributed to operations and maintenance costs. No more than Twelve Thousand Six Hundred Ninety-Four Dollars (\$12,694.00) (10% of the total matching funds) may be spent on project management/planning costs, including those associated with project planning such as plan development, CEQA analysis and compliance, permitting and approvals, and staff costs. Matching funds shall be expended no later than November 13, 2023. Grantee shall be required to report match expenditures, consistent with Section 3(b)(iii) below, until the match is met.

c. *Conservation Easement.* District shall not be obligated to fund the Project unless Grantee grants a conservation easement ("Conservation Easement") to the District in a form acceptable to the District protecting the natural resource, scenic resources, and recreational and educational values of that certain Property owned by the City, which Property is more fully described in Exhibit B, attached hereto and incorporated herein ("Property").

d. *Recreation Conservation Covenant.* District shall not be obligated to fund the Project unless Grantee grants a recreation conservation covenant ("Recreation Covenant") to District, pursuant to which Grantee will accept the affirmative obligation to use, operate and maintain the Property for low-intensity public outdoor recreation in perpetuity.

e. *The Irrevocable Offers of Dedication.* District shall not be obligated to fund the Project unless Grantee grants irrevocable offer of dedication in fee in favor of the

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District to secure its obligations under the Recreation Covenant. This instrument shall hereinafter be referred to as the “Irrevocable Offer.”

f. *Public Access.* By no later than November 13, 2023, Grantee shall open the Property for low-intensity public outdoor recreation consistent with this Agreement, the Conservation Easement, and the Recreation Covenant.

g. *Operations and Maintenance.* Grantee shall use, manage, operate and maintain the Property in perpetuity solely for natural resource protection, open space preservation, recreation, and education 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 costs of such management, operation or maintenance.

3. PROCEDURAL REQUIREMENTS

a. *Project Detail.* Exhibit A to this Agreement includes the Project details, including: (1) a detailed description of the Project, including conceptual and, if available, construction plans; (2) a timeline or schedule for Project implementation, including final Project completion date; and (3) a detailed budget, describing expenditure of the District Grant as well as the matching funds identified to accomplish the Project and reflecting the required one-to-one (1:1) match.

b. *Disbursement of Grant Funds.*

- i. Conditions. The District shall not be obligated to disburse any funds unless and until the following conditions have been met:
 - The District’s Board of Directors has approved funding for the Project.
 - The Conservation Easement has been executed and recorded and Grantee is in compliance with the terms of the Easement.
 - The Recreation Covenant has been executed and recorded and Grantee is in compliance with the terms of the Covenant.
 - 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.
 - Grantee has provided required insurance coverage as described in Section 4 (b) of this Agreement.

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

ii. Payment.

1. Reimbursement. The Grantee may submit requests for payment while work is in progress. 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 C. Each invoice should be accompanied by a Progress Report as described below. The District will pay the claims of Grantee within 30 days of receipt of such claims, provided that the District's General Manager is satisfied that the claims (i) are complete; (ii) include adequate supporting documentation; and (iii) are for eligible expenses as detailed in Exhibit A, and such expenses were reasonably incurred in connection with the Project.
2. 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 work funded by the District's grant. The Final Performance Report prepared in accordance with Section 3(b)(iii)(2) shall accompany the final request for reimbursement.

iii. Reporting.

1. Quarterly. Grantee shall complete and submit no less frequently than quarterly, a Performance Report (PR) demonstrating Grantee's progress under this Agreement. The first PR shall be submitted no later than ninety (90) days after work funded by this Agreement commences. The PR 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

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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 match expended; and (v) percent of the match expended.

2. Final. Within 45 days of completion of the Project, Grantee shall file with District a final PR demonstrating 100% implementation of the Project, including demonstration that the District's grant and the Grantee's match have been expended consistent with the terms of this Agreement, and that restoration monitoring and maintenance is underway. The final PR should include photos documenting (i) Project completion; and (ii) installation of signs as required by Section 4 (f) below.

4. IMPLEMENTATION REQUIREMENTS

a. *Procurement.* In expenditure of District's grant for goods and 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, subject to 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 the District's grant. 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 D, 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 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.*

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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.* Grantees shall erect at least one permanent sign, or shall incorporate a statement an existing sign 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, 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 Matching Grant Program;" 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'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 written consent of the District.

b. *Project Implementation Extension.* The General Manager, at his/her sole discretion, may grant a single extension of time, of no more than two years, for completion 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 that the extension will result in successful implementation of the Project within the extended timeframe.

6. RECORDS KEEPING

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

c. *Annual Audit.* Grantee shall make available annual audited financial statements related to the District Grant funds and Grantee Match Funds to the District 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.
- 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 the Grantee's match.

7. GENERAL PROVISIONS

a. *Statutory Compliance.* All activities and uses in connection with the Project shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

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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 completion.

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, 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.

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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.

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
Fax: (707) 565-7359

TO GRANTEE:

City Manager
City of Sebastopol
7120 Bodega Avenue
Sebastopol, CA 95472

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.

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. *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.

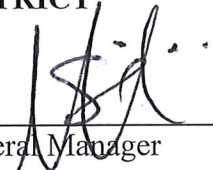
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j. *Time of Essence.* Time is and shall be of the essence of this Agreement and every provision hereof.

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

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



General Manager

Date: 9/15/21

APPROVED:
CITY OF SEBASTOPOL, GRANTEE



City Manager

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

Date: 10-7-21

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Exhibits

A: Description of the Project

B: Legal Description of City Property Subject to Conservation Easement, Recreation Covenant and Irrevocable Offer

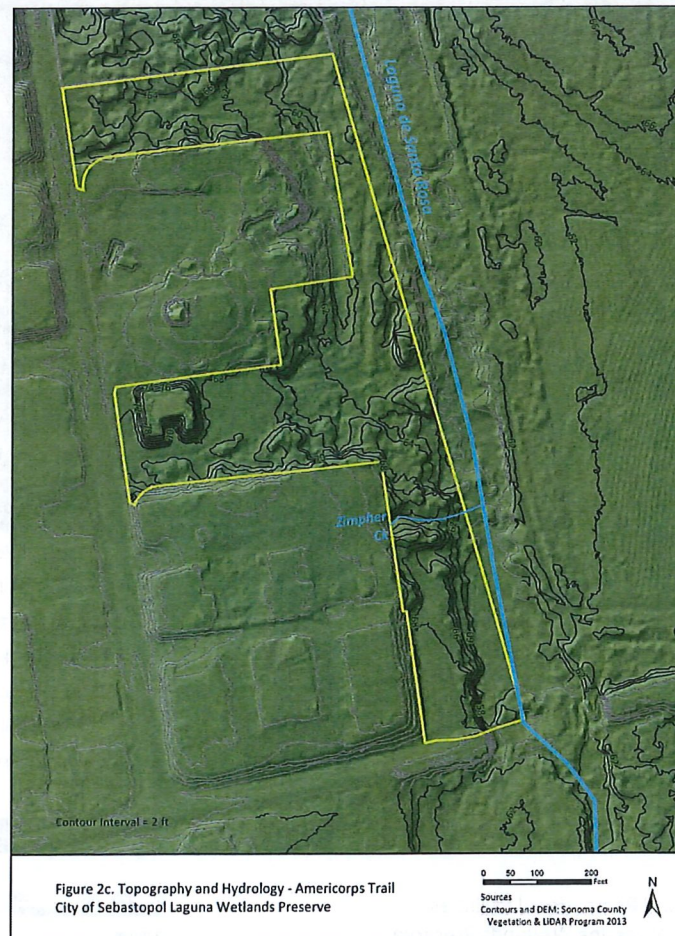
C: Form of Reimbursement Claim

D: Insurance Requirements

EXHIBIT A: Description of the Project

Project Overview:

The primary project objective is to improve connectivity within the Laguna Preserve by extending and improving the existing AmeriCorps Trail. The extension will be from its present terminus behind the City of Sebastopol “lift station” at 275 Morris Street, over Zimpher Creek, to connect with Sebastopol Avenue. A pedestrian bridge will span Zimpher Creek, which presently poses a physical barrier. The project enhances an existing primitive trail, with minimal built improvements. Several modest arbors will demarcate entry points, and several benches and a sculpture are also part of the project. The improvements are deliberately minimal, to have a little impact as possible while providing public access. The project is also being coordinated with a Laguna Foundation restoration project.



Map showing area of AmeriCorps Trail Matching Grant project



Map showing existing trails in vicinity of Americorps Trail Matching Grant project

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Project Budget and Updated Timeline:

SECTION 6. PROJECT TIMELINE & COST - IMPROVEMENT PROJECTS

For Improvement Projects, using the table below, create a detailed line-item timeline and budget that identifies all tasks required to implement the project, the overall schedule for the project including discrete milestones. Be sure that proposed timelines meet the requirements in the [MGP Guidelines, Section D.5](#). Identify the funding source for each item, such as Ag + Open Space's Matching Grant Program, other grants, and in-kind and volunteer contributions. See [MGP Guidelines, Section E.2](#) for more information on eligible activities for grant and match funding.

Add additional rows as needed by using the + sign to the right of each task section.

PROJECT TIMELINE

PROJECT COST

TASK 1					AG + OPEN SPACE REQUESTED FUNDS		MATCH FUNDS					TOTAL
Project Administration ¹												AG + OPEN SPACE FUNDS + MATCH
TASKS	DESCRIPTION	MILESTONES	START DATE	END DATE	AMOUNT	% OF TOTAL	MATCH SOURCE	AMOUNT	STATUS ²	DATE ²	% OF TOTAL	
1.1	Engineering Manager project management	Bidding, construction contract, construction, completion. Assumed 10 hours @ \$78.94/hour.	4/1/19	10/1/19	\$ 0	%	City In-kind	\$789	Secured	5/15/18	0.3%	\$ 789
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
1.2	Senior Administrative Assistant project administration	Bidding, construction contract, construction, billing, completion. Assumed 10 hours @ \$64.99/hour.	4/1/19	10/1/19	\$ 0	%	City In-kind	\$650	Choose status.	5/15/18	0.3%	\$ 650
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
1.3	Enter description.	Enter milestones.	Start date.	End date.	\$ 0	%	Match A.	\$ 0	Choose status.	Enter date.	%	\$ 0
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
SUBTOTAL					\$ 0	0%		\$1,439			0.6%	\$1,439

TASK 3					AG + OPEN SPACE REQUESTED FUNDS		MATCH FUNDS					TOTAL
Project Implementation/Construction												AG + OPEN SPACE FUNDS + MATCH
TASKS	DESCRIPTION	MILESTONES	START DATE	END DATE	AMOUNT	% OF TOTAL	MATCH SOURCE	AMOUNT	STATUS ²	DATE ²	% OF TOTAL	
3.1	City Engineer construction oversight	Construction contract initiation; construction; completion. Assumed 20 hours @ \$95.00/hour.	6/3/19	10/1/19	\$ 0	%	City CIP Budget	\$1,900	Secured	5/15/18	0.7%	\$1,900
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
3.2	Construction inspection by Questa Engineering	Construction contract initiation; construction; completion.	6/3/19	10/1/19	\$ 0	%	City CIP Budget	\$27,603	Secured	5/15/18	11%	\$27,603
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
3.3	Construction contract	Construction; completion	7/1/19	10/1/19	\$126,944	50%	City CIP Budget	\$ 57,076	Secured	5/15/18	23%	\$184,020
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
3.3	\$74,998 Zimpher Creek area restoration activities by Laguna de Santa Rosa Foundation. Remove invasives, trash, debris; plant natives; maintain. Portion counted for Matching Grant purposes: \$28,000.	Maintain restoration plantings, remove trash, debris. Grant is for work from July 2017-December 2022. Work prior to September 2018 not included in match.	9/3/18	12/31/22	\$ 0	%	WPP grant, Laguna Foundation	\$28,000	Secured	7/1/17	11%	\$28,000
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
3.3	Purchase trail signs for installation by construction contractor	Purchase signs; provide to contractor who installs.	5/6/19	10/1/19	\$ 0	%	City CIP Budget	\$500	Secured	5/15/18	0.2%	\$500
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
SUBTOTAL					\$126,944	50%		\$115,079			46%	\$242,023

TASK 4						AG + OPEN SPACE REQUESTED FUNDS		MATCH FUNDS				TOTAL
Operation & Maintenance ³												
TASKS	DESCRIPTION	MILESTONES	START DATE	END DATE	AMOUNT	% OF TOTAL	MATCH SOURCE	AMOUNT	STATUS ²	DATE ²	% OF TOTAL	AG + OPEN SPACE FUNDS + MATCH
4.1	Maintain trail in perpetuity. Performed by Public Works staff.	Begin fall 2019 upon completion of construction. Assumed 5-year period for purposes of match.	10/2/19	10/2/24	\$ 0	%	City in-kind	\$ 10,425	Secured	Ongoing	4%	\$10,425
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
4.2	Enter description.	Enter milestones.	Start date.	End date.	\$ 0	%	Match A.	\$ 0	Choose status.	Enter date.	%	\$ 0
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
4.3	Enter description.	Enter milestones.	Start date.	End date.	\$ 0	%	Match A.	\$ 0	Choose status.	Enter date.	%	\$ 0
							Match B.	\$ 0	Choose status.	Enter date.	%	
							Match C.	\$ 0	Choose status.	Enter date.	%	
SUBTOTAL					\$ 0	0%		\$10,425			4%	\$10,425
TOTAL					\$126,943	50%		\$126,944			50%	\$253,887

NOTES:

- 1 Cannot exceed 25% of total Grant Funds, 10% of total Match Funds
- 2 Identify Match Status as "Secured" or "Anticipated" and enter date of receipt of funds
- 3 Operations & Maintenance Costs are not eligible for Grant funding and cannot exceed 50% of Match Funds

Updated Timeline (August 26, 2021)- this timeline replaces the one in the tables above.

- Construction Project Out for Bid: February-April 2022
- Draft Conservation Easement and Recreation Covenant: Complete by December 31, 2021
- District Fiscal Oversight Committee Review and City Council Review: February 3, 2022
- District Board Approval: April or May 2022
- Award construction contract: May 3, 2022
- Start construction work: July 1, 2022
- Complete construction: October 2022
- City to submit invoice for payment: November 2022
- District to process invoice by December 31, 2022

EXHIBIT C: Form of Reimbursement Claim

[illegible]

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EXHIBIT D: Insurance Requirements *(forthcoming)*

Section I – Insurance to be Maintained by City of Sebastopol

City of Sebastopol 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 one year 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 City of Sebastopol 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 City of Sebastopol 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 City of Sebastopol currently has no employees as defined by the Labor Code of the State of California, City of Sebastopol 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 City of Sebastopol maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by City of Sebastopol.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. City of Sebastopol is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether City of Sebastopol has a claim against the insurance or is named as a party in any action involving the District.
- d. **Sonoma District Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401** shall be endorsed as additional insureds for liability arising out of City of Sebastopol's ongoing operations. (ISO endorsement CG 20 26 or equivalent).

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- 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 City of Sebastopol 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 City of Sebastopol 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 \$25,000 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: **Americorps Trail.**
- b. City of Sebastopol shall submit required Evidence of Insurance prior to the execution of this Agreement. City of Sebastopol 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 District 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.

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- e. City of Sebastopol 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

City of Sebastopol's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be Maintained by City of Sebastopol's contractors and/or consultants)

Contractors shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractors shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by District. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

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 Contractor 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 Contractor 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. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- e. Required Evidence of Insurance:
 - Subrogation waiver endorsement; and
 - Certificate of Insurance.

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

2. General Liability Insurance

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- 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 General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. **Sonoma District Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401 AND the City of Sebastopol, a Municipal Corporation shall both** be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. 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 autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.

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- d. Required Evidence of Insurance: Certificate of Insurance.

4. 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.

5. Documentation

- a. The Certificate of Insurance must include the following reference: **Americorps Trail**
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with District as specified in Sections 1 – 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **Sonoma District Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401 AND the City of Sebastopol, a Municipal Corporation.**
- d. Contractor shall submit required Evidence of Insurance 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. Contractor 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, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.