

**AGREEMENT FOR FUNDING
SPRING LAKE PARK ENVIRONMENTAL DISCOVERY CENTER
OF SONOMA COUNTY**

This Agreement is by and between the City of Santa Rosa, a Charter City (“City”), and the County of Sonoma, political subdivision of the State of California, by and through the Regional Parks Department (“County”).

RECITALS

- A. County operates Spring Lake Park (“Park”) under an existing Agreement with the Sonoma County Water Agency.
- B. County provides environmental education opportunities at the Environmental Discovery Center (“EDC”) of Sonoma County at the Park.
- C. By participating in the funding of the EDC, a contributor is entitled to name recognition at the EDC, in its publications, and programs. Contributors are also entitled to a seat on the EDC’s Advisory Committee and may place publications and displays at the EDC that further the contributor’s outreach goals.
- D. County has executed similar funding agreements with the City for development and operation of the EDC in the past.
- E. The City wishes to provide funding to County for the continued development and operation of the EDC in the amount of \$12,000 per year for a period of 5 years, commencing with fiscal year 2017/2018.
- F. The City has determined that continued operation of the EDC will serve to further its outreach goals related to the environment and storm water pollution prevention.

AGREEMENT

County through its Regional Parks Department and City agree as follows:

- 1. **RECITALS**
The above recitals are true and correct.

- 2. **CITY RESPONSIBILITIES**

2.1 Upon execution of this Agreement, receipt of an invoice, and approval of City’s budget for the current fiscal year, the City shall provide to County an annual payment in the amount of \$12,000 per fiscal year, for five successive fiscal years, beginning in 2017/2018. Funds are to be used for the continued development and operation of the Environmental Discovery Center of Sonoma County. The total amount authorized under

this Agreement shall not exceed \$60,000. The City's Finance Director is authorized to pay all proper claims from Account Number 330502.

3. REGIONAL PARKS' RESPONSIBILITIES

3.1 County shall use all funds provided by the City for the purpose of developing educational programs and services at the Environmental Discovery Center. Examples of appropriate educational programs include storm drain education using a watershed model, computer games, creek walk, crawl-through storm drain display, and an outreach program for all residents within Sonoma County.

3.2 County shall provide the City with the following other benefits:

- a. Signage at the EDC showing the City as a key partner in the development and operation of the EDC.
- b. Recognition in Regional Parks' newsletter and in media releases relating to the EDC and its operations.
- c. Recognition at special events relating to the EDC and its operations.
- d. Opportunities to place City publications and/or displays at the EDC.
- e. Development of displays and other outreach methods for the EDC.
- f. Demographic data of EDC's outreach is to be provided to the City in support of the City's NPDES Permit Annual Reporting to the NCRWQCB. Data should include but not be limited to annual total attendance, number of classrooms, number of groups, an estimate of each from Santa Rosa, and outreach efforts to ethnic communities.

3.3 Records: County shall maintain complete and accurate records of all EDC transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to the City at all reasonable times for inspection and analysis.

3.4 Statement of Costs: At the end of each fiscal year, County shall submit to City a statement of complete accounting of the City's portion of EDC operating costs.

3.5 Invoices: County shall invoice the City for costs authorized under this Agreement. All invoices submitted to City by County shall be clearly marked "County of Sonoma, Regional Parks, Funding of Spring Lake Park Environmental Discovery Center of Sonoma County".

4. OTHER PROVISIONS

4.1 Authority to Amend Agreement: The City Manager is authorized to execute in a form approved by the City Attorney, on behalf of the City, amendments that cumulatively do not exceed \$100,000. The Director of Regional Parks is authorized to execute such amendments in a form approved by County Counsel on behalf of the County of Sonoma.

All other changes to the Agreement must be authorized by the Board of Supervisors, or the Santa Rosa City Council.

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

4.3 Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

County through its Regional Parks Department and City acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. County and City acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

4.4 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.

4.5 Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried to the County of Sonoma.

4.6 Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

4.7 Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and 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.

4.8 Mutual Indemnification: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of

damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

4.9 Notices: Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City Contact:

Nick Sudano
Senior Environmental Specialist
City of Santa Rosa
Water Department
69 Stony Circle
Santa Rosa, CA 95401
nsudano@srcity.org

Regional Parks Contact:

Bethany Facendini
Community Engagement Manager
Sonoma County Regional Parks
2300 County Center Drive, #120-A
Santa Rosa, CA 95403
Bethany.facendini@sonoma-county.org

4.10 Term of Agreement: This Agreement shall terminate June 30, 2022 unless amended in accordance with the provisions specified under paragraph 4.1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

COUNTY OF SONOMA
APPROVED AS TO FORM FOR
COUNTY:

Date: _____

By: _____
County Counsel

COUNTY OF SONOMA BY AND
THROUGH THE REGIONAL PARKS
DEPARTMENT

Date _____

Taxpayer ID #
_____ ate:

By _____

Name: _____

Title: _____

CITY OF SANTA ROSA

APPROVED AS TO FORM FOR
CITY:

Date: _____

By: _____
City Attorney

A Charter City

By _____

Name: _____

Title _____

C: Agreement for Funding

