

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:
423000203

1. This Agreement is entered into between the City of Stockton ("City") and California Farmland Trust ("Contractor") to engage in the protection of farmland, primarily through the acquisition of agricultural conservation easements (ACE) as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: 10/01/2022 Terminates on: 09/30/2024

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$N/A

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions ARPA

(If applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

California Farmland Trust

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Charter Mitchell
Authorized Signature

10/12/22
Date

Charlotte Mitchell, Executive Director

Printed Name and Title of Person Signing

P O Box 1960 Elk Grove, CA 95759

Address

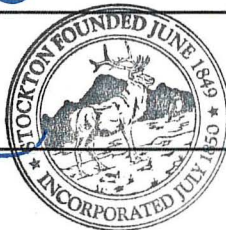
CITY OF STOCKTON

H Black
Harry Black, City Manager

112023
Date

ATTEST:

for Eliza R. Garza
Eliza R. Garza CMC, City Clerk



APPROVED AS TO FORM:
Lori M. Asuncion, Acting City Attorney

BY:

423000203

NP

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

- 1.1 Mitigation of farmland development, primarily through the acquisition of Agricultural Conservation Easements (ACE).

2. Project Scope

- 2.1 Work directly with the City, developers, and landowners to secure and facilitate the recordation of agricultural conservation easements in San Joaquin County that meet California Farmland Trust's selection criteria and that comply with the Public Facilities Fee Program Administrative Guidelines (PFF Program Administrative Guidelines).
- 2.2 Monitor and enforce the agricultural conservation easements in accordance with agricultural conservation easement terms and conditions, internal California Farmland Trust policies and procedures, and industry standards.
- 2.3 Administer funds generated pursuant to the terms and conditions contained in the PFF Program Administrative Guidelines and in accordance with internal California Farmland Trust policies and procedures.
- 2.4 Pursue the direct acquisition of fee land and agricultural conservation easements within San Joaquin County pursuant to the terms and conditions contained in the City's PFF Program Administrative Guidelines and in accordance with California Farmland Trust policies and procedures.

3. Specifications

- 3.1 California Farmland Trust will maintain the funds in a liquid conservative investment account managed by Merrill Lynch or another appropriate firm, using any interest generated for the purposes of this contract.
- 3.2 California Farmland Trust (Consultant) is a qualified non-profit public benefit entity (I.R.C. s.501(c)(3)).

4. Major Deliverables

- 4.1 Submit an annual report to the City regarding services rendered and efforts toward securing agricultural conservation easements for the previous year.

5. Tasks That Support the Deliverables

5.1 Annual Report should include the following information as listed in the sample below for the appropriate reporting period:

Current Reporting Year 2020-21

As of September 30, 2020, the Fees internally allocated for project development and acquisition totaled \$1,373,357.20. The total lifetime fees collected from the City were \$4,395,726.01

From October 1, 2020 through September 30, 2021, CFT received the following Fees from the City.

DATE RECVD	CHECK#	CHECK AMOUNT
11/05/2020	1263113	\$955,779.12
01/27/2021	1266064	\$41,520.66
06/05/2021	20002695	\$36,573.32
08/25/2021	20006589	\$489,142.14
Total Fee received		\$1,523,015.24

The following identifies the total amount of accrued Fees and project expenses from 2009 through September 30, 2021:

\$5,917,741.25	Total Fees Collected
\$(2,024,800.51)	Acquisition cost
\$(344,704.07)	Transaction cost
\$(463,290.29)	Administrative fee
\$(211,350.47)	Contingency/Interest
\$(245,611.03)	Monitoring cost
\$2,627,984.88	Total Fees Collected less Total Project Expenses

Internally accounted for as follows:

\$2,577,986.23	Acquisition costs
\$49,998.65	Transaction, monitoring, and legal defense
\$2,627,984.88	Total

During the reporting period (10/1/20- 9/30/21), two conservation easements (ACEs) were closed utilizing City fees. These two projects totaled 246 acres.

Overall, CFT had a successful year in San Joaquin County, closing three projects totaling 317 acres and another project in process that will protect an additional 53 acres in the County, CFT is also actively working on several other agricultural conservation easement projects in three counties throughout the valley.

City of Stockton
 Fee Accounting and Allocation Analysis
 For Fiscal Year: October 1, 2020 - September 30, 2021

Total Lifetime Fees Received			Allocation of Fees Received During Fiscal Year				
FEES RECEIVED			ACQUISITION	TRANSACTION MONITORING	ADMINISTRATIVE	CONTINGENCY	INTEREST
10/1/2020	Beginning Balance	\$ 4,395,726.01	\$ 3,831,210.82	\$ 294,459.77	\$ 140,579.44	\$ 37,213.07	\$ 92,262.91
DATE RECD	CHECK #	CHECK AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
11/09/20	1263113	\$ 955,779.12	\$ 771,558.22	\$ 39,807.99	\$ 99,568.40	\$ 44,844.51	
01/27/21	1266064	\$ 41,520.66	\$ 31,281.48	\$ 1,613.95	\$ 4,036.83	\$ 1,818.14	\$ 2,770.26
05/05/21	20002695	\$ 35,573.32	\$ 28,716.77	\$ 1,481.62	\$ 3,705.85	\$ 1,669.08	
08/25/21	20006589	\$ 489,142.14	\$ 394,862.82	\$ 20,372.68	\$ 50,956.44	\$ 22,950.22	
		\$ 1,522,015.24	\$ 1,226,419.29	\$ 63,276.22	\$ 158,267.52	\$ 71,281.95	\$ 2,770.26
9/30/2021	Ending Balance	\$ 5,917,741.25	\$ 5,057,630.11	\$ 357,735.99	\$ 298,846.96	\$ 108,495.02	\$ 95,033.17

Total Lifetime Project Expenses through last fiscal year					
	ACQUISITION	TRANSACTION MONITORING	ADMIN FEE	CONTINGENCY INTEREST	MONITORING
	\$ 2,023,800.51	\$ 308,636.42	\$ 305,022.77	\$ 140,068.52	\$ 245,611.03
Current Year Project Expenses (2020-21)					
	ACQUISITION	TRANSACTION MONITORING			
Machado - Baker Road Project	\$ (1,000.00)	\$ (13,024.65)			
Machado - Murray Road Project		\$ (23,043.00)			
	\$ (1,000.00)	\$ (36,067.65)	\$ -	\$ -	\$ -

Total Net Fees Remaining as of 9/30/2021 (total fees collected less total project expenses, lifetime to date)				
	TOTAL NET FEES REMAINING	ACQUISITION	TRANSACTION MONITORING	
9/30/2021	Ending Balance	\$ 2,627,984.88	\$ 2,577,986.23	\$ 49,998.65

6. Internal and External Standards and Guidelines

6.1 The Stockton Municipal Code section 16.72.260 imposes Public Facilities Fees on new development and the PFF Program Administrative Guidelines provide procedures for calculation, reimbursement, credit, or deferred payment. Section 6 of the guidelines specifically governs the Agricultural Land Mitigation Program.

7. Criteria of Acceptance for Deliverables

7.1 The annual report deliverable will be acceptable if the information as outlined in Task 5 above is submitted no later than 120 days (January 31) after the close of the prior reporting year (October 1 - September 30) to the City of Stockton, Community Development Department in care of the Deputy Community Development Director/Planning and Engineering.

8. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor:

California Farmland Trust
Attn: Charlotte Mitchell
PO Box 1960
Elk Grove, CA 95759

City:

City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

9. Key Personnel

Tracy LaBarber
Gareth Olson
Robert Liddicoat

10. Option to Renew.

The term of the Agreement is for two (2) years with three (3) one-year options to renew. The total term of the Agreement including the extended term shall not exceed five (5) years.

Exhibit B:
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Crime/Fidelity Bond** - Insurance no less than **\$1,000,000** per occurrence, covering all officers and employees, for loss of proceeds caused by dishonesty.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Ownership of Work.** The conservation easement deed prepared for an Agricultural Conservation Easement transaction is recorded in the public records, creating perpetual restrictions on the land, running to and enforceable by California Farmland Trust; the prepared document is not owned by anyone. All supporting documents related to the Agricultural Conservation Easement acquisition and due diligence must be retained by California Farmland Trust in accordance with Land Trust Alliance requirements for accreditation and under legal considerations. For example, appraisals, environmental site assessments, and other due diligence reports must run to the benefit of California Farmland Trust as the holder of the Agricultural Conservation Easement and in its role as a public charity holding charitable assets. Often the consultants preparing reports retain

the copyright in these materials. City will not own any of these documents. California Farmland Trust will provide copies of any of these documents to the City on request.

3.1 Notwithstanding Exhibit C, Section 5 (Ownership of Work) and Exhibit D, Section 12, second sentence (Copyright), City acknowledges that the Agricultural Conservation Easement document and all related reports, work product, all other documents completed or partially completed by or for California Farmland Trust in performance of this Agreement, will be owned and retained by California Farmland Trust or the preparer of such report, as applicable.

4. Termination. In clarification of Exhibit C, Section 11 (Termination), if this Agreement is terminated by the City, then California Farmland Trust will return all funds then held by California Farmland Trust under this Agreement to the City, except those funds then held by California Farmland Trust and committed for an Agricultural Conservation Easement project then pending (“Committed Funds”). The terms and provisions of this Agreement will survive the termination with regard to all retained Committed Funds, including the requirement to expend the Committed Funds only as permitted under this Agreement and to perform all reporting obligations under this Agreement. If a pending commitment does not proceed after the termination of the contract, the related Committed Funds will be reclassified as uncommitted funds and returned to the City.

5. Licenses, Certifications, and Permits. In clarification of Exhibit C, Section 17 (Licenses, Certifications, and Permits), the Contractor will not be required to obtain a business license as they are located outside of City limits, do not operate within the City of Stockton, and will be paying local business licensing taxes that apply within their jurisdiction.

6. Time for Performance. Contractor shall perform the services according to the schedule contained in Exhibit F.

6.1 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor’s agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

7. Standard of Performance. In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

7.1 Contractor’s Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor’s profession currently

practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

7.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

7.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

8. Compensation

In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

8.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

9. Personnel

Any work or services subcontracted hereunder shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

9.1 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

9.2 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

10. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

11. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or

governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

12. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

13. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

14. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated as follows for services identified in Exhibit A, in addition to the compensation requirements contained in Exhibits C and D:

1. Project Price

1.1 The project price paid to the Contractor shall be based on Agricultural Mitigation Fees collected from developers by the City of Stockton and then transferred to the Contractor on at least a quarterly basis. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 7 or other requirements of this Agreement.

1.2 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed N/A .

2. Task Price. The City Collects the Agricultural Land Mitigation Fee on eligible permits and maps. All proceeds from the fee will be remitted to the California Farmland Trust on a quarterly basis. California Farmland Trust is not required to provide invoices (but is required to provide the reporting required by this Agreement. The total collected amounts will be applied to establish Agricultural Conservation Easements at a total rate of \$9,868 per acre as detailed in the following table:

Task	Description	Task Price
1	Easement acquisition	\$7,966
2	Program Transaction Costs	\$411
3	Program Administration and Monitoring	\$1,028
4	Program Contingencies	\$463
	PRICE PER ACRE	\$9,868

Contractor shall use that portion of the \$1,028, which is not needed to cover current administrative costs, to fund an endowment so that the interest earned will pay for ongoing monitoring of the easements.

Contractor shall only use the \$463 for unusual contingency costs that arise during administration and monitoring.

If the developer obtains an Agricultural Conservation Easement, the developer shall pay Contractor directly for any of their costs in overseeing the acquisition. The developer shall also pay Contractor the \$1,028 portion of the Fee to cover post-acquisition administration and monitoring of the easement.

3. **Hourly Rates.** An hourly rate of \$175.00 will be charged for services rendered in conjunction with work completed pursuant to this Agreement. The City Manager may approve an annual increase in this hourly rate during the term of this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
Program Staff	Program Administration	\$175.00

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
N/A	N/A

5. **Annual Reports.** Contractor shall submit an annual report to the City containing evidence of services and efforts toward facilitating and securing Agricultural Conservation Easements to the below address:

City of Stockton Community Development Department
 Attention: Director of Community Development
 425 N. El Dorado Street
 Stockton, CA 95202

EXHIBIT F

TIMELINE

Consultant shall complete the requested services identified in Exhibit A as follows:

1. TIMELINE FOR COMPLETION OF WORK

- | | | |
|------|---|-----------|
| 1.1. | Work directly with the City, developers, and landowners to secure and facilitate the recordation of agricultural conservation easements in San Joaquin County | Weekly* |
| 1.2. | Monitor and enforce the agricultural conservation easements | Weekly * |
| 1.3. | Receive and administer funds | Quarterly |
| 1.4. | Pursue the direct acquisition of fee land and agricultural conservation easements within San Joaquin County | Weekly* |
| 1.5. | Submit an annual report to the City regarding services rendered and efforts toward securing agricultural conservation easements for the previous year. | Annually |

*ACE transactions are inherently complex and securing funding is challenging. When combined with the landowner's specific needs, desires, estate planning issues, and concerns, it becomes extremely difficult to predict when and where a project may materialize or to identify a definitive completion date. It is not uncommon to expend time and resources on an ACE project and subsequently have the landowner(s) decide not to proceed.



P.O. Box 1960
Elk Grove, California 95759

P: 916.687.3178
F: 916.685.1041

Received

DEC 15 2022

City of Stockton
Community Development

December 12, 2022

Mr. Matt Diaz, Planning Manager
City of Stockton
345 N. El Dorado Street
Stockton, CA 95202-1997

RE: Agricultural Mitigation Fee Program Annual Report for the Period of
October 1, 2021 – September 30, 2022

I am sharing with you and your City Council members for your review and consideration the Agricultural Mitigation Fee Program Annual Report for the period ending September 30, 2022.

California Farmland Trust works with willing landowners who wish to protect their farmland with a farmland conservation easement. We seek to protect California's best tracts of farmland and steward those easements in perpetuity. As I reported to you last year, our board of directors has been working on perpetuity planning to ensure the continued success of our organization. Since last year, the board developed a long-range strategic plan and planning goals to support the organization's mission.

In 2021-22 we closed five farmland conservation easements and currently have over 6,100 acres of viable farmland and eager landowners to pursue the protection of their land with a farmland easement. Our biggest hurdle is funding for these projects as we use a combination of grant funds and other matching funds from sources like the City of Stockton. The average farmland conservation easement value is currently \$11,970.00 per acre, including an amount dedicated to perpetuating the long-term stewardship of those easements.

You will find enclosed the Annual Report and supporting materials. In addition, a current IRS Form W-9 is provided to share with your accounting department so their records are current.





CALIFORNIA FARMLAND TRUST

www.cafarmtrust.org

P.O. Box 1960
Elk Grove, California 95759

P: 916.687.3178
F: 916.685.1041

Lastly, as part of the annual reporting, I offer to you and your members of the City Council a presentation of this report at an upcoming Council meeting. Do not hesitate to call or email to schedule a convenient time. Phone: 916-544-2712 and email: cmitchell@cafarmtrust.org.

Sincerely,

Charlotte Mitchell
Executive Director

Attachments:

City of Stockton Ag Mitigation Fee Program Annual Report
Fee Accounting and Allocation Analysis
W-9
Impact Report
Fall/Winter 2022 Legacy



City of Stockton Agricultural Mitigation Fee Program Annual Report

Background

On February 27, 2007 the City of Stockton (City) passed a resolution amending the Public Facilities Fee Program Administrative Guidelines by adding provisions regarding an Agricultural Land Mitigation Program (Program), including an in-kind acquisition and in-lieu fee. The resolution provided, in part, that in the event in-lieu agricultural conservation fees were collected, the City could expend or transfer them to the Central Valley Farmland Trust, now known as the California Farmland Trust (CFT), or other qualifying entity.

The Program further delineates and relegated the agricultural conservation fees (Fees) to the following uses:

1. Pay for the acquisition of agricultural mitigation lands (of equal or better quality to the land that is being converted) within the 'Central Zone' of San Joaquin County.
2. Pay for transaction costs related to the acquisition of agricultural mitigation lands.
3. Pay for ongoing monitoring and administrative costs related to the ongoing stewardship of agricultural mitigation lands.
4. Provide a contingency for unexpected transaction costs or future legal costs required to maintain the terms of an agricultural conservation easement.

On May 1, 2007, CFT entered a Professional Services Contract (Contract) with the City. The Contract delineated the parameters under which CFT is to administer the Fees. CFT will utilize the Fees received to acquire agricultural conservation easements (ACEs) and or fee lands for protecting productive farmland within San Joaquin County. On May 1, 2017, the City approved a three-year extension of the Contract (Exhibit A).

During the period of May 2007 and into early 2009, the Program was subject to pending litigation. During this period, the City continued to collect Fees but did not release those Fees to CFT. In early 2009 one lawsuit was settled, and a separate lawsuit remained pending. On January 28, 2009 the City released an initial two million dollars (\$2,000,000) in Fees to CFT.

On March 6, 2009 CFT tendered a letter (Exhibit B) to the City to clarify how the Fees received will be allocated among the distinct functions set forth in the Contract. The City concurred with the allocations contained in the letter, which formed the basis for CFT to receive, account for, and expend the Fees.

On May 1, 2017, CFT signed a renewed Professional Services Agreement with the City with a per-acre Fee of Nine Thousand Eight Hundred Sixty-Eight Dollars (\$9,868). This amount was allocated as follows:

\$7,966 - Easement acquisition
 \$ 411 - Transaction costs
 \$1,028 - Administration and monitoring
 \$ 463 - Contingencies
 \$9,868

A new Standard Agreement was signed by CFT for the term beginning October 1, 2022, through September 30, 2024. The Agreement has yet to be fully executed by the City.

Current Reporting Year 2021-22

As of September 30, 2021, the Fees internally allocated for project development and acquisition totaled \$2,627,984.88. The total lifetime fees collected from the City were \$5,917,741.25.

From October 1, 2021 through September 30, 2022, CFT received the following Fees from the City.

<u>DATE RECVD</u>	<u>CHECK #</u>	<u>CHECK AMOUNT</u>
11/17/2021	20009512	\$ 71,871.07
02/23/2022	20012847	\$ 613,339.28
05/25/2022	20015706	\$ 390,663.24
08/31/2022	20018236	\$ 46,213.44
	Total Fee received	\$ 1,122,087.03

The following identifies the total amount of accrued Fees and project expenses from 2009 through September 30, 2022:

\$ 7,039,828.28	Total Fees Collected
\$ (2,024,800.51)	Acquisition cost
\$ (355,200.35)	Transaction cost
\$ (632,831.40)	Administrative fee
\$ (211,350.47)	Contingency/Interest
\$ (245,611.03)	Monitoring cost
<hr/>	
\$ 3,570,034.52	Total Fees Collected less Total Project Expenses

Internally accounted for as follows:

\$ 3,483,797.48 - Acquisition costs
\$ 86,237.04 - Transaction, monitoring and legal defense
\$ 3,570,034.52 - Total

CFT maintains the funds in a liquid and conservative investment account managed by Merrill Lynch.

During the reporting period (10/1/21 – 9/30/22), two conservation easements (ACEs) were closed utilizing City fees. These two projects totaled 246 acres.

CFT is in process of developing four easement projects in the County for a potential closing in 2025-26. Overall, CFT had a successful year protecting close to 900 acres throughout the Central Valley and actively working on five other agricultural conservation easement projects in its service area.

Funding Background

CFT utilizes mitigation Fees from several jurisdictions within San Joaquin County. All fees must be spent within San Joaquin County and are allocated depending on availability and in accordance with the terms and conditions contained in the formal working agreements with the respective jurisdictions.

CFT leverages the Fees by utilizing additional funding sources to acquire ACEs and pay transaction and monitoring costs. In addition to mitigation Fees received from other jurisdictions (eg., Manteca, Tracy, and Lathrop), CFT has utilized acquisition grant funding from the California Department of Conservation and the USDA's Natural Resource Conservation Service.

ACE transactions are inherently complex and securing funding is problematic. When combined with the landowner's specific needs, desires, estate planning issues, and concerns, it becomes extremely difficult to project when and where a project may materialize or to identify a definitive completion date. It is also not uncommon to expend time and resources on ACE projects and subsequently determine the landowner(s) has decided not to proceed. Early in the process of each ACE transaction, CFT works diligently with the landowner(s) to discuss the implications of placing an ACE and to set realistic expectations prior to expending substantive transaction costs.

City of Stockton
Fee Accounting and Allocation Analysis
For Fiscal Year: October 1, 2021 - September 30, 2022

Total Lifetime Fees Received			Allocation of Fees Received During Fiscal Year				
		FEES RECEIVED	ACQUISITION	TRANSACTION MONITORING	ADMINISTRATIVE	CONTIGENCY	INTEREST
10/1/2021	Beginning Balance	\$ 5,917,741.25	\$ 2,024,800.51	\$ 294,459.77	\$ 463,290.29	\$ 119,087.56	\$ 92,262.91
<u>DATE RECVD</u>	<u>CHECK #</u>	<u>CHECK AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
11/17/21	20009512	\$ 71,871.07	\$ 58,018.34	\$ 2,993.41	\$ 7,487.18	\$ 3,372.14	
02/21/22	20012847	\$ 613,339.28	\$ 495,121.68	\$ 25,545.44	\$ 63,894.69	\$ 28,777.47	
05/18/22	20015706	\$ 390,663.24	\$ 315,365.16	\$ 16,271.04	\$ 40,697.39	\$ 18,329.65	
08/24/22	20018236	\$ 46,213.44	\$ 37,306.07	\$ 1,924.78	\$ 4,814.29	\$ 2,168.30	
		\$ 1,122,087.03	\$ 905,811.25	\$ 46,734.67	\$ 116,893.55	\$ 52,647.56	\$ -
9/30/2022	Ending Balance	\$ 7,039,828.28	\$ 2,930,611.76	\$ 341,194.44	\$ 580,183.84	\$ 171,735.12	\$ 92,262.91

Project Expenses through last fiscal year

ACQUISITION	TRANSACTION MONITORING	ADMIN FEE	CONTIGENCY INTEREST	MONITORING
\$ 2,024,800.51	\$ 344,704.07	\$ 463,290.29	\$ 211,350.47	\$ 245,611.03

Current Year Project Expenses (2021-22)

ACQUISITION	TRANSACTION MONITORING				
	\$ 10,496.28				
\$ -	\$ 10,496.28	\$ -	\$ -	\$ -	\$ -

Total Net Fees Remaining as of 9/30/2022 (total fees collected less total project expenses, lifetime to date)

	TOTAL NET FEES REMAINING	ACQUISITION	TRANSACTION MONITORING
9/30/2022 Ending Balance	\$ 3,570,034.52	\$ 3,483,797.48	\$ 86,237.04

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CALIFORNIA FARMLAND TRUST

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 1960

6 City, state, and ZIP code
ELK GROVE, CA 95759

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

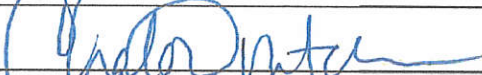
7	7	-	0	5	6	6	4	9	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ September 30, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CALIFORNIA FARMLAND TRUST

www.cafarmtrust.org

P.O. Box 1960
Elk Grove, California 95759

P: 916.687.3178
F: 916.685.1041

Received
FEB 27 2023
City of Stockton
Community Development

February 21, 2023

Ebony Stagg, Program Manager III
City of Stockton
Community Development Department
345 N. El Dorado Street
Stockton, CA 95202

Subject: Receipt of Funds from Agricultural Mitigation Fees

Dear Ebony,

This is to acknowledge receipt of the City of Stockton's check (#20022103) in the amount of Seven Hundred and Forty-Three Thousand Six Hundred and Sixty-Eight Dollars and Eight Cents. (\$743,668.08).

Pursuant to the City of Stockton Standard Agreement (#423000203), commencing October 1, 2022, the mitigation fees will be allocated as follows:

\$	600,330.35	– Acquisition
\$	30,973.61	– Transaction Costs
\$	77,471.71	– Administration & Monitoring
\$	34,892.41	– Contingencies
<hr/>		
\$	743,668.08	– Total

Please do not hesitate to call with questions.

Sincerely,

Charlotte Mitchell
Executive Director

cc. Jaiden Xiong, Accountant
jaiden.xiong@stocktonca.gov

