



Midpeninsula Regional  
Open Space District

## LEGISLATIVE, FUNDING, AND PUBLIC AFFAIRS COMMITTEE

R-18-31

March 27, 2018

### AGENDA ITEM 4

#### AGENDA ITEM

Partnership Funding Agreements for the Deer Hollow Farm White Barn Renovation Project

#### ACTING GENERAL MANAGER'S RECOMMENDATIONS

Review and confirm the proposed partnership funding agreements with the City of Mountain View and the Friends of Deer Hollow Farm to renovate the White Barn at Deer Hollow Farm.

#### SUMMARY

The Deer Hollow Farm White Barn historic and structural assessment concluded that the White Barn is eligible for listing in the California Register of Historic Resources and that significant structural improvements are required to ensure its long-term stability. Pending Committee Review and Board approval, a combination of donated, Measure AA, and City of Mountain View funds are available to fund the renovation. Implementation is scheduled for late 2019. Draft funding agreements with the City of Mountain View and the Friends of Deer Hollow Farm are presented herein for Committee review.

#### DISCUSSION

The Midpeninsula Regional Open Space District (District) began evaluating the potential scope for the Deer Hollow Farm White Barn Renovation Project upon the donation of approximately \$330,000 by the George Tindall estate to the District and the Friends of Deer Hollow Farm (FODHF). The scope of work was prepared in consultation with the City of Mountain View (City) who runs the educational programs at Deer Hollow Farm.

The White Barn is in need of repair to ensure that this important historic and educational resource remains stable and safe in the long term. Required structural repairs include installation of a new concrete foundation and stem walls, sheer walls for seismic and wind resistance, and improved connections between the walls, roof, and foundation elements to provide for code-required load bearing capacity. A number of additional improvements are also recommended to provide safe access, minimize long-term maintenance, and replace damaged or degraded material. These improvements involve site grading; additional drainage features; replacement of rotten or broken rafters, new siding, and support posts; and replacement of the interior stair. The project cost is expected to range from \$450,000 to \$600,000 (including planning, design, permitting, and construction), depending on final design considerations.

Deer Hollow Farm is jointly operated by the District and the City of Mountain View according to the terms of a partnership agreement established in 1981, and most recently renewed in 2015.

According to the agreement, the District owns and maintains the facility, while the City provides, coordinates and manages an environmental education program. It is the intent of the agreement that the budgets and expense of both parties will be approximately equal, and that all expenses greater than \$2,000 shall be mutually agreed-upon. District and City staff have collaborated to define the Project scope, schedule, and proposed budget, as well as a proposed cost-sharing agreement for the *design phase* of the Project. The proposed partnership funding agreement with the City of Mountain View for the White Barn repairs would be an addendum to the existing Deer Hollow Farm agreement between the District and City (Attachment 1). The proposed addendum is subject to review by the full Board as well as the Mountain View City Council.

FODHF have provided extensive funding support to improve Farm facilities over the years, and wish to contribute their portion of the Tindall donation to the District for administration of the *construction phase* of the Project. FODHF is also willing to provide additional funds as can be allocated from their current budget or future fundraising efforts. The District recognizes the outstanding generosity of FODHF and of its contributing donors, who have voiced their interest in further supporting the fundraising effort through public outreach and other means as necessary. Measure AA funds are available to augment partner and donated monies, as necessary, to fully fund Project construction. Proposed partnership terms with FODHF are provided as Attachment 2.

## **FISCAL IMPACT**

The preliminary estimated budget for the Deer Hollow Farm White Barn Renovation Project is expected to range from \$450,000 to \$600,000 (including design, permitting, and construction costs), depending on final designs and permit requirements. There is no fiscal impact to the FY2017-18 budget in presenting the proposed funding agreements to the Committee for review and feedback, or subsequently to the full Board for consideration. If approved by the Board, the District would include \$40,000 in its FY2018-19 Capital Improvement and Action Plan (CIAP) for the design phase. Construction and permitting costs, which would be developed during the design work, would be included in the future FY2019-20 CIAP. The Tindall donation and FODHF are available to help fund the construction. Moreover, both the District and the FODHF will work collaboratively to raise additional donations to cover the remaining construction cost. Depending on actual additional donations raised, up to \$100,000 from Measure AA may be needed in future years to fully fund the construction work.

## **BOARD COMMITTEE REVIEW**

A Board Committee did not previously review this item.

## **PUBLIC NOTICE**

Public notice was provided as required by the Brown Act. No additional notice is required.

## **CEQA COMPLIANCE**

Consideration of partnership funding agreements is not a project subject to the California Environmental Quality Act. CEQA will be completed as part of the design phase for the Project.

**NEXT STEPS**

Task	Tentative Schedule
LFPAC considers funding and partnership agreements	March 27, 2018
Board considers adding the design phase of the Deer Hollow Farm White Barn Renovation Project in the FY2018-19 Action Plan	April-May 2018
City of Mountain View City Council considers allocating project funding in the City’s FY2018-2019 Budget	June 2018
Board considers approval of funding agreements	June 2018
Design and Permitting Phase	July 2018 – January 2019
Construction Phase (tentative)	Fall 2019

Attachments:

1. City of Mountain View Existing Agreement and Addendum
2. Draft Funding Partnership (Letter) Agreement with Friends of Deer Hollow Farm

Responsible Department Head:  
Jane Mark, AICP, Planning Manager

Prepared by:  
Lisa Bankosh, Planner III

**ADDENDUM #1  
TO  
AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND MIDPENINSULA REGIONAL OPEN SPACE DISTRICT FOR  
THE OPERATION AND MANAGEMENT OF DEER HOLLOW FARM**

This Addendum is dated for identification as of \_\_\_\_\_, and is an Addendum to an Agreement dated July 1, 2015, made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039 (hereinafter "CITY"), and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a public district under the laws of California, whose address is 330 Distel Circle, Los Altos, California, 94022-1404 (hereinafter "DISTRICT").

**RECITALS**

WHEREAS, on November 12, 1981, CITY and DISTRICT entered into an Agreement allowing CITY to provide activities for its citizens at Deer Hollow Farm within DISTRICT's Rancho San Antonio Open Space Preserve ("the 1981 Agreement") and thereafter amended said Agreement on June 12, 1986, November 19, 1991, July 1, 1994 and July 1, 1995 (the "1986 Amendment," the "1991 Amendment," the "1994 Amendment" and the "1995 Amendment," respectively); and

WHEREAS, on June 1, 1996, CITY, DISTRICT and the County of Santa Clara (COUNTY) entered into a new Agreement for the joint operation of Deer Hollow Farm and thereafter amended said Agreement on August 1, 1999; and entered into a further Agreement in July 2000 and June 2001; and

WHEREAS, on July 1, 2010, July 1, 2011, and July 1, 2013, CITY and DISTRICT amended said Agreement (the "2010 Amendment", the "2011 Amendment" and the "2013 Amendment," respectively); and

WHEREAS, effective July 1, 2015, CITY and DISTRICT entered into a new Agreement, attached hereto and incorporated by reference as Exhibit A. (Hereinafter, this July 1, 2015 Agreement shall be referenced as the "Agreement"); and

WHEREAS, the Agreement, at Section 7.a. "Extraordinary Expenses," contemplates potential further agreements regarding repairs or replacements of structures or facilities at Deer Hollow Farm in excess of Two Thousand Dollars (\$2000); and

WHEREAS, by this Addendum #1, the Parties set out the terms and conditions concerning Extraordinary Expenses now required for the renovation of the Deer Hollow Farm White Barn.

NOW, THEREFORE, in consideration of the recitals and mutual promises, covenants and obligations contained herein, CITY and DISTRICT agree to this Addendum #1 to the Agreement, as follows:

1. **Property Description.** As noted in the Agreement, the property consists of the buildings, structures, improvements, fencing and facilities located at 7550 Saint Joseph Avenue, Los Altos, California, 94024, as described in Exhibit A, attached hereto and incorporated herein. The property and said facilities as shown on Attachment A will hereafter be collectively referred to as "Deer Hollow Farm."
2. **White Barn.** One of the primary structures on the Deer Hollow Farm, as shown on Exhibit A to the Agreement, is the "White Barn." Among the various maintenance and repair issues related to its upkeep and operation, the White Barn is in need of renovation work, including the replacement of its foundation ("Renovation Work"), the costs of which shall exceed two thousand dollars (\$2000).
3. **Extraordinary Expenses.** Section 7.a of the Agreement provides as follows:

*"In the event the total cost of any single repair or replacement of structures or facilities at Deer Hollow Farm, including the DISTRICT-owned residence occupied by CITY's designated staff, exceeds Two Thousand Dollars (\$2,000) in materials and/or labor, CITY and DISTRICT will meet to determine whether to proceed with the repair and, if so, the parties will mutually agree upon cost sharing."*

As an expense in excess of two thousand dollars, the Renovation Work is an "extraordinary expense."

4. **Cost-sharing.** The CITY, the DISTRICT, and the non-profit organization "Friends of Deer Hollow Farm" ("Friends") are each contributing to the Renovation Work. As between the CITY and the DISTRICT, the Parties agree as follows:
  - a. DISTRICT shall perform and/or manage the contracts, as appropriate, for the planning, historic and structural evaluation, CEQA review, permitting, engineering, design, and construction of the Renovation Work.

- b. CITY shall contribute \$35,000 toward the design-phase costs of the Renovation Work, as incurred by DISTRICT, to be paid on a receipts basis.
  - c. DISTRICT shall contribute the remaining funds necessary to complete the design phase of the Renovation Work, in addition to the contribution of staff time in planning and managing the contracts for the design work.
  - d. DISTRICT and Friends shall contribute the George Tindall Estate donation funds in the amount of \$305,000 to the construction phase of the project, and shall secure any necessary supplemental funding to complete the Renovation Work. The CITY shall have no responsibility for any such construction or supplemental funding.
5. All other terms and conditions as out in the Agreement remain in force and unaltered by this Addendum #1.

IN WITNESS WHEREOF, this Addendum #1, dated \_\_\_\_\_,  
between the City of Mountain View and Midpeninsula Regional Open Space District for  
he operation and management of Deer Hollow Farm, is executed by CITY and DISTRICT.

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Community Services Director

“CITY”:  
CITY OF MOUNTAIN VIEW,  
a California Charter City and municipal  
corporation

FINANCIAL APPROVAL:

\_\_\_\_\_  
Finance and Administrative  
Services Director

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

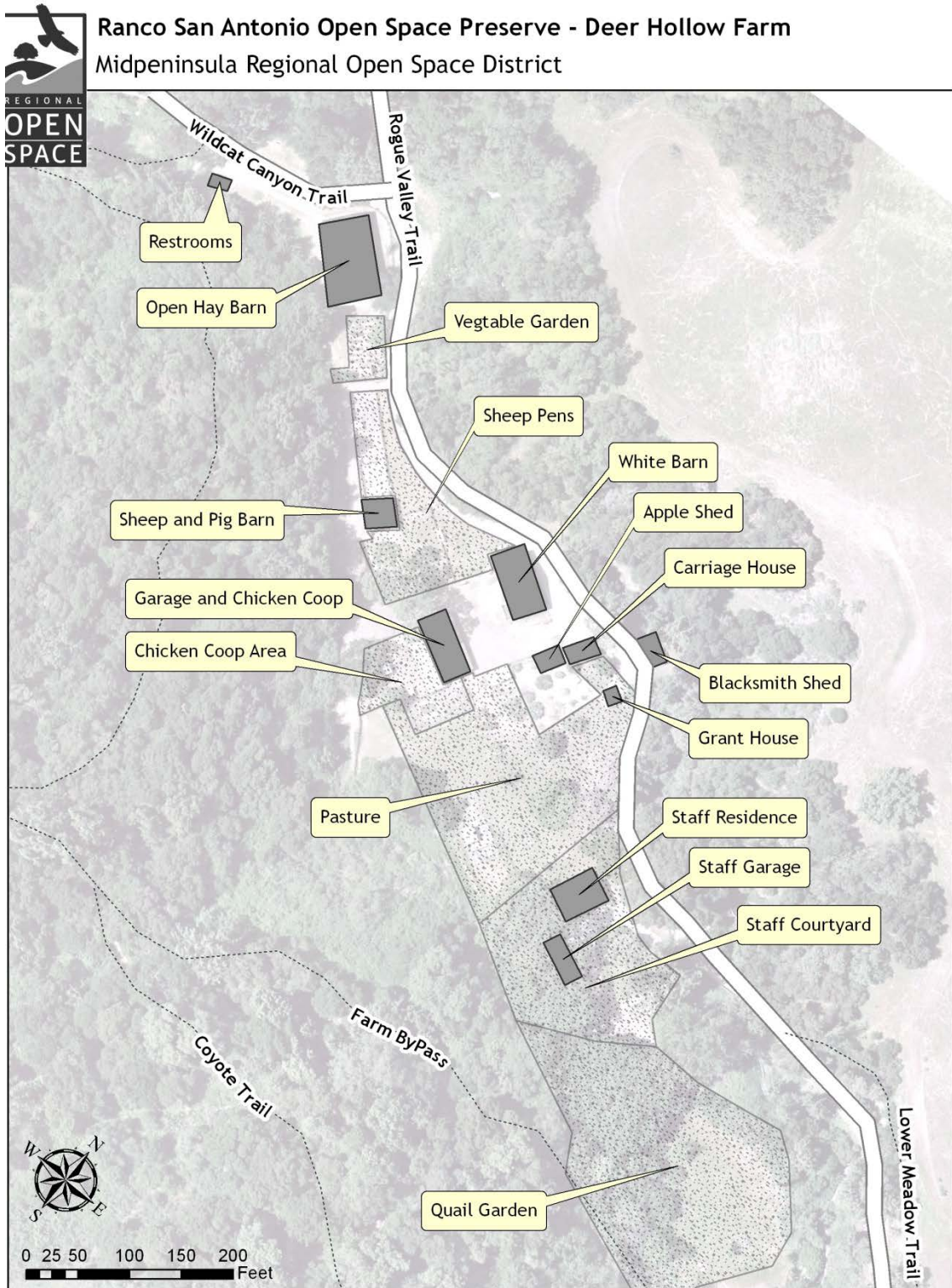
\_\_\_\_\_  
City Attorney

“DISTRICT”:  
MIDPENINSULA REGIONAL OPEN  
SPACE DISTRICT, a public district under  
the laws of California

By: \_\_\_\_\_  
Ana Ruiz  
Acting General Manager

By: \_\_\_\_\_  
Hilary Stevenson  
Acting General Counsel

EXHIBIT A - DEER HOLLOW FARM MAP





DRAFT

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND MIDPENINSULA REGIONAL OPEN SPACE DISTRICT FOR  
THE OPERATION AND MANAGEMENT OF DEER HOLLOW FARM**

This contract is dated for identification this 1st day of July 2015, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a public district under the laws of California, whose address is 330 Distel Circle, Los Altos, California, 94022-1404 (hereinafter "DISTRICT").

**RECITALS**

WHEREAS, on November 12, 1981, CITY and DISTRICT entered into an Agreement allowing CITY to provide activities for its citizens at Deer Hollow Farm within DISTRICT's Rancho San Antonio Open Space Preserve ("the 1981 Agreement") and thereafter amended said Agreement on June 12, 1986; November 19, 1991; July 1, 1994; and July 1, 1995 (the "1986 Amendment," the "1991 Amendment," the "1994 Amendment," and the "1995 Amendment," respectively); and

WHEREAS, on June 1, 1996, CITY, DISTRICT, and the County of Santa Clara (hereinafter "COUNTY") entered into a new Agreement for the joint operation of Deer Hollow Farm and thereafter amended said Agreement on August 1, 1999, and entered into a further Agreement in July 2000 and June 2001; and

WHEREAS, on July 1, 2010; July 1, 2011; and July 1, 2013, CITY and DISTRICT amended said Agreement (the "2010 Amendment," the "2011 Amendment," and the "2013 Amendment," respectively); and

WHEREAS, DISTRICT and COUNTY have entered into a separate Agreement for Operation and Management of Rancho San Antonio County Park whereby, as of the effective date, DISTRICT has agreed to operate and maintain the COUNTY-owned Rancho San Antonio County Park, which is adjacent to the DISTRICT-owned Rancho San Antonio Open Space Preserve, and in which the DISTRICT and COUNTY agreed to continue funding for the Deer Hollow Farm Program; and

WHEREAS, CITY and DISTRICT have determined that continuation of Deer Hollow Farm is a mutually agreed-upon goal directly furthering the purposes of both agencies, and providing recreational and educational opportunities to constituents of both agencies.

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants, and obligations contained herein, CITY and DISTRICT agree as follows:

1. **Property Description.** The property consists of the buildings, structures, improvements, fencing, and facilities located at 7550 Saint Joseph Avenue, Los Altos, California, 94024, as described in Exhibit A, attached hereto and incorporated herein. The property and said facilities as shown on Exhibit A will hereafter be collectively referred to as "Deer Hollow Farm."

2. **Program Responsibilities.** CITY will provide, coordinate, and manage a program of environmental education in the form of summer camps and school year classes at Deer Hollow Farm, which is located on Rancho San Antonio Open Space Preserve property owned by DISTRICT (hereinafter "the PROGRAM"). Deer Hollow Farm will be open to the public for drop-in visits Tuesdays, Thursdays, Fridays, Saturdays, and Sundays from 8:00 a.m. to 4:00 p.m., as well as Wednesdays from 8:00 a.m. to 1:00 p.m. CITY will consult with DISTRICT prior to modifying the PROGRAM responsibilities.

3. **Term of Agreement.** The term of this Agreement shall commence on July 1, 2015 and terminate on June 30, 2020, except if terminated earlier pursuant to the provisions of this Agreement. The term may be extended by CITY and DISTRICT for one (1) additional five (5) year period provided both parties agree to the terms. If CITY and DISTRICT elect to extend the term, CITY shall notify DISTRICT or DISTRICT shall notify CITY, in writing, no later than April 30, 2019, for the extension term. DISTRICT or CITY shall have thirty (30) days from the date notified by the other party of its election to the extension, to agree to the extension, which agreement shall be in writing.

4. **Description of Repair and Maintenance Services.**

a. DISTRICT will provide repair and maintenance services for the operation of Deer Hollow Farm, including the maintenance of all buildings, structures, improvements, fencing, and facilities in Deer Hollow Farm.

b. DISTRICT shall provide the services of a maintenance worker, pursuant to a mutually agreed-upon schedule. DISTRICT shall provide skilled work crews and supervision as required.

c. Said maintenance worker and crews will remain employees of DISTRICT and shall not be deemed agents, servants, or employees of CITY.

d. DISTRICT shall be responsible for provision of all janitorial-, plumbing-, electrical-, and maintenance-related supplies, including, but not limited to, toilet paper, sanitizing chemicals, lumber, nails, pipe, and wire. DISTRICT shall be responsible for

routine maintenance of Deer Hollow Farm. CITY shall provide for supplies and materials as related to preapproved special projects funded by Friends of Deer Hollow Farm grants.

e. CITY and DISTRICT shall be jointly responsible for maintaining the current inventory of hand and power tools at Deer Hollow Farm. Each agency shall be responsible for an inventory list and such tools shall remain the property of CITY and/or DISTRICT, as applicable.

f. Any alterations, additions, or improvements to or of Deer Hollow Farm or any part thereof, including, but not limited to, outbuildings, fences, signs, or structures of any kind, shall require the prior written approval of DISTRICT (e-mail communication is acceptable). DISTRICT shall consult with CITY prior to making any major changes to buildings or facilities.

5. **Statement of Cost of Services.**

a. DISTRICT and CITY shall meet by each December 31 of the term of this Agreement to review DISTRICT's and CITY's proposed upcoming fiscal year budgets for Deer Hollow Farm (defined as July 1 to June 30 for the purposes of this Agreement). It is the intent of the parties that their budgets and expenses shall be approximately equal, unless the parties agree otherwise.

b. During the term of this Agreement, DISTRICT will provide Seventy-Five Thousand Dollars (\$75,000) per year to CITY for the funding of the PROGRAM. DISTRICT shall remit these funds to CITY no later than December 31 of each calendar year during the term of the Agreement, provided that DISTRICT continues to receive funding from COUNTY under its separate Agreement wherein COUNTY funds DISTRICT's operation and management of Rancho San Antonio County Park. CITY shall apply said funds exclusively to the PROGRAM. In addition to the foregoing, DISTRICT will provide personnel and maintenance services for Deer Hollow Farm as more particularly set forth herein.

6. **DISTRICT-Owned Residence.**

a. Notwithstanding any of the foregoing, CITY shall be solely responsible for the cost of all utilities (including, but not limited to, electricity, gas, and solid-waste disposal), and for any possessory interest tax, at the DISTRICT-owned residence located at 7500 Saint Joseph Avenue, Los Altos, California, 94024, and currently occupied by CITY's designated staff, so long as it is occupied by CITY designated staff. At CITY's discretion, CITY may elect to have its employee pay any or all of the costs of the utilities, but this shall not relieve CITY of its obligation to pay such utility costs.

b. CITY shall negotiate in good faith to enter into an Agreement with CITY employee for occupancy of the DISTRICT-owned residence to further the purposes of the PROGRAM. The consideration for the lease shall be the parties' mutual agreements and promises herein as well as nominal rent.

7. **Extraordinary Expenses.**

a. In the event the total cost of any single repair or replacement of structures or facilities at Deer Hollow Farm, including the DISTRICT-owned residence occupied by CITY's designated staff, exceeds Two Thousand Dollars (\$2,000) in materials and/or labor, CITY and DISTRICT will meet to determine whether to proceed with the repair and, if so, the parties will mutually agree upon cost sharing.

b. If CITY declines to pay for a project reviewed pursuant to this subsection, DISTRICT may, but is not required to, undertake such a project if DISTRICT, in its reasonable discretion, believes such a project is necessary for the protection of the public safety, health, welfare, or the environment.

c. If DISTRICT approves of a project, but declines to pay for said project, CITY may, but is not required to, undertake such project if CITY, in its reasonable discretion, believes that such project is necessary for the protection of the public safety, health, welfare, or the environment.

8. **Operational Responsibilities.**

a. The operation of the PROGRAM at Deer Hollow Farm shall be under the direction of CITY's Community Services Director or his/her designee. CITY will provide one (1) staff person to manage/supervise the PROGRAM on a day-to-day basis. The staff person will also provide day-to-day direction to the maintenance workers provided by DISTRICT. CITY's designated staff members shall comply with all applicable current DISTRICT ordinances.

b. CITY and DISTRICT shall abide by DISTRICT's Integrated Pest Management policy.

9. **Selection Process.**

a. CITY may participate in the selection process for DISTRICT's maintenance workers assigned to Deer Hollow Farm. CITY's participation will consist of one (1) CITY representative sitting as a member of DISTRICT's oral interview board for this position and providing CITY comment if desired. However, DISTRICT shall have the sole authority to make the final determination with regard to any assignment or employment of its employees.

b. DISTRICT may participate in the selection process for CITY's resident staff person assigned to manage/supervise the PROGRAM. DISTRICT's participation will consist of one (1) DISTRICT representative sitting as a member of CITY's oral interview board for this position and providing DISTRICT comment if desired. However, CITY shall have the sole authority to make the final determination with regard to any employment or assignment of its employees.

10. **PROGRAM Components.** Registration for school class visits shall be allocated by CITY as follows:

a. One-third (1/3) of all available openings for the school year will be reserved for schools located in Mountain View.

b. One-third (1/3) of all available openings for the school year will be reserved for schools located both within COUNTY and DISTRICT boundaries.

c. One-third (1/3) of all available openings for the school year will be reserved for schools located in either COUNTY or DISTRICT boundaries.

d. Mountain View schools are included in all three (3) categories listed above.

e. Any remaining openings will be available for schools located outside both COUNTY and DISTRICT boundaries.

11. **Fees.**

a. **Class Visits:** CITY will establish and collect fees for class visits to the PROGRAM. All proceeds from the fees for such visits shall belong to CITY. Fees for class visits shall be based upon a schedule to be developed by February 1 of each year, to be applicable for the upcoming fiscal year. CITY shall advise DISTRICT prior to the development of the fee schedule. Fees must provide a preferential rate for schools located within DISTRICT's boundaries, CITY limits, and COUNTY boundaries. Fees are subject to final approval by CITY's City Council.

b. **Summer Camp:** CITY will establish and collect fees for individuals and groups participating in the "summer camp" component of the PROGRAM. All proceeds from the fees for the summer camp shall belong to CITY. Fees for the summer camp shall be based upon a schedule to be developed by February 1 of each year, to be applicable for the upcoming fiscal year. CITY shall advise DISTRICT prior to the development of the fee schedule. Fees must provide a preferential rate for residents

living within DISTRICT's boundaries, CITY limits, and COUNTY boundaries. Fees are subject to final approval by CITY's City Council.

12. Insurance.

a. Commercial General Liability/Automobile Liability Insurance:

DISTRICT shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. DISTRICT's insurance coverage shall be written on an occurrence basis.

CITY shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. CITY's insurance coverage shall be written on an occurrence basis.

The requirements of this Section may be satisfied by delivery to the other party of evidence of equivalent insurance coverage provided by membership in a governmental agency self-insured program.

b. Workers' Compensation Insurance:

DISTRICT shall be responsible for the Workers' Compensation coverage and care of DISTRICT employees, volunteers, and agents, including those employees, volunteers, and agents performing any acts at Deer Hollow Farm under this Agreement in accordance with California statutory limits. CITY shall be responsible for the Workers' Compensation coverage and care of CITY employees, volunteers, and agents performing any acts at Deer Hollow Farm under this Agreement in accordance with California statutory limits.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.

d. Verification of Coverage: Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or

a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

e. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by CITY's Risk Manager for Commercial General Liability and Automobile Liability coverage.

(2) For any claims related to this project, DISTRICT's insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(4) In the event DISTRICT employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of DISTRICT to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

(5) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which DISTRICT may be held responsible for payment of damages resulting from DISTRICT's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(6) If, for any reason, DISTRICT fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this contract and obtain damages from DISTRICT resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to DISTRICT, CITY may deduct from sums due to DISTRICT any premium costs advanced by CITY for such insurance.

13. Mutual Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the CITY and DISTRICT agree that pursuant to Government Code Section 895.4, CITY and DISTRICT shall fully indemnify and hold the other party, their officers, board members, employees, and agents harmless from any claim, expense or cost, damage or liability imposed for injury (as



defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement.

No party, nor any officer, board member, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other parties under this Agreement.

If liability arises due to the alleged concurrent negligence of CITY and DISTRICT, or any combination thereof, in the event of a claim, action, or suit by a third party, CITY and DISTRICT shall contribute costs of any such suits, defense, damages, costs, and liability in proportion to its fault as determined under the principles of comparative negligence.

14. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office and DISTRICT's General Counsel, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

15. **Nondiscrimination.** DISTRICT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

16. **Amendment.** This Agreement may be amended in writing and signed by both parties.

17. **Termination.**

a. Any party may, without cause, withdraw unilaterally from this Agreement upon one hundred eighty (180) days' written notice to the other party prior to July 1 of each year of this Agreement.

b. In the event DISTRICT receives notice from COUNTY of termination of its funding for DISTRICT's operation and management of Rancho San Antonio County

Park, DISTRICT will notify CITY in writing of such termination as soon as practicable. DISTRICT shall not be obligated to submit subsequent payments due to CITY under this Agreement unless both parties agree to the terms of such payment(s) in writing.

c. Termination of this Agreement will also result in the termination of the right of any CITY employee, agent, or sublessee to occupy the DISTRICT-owned residence at Deer Hollow Farm, and all residents must vacate the premises upon termination of this Agreement. Any agreement between CITY and any CITY employee, agent, or sublessee for occupation of the DISTRICT-owned residence must include this provision.

18. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

19. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

20. **Public Records.** The parties recognize and acknowledge that CITY and DISTRICT are subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

21. **Waiver.** The failure of any party to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY or DISTRICT may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, and covenants contained herein.

22. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

23. **Captions.** The captions in the articles of this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

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24. **Notices.** Any notice required to be given to DISTRICT shall be deemed to be duly and properly given if mailed to DISTRICT, postage prepaid, addressed to:

Midpeninsula Regional Open Space District  
General Manager  
330 Distel Circle  
Los Altos, CA 94022-1404

or personally delivered to DISTRICT at such address or at such other addresses as DISTRICT may designate in writing to CITY.

Any notice required to be given CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

Community Services Director  
c/o Recreation Supervisor Deer Hollow Farm  
City of Mountain View  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to DISTRICT.

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IN WITNESS WHEREOF, this Agreement, dated July 1, 2015, between the City of Mountain View and Midpeninsula Regional Open Space District for the operation and management of Deer Hollow Farm, is executed by CITY and DISTRICT.

APPROVED AS TO CONTENT:

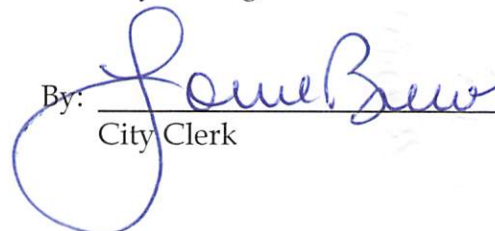
  
\_\_\_\_\_  
Community Services Director *for JM*

"CITY":  
CITY OF MOUNTAIN VIEW,  
a California Charter City and municipal  
corporation


By:   
\_\_\_\_\_  
City Manager

FINANCIAL APPROVAL:

  
\_\_\_\_\_  
Finance and Administrative  
Services Director

By:   
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

*Sr ASST*   
\_\_\_\_\_  
City Attorney

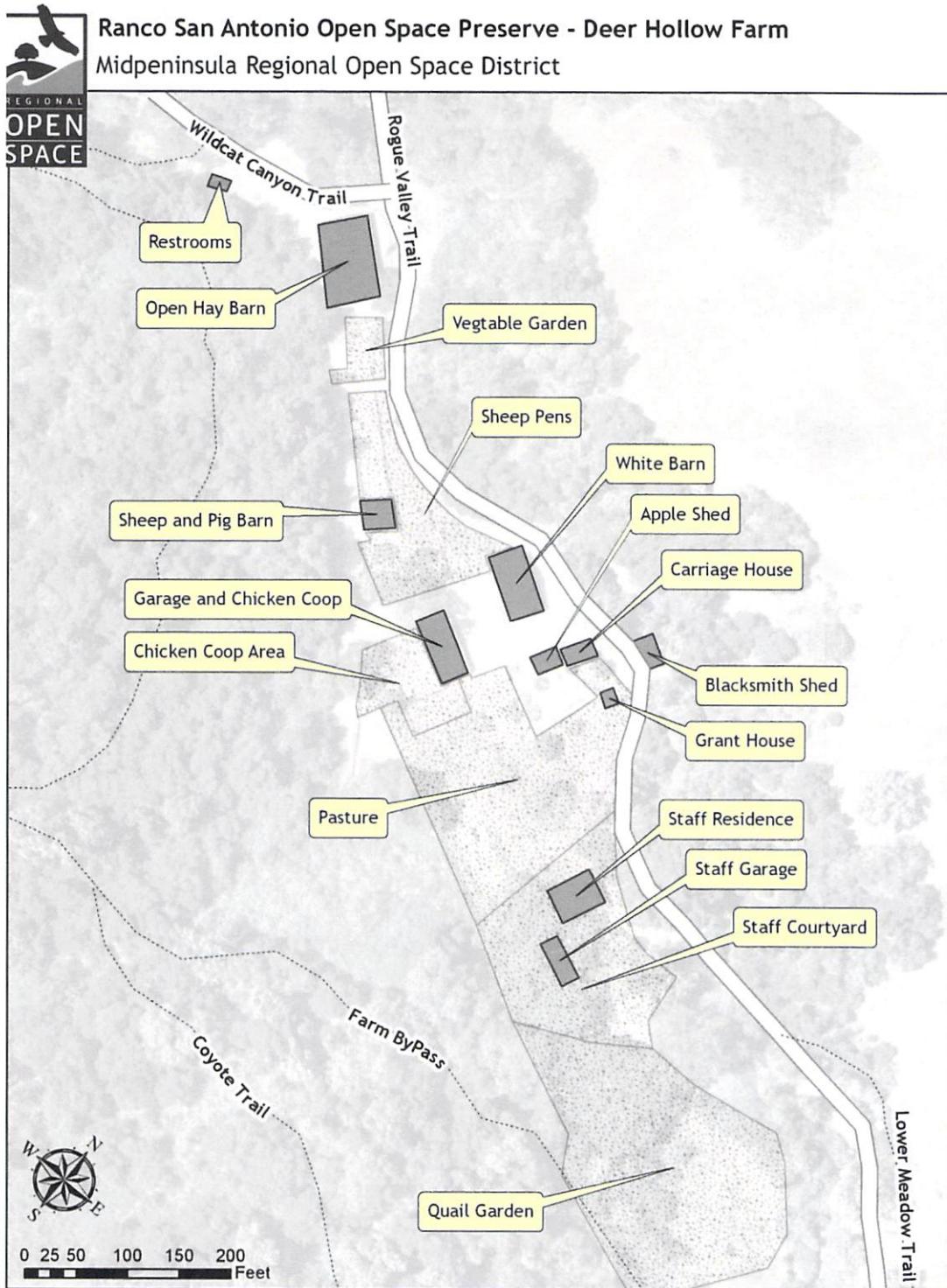
"DISTRICT":  
MIDPENINSULA REGIONAL OPEN  
SPACE DISTRICT, a public district  
under the laws of California

By:   
\_\_\_\_\_  
Stephen E. Abbors  
General Manager

By:   
\_\_\_\_\_  
Sheryl Schaffner  
General Counsel

\_\_\_\_\_  
Taxpayer I.D. Number

DEER HOLLOW FARM MAP





\_\_\_\_\_, 2018

Lauren Merriman, President  
Friends of Deer Hollow Farm  
P.O. Box 4282  
Mountain View, CA 94040

Re: Letter of Agreement – Deer Hollow Farm, White Barn Renovation

Dear Ms. Merriman,

As you know, Friends of Deer Hollow Farm (FDHF) and Midpeninsula Regional Open Space District (District) are embarking on a collaborative effort to fund and implement renovation work at the White Barn at Deer Hollow Farm, including a new foundation for the structure.

The District and FDHF were fortunate to receive gifts from the George Tindall Estate in 2016, which were given with a request for the District to use the funds for the benefit of Rancho San Antonio, and a separate gift to the FDHF for the betterment of Deer Hollow Farm. Honoring those generous gifts and the intent behind them, our respective staff have been working toward the study, planning, design, funding and construction to conduct certain renovations for the long-term stability and protection of the White Barn at Deer Hollow Farm (Project).

District staff have already embarked on the planning phase using District funds and resources, with \$37,000 in District Measure AA funds already allocated to this Project in Fiscal Year 2017-2018, including the completion of an historic and structural evaluation to determine recommended stabilization measures and cost-estimates to protect the White Barn in the long-term. The environmental review, design and permitting for the work will be proposed for funding with the inclusion of \$40,000 of District funds in the 2018-2019 fiscal year, hopefully augmented by a \$35,000 contribution from the City of Mountain as well, under separate negotiation with the District and up for consideration by the City Council this summer. The construction phase, also led by District staff, is planned for fiscal year 2019-2020, if all goes according to plan. The total cost of the planning, design, permitting and construction is anticipated to range from \$450,000 to \$600,000, but those numbers are still under development.

By signature of this letter, FDHF agrees to contribute to the effort by donating its share of the Tindall gifts to the Project, paid to the District, to be used solely on the White Barn renovation Project. FDHF agrees that on or before the construction contract is executed, it will provide a contribution of \$165,000 to the District to help defray a portion of the total costs of the Project. It is understood that this \$165,000 FDHF contribution will not fully fund the Project, and that the Project cannot be implemented until each phase of the required budget is approved by the District’s Board of Directors, and all environmental review and permitting requirements are successfully met. The FDHF and the District agree that the \$165,000, once paid by the FDHF will not be refundable once the first construction contract is let to conduct the renovation work. Before that time, FDHF’s funds will be refundable only if, before construction, it is deemed not feasible to continue with the project for any reason (e.g., permitting issues, constructability issues, financial infeasibility, etc.).

If all of the foregoing funding commitments are realized, both the District and FDHF recognize that the costs of completing the Project will still likely exceed the proposed funding allocations. The FDHF and the District will work collaboratively to seek additional external funding as needs arise. The District and FDHF will both use their public-outreach tools to try to obtain additional donations or grants to help close any financial gap in executing the Project.

The District will maintain full control over the planning, analysis, contract management, and implementation of the Project, and will keep the FDHF informed of progress, milestones, and any significant hurdles that might be encountered, especially if they might affect fundraising or the timeline.

District staff is enthusiastic about completing this Project. We want to thank the FDHF for this wonderful opportunity to partner with FDHF, and to efficiently leverage the Tindall gifts, along with other City, District, and FDHF funding and staff resources, all for the greater public benefit.

Very truly yours,

AGREED TO:

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Ana Ruiz, Acting General Manager  
Midpeninsula Regional Open Space District

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Lauren Merriman, President  
Friends of Deer Hollow Farm