



Midpeninsula Regional
Open Space District

R-18-95
Meeting 18-32
August 22, 2018

AGENDA ITEM 3

AGENDA ITEM

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

GENERAL MANAGER'S RECOMMENDATION *den*

Approve the recommendation from the Legislative, Funding, and Public Affairs Committee to enter into partnership funding agreements with the City of Mountain View and Friends of Deer Hollow Farm to renovate the White Barn at Deer Hollow Farm in Rancho San Antonio Open Space Preserve.

SUMMARY

The Deer Hollow Farm White Barn is an important historic and educational resource owned by the Midpeninsula Regional Open Space District (District) and jointly managed with the City of Mountain View (City) with supplemental funding support from the Friends of Deer Hollow Farm (FODHF). The barn is in need of significant structural repairs, including a new foundation. Funds for the repairs are available through a private donation, the District's Measure AA, and City of Mountain View funding. Pending Board approval, funding agreements with the City and FODHF will allow the transfer of funds from the city and non-profit organization to the District for project design and construction. Draft agreements are presented herein for Board consideration. This item was reviewed and unanimously supported by the Legislative, Funding, and Public Affairs Committee on March 27, 2018.

DISCUSSION

The District jointly operates Deer Hollow Farm at Rancho San Antonio Open Space Preserve with the City of Mountain View as per the terms of a partnership agreement established in 1981, and most recently renewed in 2015. The District owns and maintains the facility, while the City provides, coordinates, and manages an environmental education program. Friends of Deer Hollow Farm (FODHF) provides extensive funding support to improve Farm facilities.

In 2016, the Tindall Family estate (Tindall) donated \$165,000 to the District for Rancho San Antonio Open Space Preserve. Tindall made an equivalent donation of \$165,000 to the FODHF. In partnership with the City and FODHF, the District identified renovation of the historic White Barn as the highest priority improvement and a suitable use of the gift. Necessary renovations 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 to meet 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 (includes planning, design, permitting, and construction), and will depend on final design considerations.

City of Mountain View Funding Agreement

District and City staff have collaborated to define the renovation scope, schedule, and proposed budget, as well as a proposed cost-sharing agreement for the *design phase* of the Project. The City would contribute a sum of \$35,000, which is half of the anticipated design fee. The proposed partnership funding agreement with the City of Mountain View for the White Barn repairs would be an amendment to the existing Deer Hollow Farm agreement between the District and City (Attachment 1). The proposed amendment to the partnership agreement, if approved by the Board, will be considered by the Mountain View City Council.

Friends of Deer Hollow Farm Funding Agreement

FODHF wishes to contribute its portion of the Tindall donation, a sum of \$165,000, to the District for 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 its contributing donors, who have voiced their interest in further supporting the fundraising effort through public outreach and other means as necessary. District and City staff met with the FODHF during the project initiation to discuss the building conditions, existing and future uses for the barn, and funding needs. The proposed partnership terms with FODHF are provided in Attachment 2.

FISCAL IMPACT

The estimated preliminary budget for the Deer Hollow Farm White Barn Renovation Project ranges from \$450,000 to \$600,000. The District's FY2018-19 Capital Improvement and Action Plan (CIAP) includes \$55,688 for the *Rancho San Antonio - Deer Hollow Farm - White Barn Rehabilitation* project. There are sufficient funds in the project budget to cover the recommended action and expenditures in FY2018-19.

Measure AA, City of Mountain View funds, the Tindall donation, and contributions from the FODHF are available to fund design, permitting, and a portion of the construction as shown in the table below. Both the District and FODHF will work collaboratively to raise additional donations to cover remaining construction costs. Depending on additional donations raised, the District's Board of Directors may consider contributing additional Measure AA funds to complete the project in future years.

MAA11-002: Rancho San Antonio - Deer Hollow Farm - White Barn Rehabilitation	Prior Year Actuals	FY18-19	FY19-20	FY20-21	Total
District Measure AA Funds	29,511	20,688	123,000		173,199
City of Mountain View Matching Funds*		35,000			35,000
Tindall Donation to District			165,000		165,000
Friends of Deer Hollow Farm Gift			165,000		165,000
Total Project Budget :	29,511	55,688	453,000	0	538,199
Spent to Date (as of 8/2/18):	(29,511)				(29,511)
Encumbrances (as of 8/2/18):					0
Total Expenses & Encumbrances:	(29,511)	0	0	0	(29,511)
Budget Remaining (Proposed):	0	55,688	453,000	0	508,688

* Approved budget for FY2018-19 is intended to be a 50/50 cost share with the City of Mountain View; total project costs that the City will contribute will not exceed \$35,000.

BOARD COMMITTEE REVIEW

The proposed funding agreements were reviewed and confirmed by the Legislative Funding and Public Affairs Committee (LFPAC) on March 27, 2018 (R-18-31).

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	Complete
Board approves addition of the design phase of the Deer Hollow Farm White Barn Renovation Project in the FY2018-19 Action Plan	Complete
City of Mountain View City Council approves allocation of project funding in the City's FY2018-2019 Budget	Complete
Board considers approval of funding agreements	August 22, 2018

Design and Permitting Phase	Fall 2018 – Winter 2019
Construction Phase (tentative)	Fall 2019

Attachments:

1. City of Mountain View Existing Agreement and Draft Amendment
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

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

This AMENDMENT NO. 1 to the Agreement is dated this ____ day of _____ 2018, 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

A. 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

B. 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

C. 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

D. WHEREAS, effective July 1, 2015, CITY and DISTRICT entered into a new Agreement for the operation and management of Deer Hollow Farm (the "Agreement"); and

E. WHEREAS, the Agreement provides that CITY and DISTRICT may mutually agree upon cost sharing for repairs or replacements of structures or facilities at Deer Hollow Farm in excess of Two Thousand Dollars (\$2000); and

F. WHEREAS, one of the primary structures on the Deer Hollow Farm, as shown on Exhibit A to the Agreement, is the “White Barn,” which is in need of renovation work, including the replacement of its foundation (“Renovation Work”), the costs of which shall exceed two thousand dollars (\$2000).

G. WHEREAS, CITY, and DISTRICT, and the non-profit organization “Friends of Deer Hollow Farm” (“Friends”) intend to contribute to the costs of the Renovation Work using funds donated to each respective organization by the Tindall Family estate.

H. WHEREAS, CITY and DISTRICT desire to amend said Agreement dated July 1, 2015 for identification, and all amendments thereto, to reflect said modifications.

NOW, THEREFORE, in consideration of the recitals and mutual promises of the parties contained herein,, CITY and DISTRICT agree to the below-referenced amendments to said Agreement dated July 1, 2015 for identification, and all amendments thereto, as follows:

Section 4, “Description of Repair and Maintenance Services” shall be amended to read as follows:

g Cost-sharing for Deer Hollow Farm White Barn 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 up to \$35,000 toward the design-phase costs of the Renovation Work, as incurred by DISTRICT. CITY shall reimburse DISTRICT within 30 days of receipt and approval of invoice. Invoice shall include copy of vendor’s invoice and proof of payment by DISTRICT.
- c. DISTRICT shall be responsible for the remaining costs 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 shall contribute the Tindall Family estate donation funds in the amount of \$330,000 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.

In addition, the Agreement shall be amended to include Section 25, Counterparts.

25. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Amendment shall be sufficient to bind the Parties."

All other terms and conditions in that certain Agreement dated July 1, 2015 for identification, above referenced, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No.1, dated _____, 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.

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

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

By: _____
Dan Rich
City Manager

By: _____
Ana Maria Ruiz, AICP
General Manager

By: _____
Wanda Wong
Deputy City Clerk

By: _____
Hilary Stevenson
General Counsel

APPROVED AS TO CONTENT:

Community Services Director

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney



_____, 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) have embarked 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 Tindall Family 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 needed to conduct certain renovations needed for the long-term stability and protection of the White Barn at Deer Hollow Farm (Project).

District staff have completed the planning phase using District funds and resources, with \$29,000 in District Measure AA funds disbursed in 2018, for the completion of an historic and structural evaluation to determine recommended stabilization measures to protect the White Barn in the long-term. Measure AA funds for the environmental review, design and permitting for the work were included in the Fiscal Year 2018-2019 budget, to be augmented by a \$35,000 contribution from the City of Mountain View. 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 be in excess of \$450,000, but those numbers are still under development.

By signature of this letter, FDHF agrees to contribute to the effort by donating its share of 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 July 1 2019, or 60 days prior to the start of construction, it will provide a contribution of \$165,881.25 to the District to help defray a portion of the total costs of the Project. It is understood that this \$165,881.25 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 \$165,881.25, 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 (eg, 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.

The District 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:

Ana Ruiz, General Manager
Midpeninsula Regional Open Space District

Lauren Merriman, President
Friends of Deer Hollow Farm