

**EAST BAY REGIONAL PARK DISTRICT
REQUEST FOR PROPOSALS
COYOTE HILLS REGIONAL PARK - PATTERSON RANCH
AGRICULTURAL LAND LEASE**



**EAST BAY REGIONAL PARK DISTRICT
2950 Peralta Oaks Court
P.O. Box 5381
Oakland, CA 94605-0381**

NOTICE IS HEREBY GIVEN THAT THE EAST BAY REGIONAL PARK DISTRICT (“the District”) will receive at or before the hour of 4:00 p.m. on April 10, 2024 digital proposals for a unique urban agriculture business opportunity located in the City of Fremont. The District is soliciting proposals from organizations to finance, install and operate a farming operation for forty-five (45) acres of land in Coyote Hills Regional Park pursuant to a lease agreement.

The lease agreement will have a term of five (5) years with the possibility for one additional five (5)-year term at District’s option. Other than the lease, no other proprietary right is offered by the District. Description of the lease and the requirements of the lessee are contained here in this Request for Proposals Coyote Hills Regional Park—Patterson Ranch Agricultural Land Lease (“RFP”).

It is expected that a lease will be awarded following public advertisement for competitive proposals, evaluation of those proposals, selection of the best proposal and approval by the Board of Directors of the District. The lease that the District expects to award shall in no event become effective until an award is approved by Resolution of the Board of Directors. The District's policy in awarding this lease will be based primarily on the most qualified respondent overall, and not simply on the rental payments proposed. The District will carefully investigate each respondent’s background and experience in the operation of similar farming operations.

Respondents interested in competing for this opportunity must submit proposals in accordance with the instructions contained herein. Respondents are responsible for making all appropriate investigations affecting this proposal. Information provided is for general background only and is not to be relied upon for decision-making purposes. Failure of a respondent to make all appropriate investigations shall not discharge or constitute a waiver of any term or condition of the lease. Submission of a proposal shall be interpreted as conclusive evidence that the respondent has made all such investigation. Description of the leased premises and the requirements of the lessee are contained in this RFP. You can download the RFP documentation package from the District website at www.ebparks.org/about/bids.

All proposals received are public records subject to public disclosure under the California Public Records Act (Gov. Code section 6250 et seq.). The District reserves the right to reject any and all proposals, to modify the terms of this RFP either before or after the deadline for submission of proposals, to request and obtain supplemental information from individual respondents, to call for additional proposals, or to refrain from accepting any proposal. Please be certain that your proposal is complete. Under no circumstances will proposals be accepted after 4:00 p.m. on February 1, 2024. Should you have any questions regarding this RFP, please contact the Business Services Manager at opsbsm@ebparks.org.

This RFP describes what a lessee would be required to do if awarded the lease as well as the information that must be included in the proposal.

RFP TIMELINE

The following schedule has been established for the submission of proposals in response to this RFP. Questions regarding this RFP must be submitted in writing by email to OpsBSM@ebparks.org and received no later than the date listed below. Please do NOT contact any other District staff. A written compilation of all questions and answers, and any RFP addenda, will be posted at www.ebparks.org/about/bids under the Department & Concession Opportunities Business Services section. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

COYOTE HILLS TIMELINE	
Announcement Open Proposal	February 8, 2023 by 4 pm
Questions from Bidders	February 26, 2023 by 4 pm
Questions and Answers posted to website	February 28, 2023 by 4 pm
Mandatory Site visit	March 6, 2024, 11:00 am – noon
Proposals Due	April 10, 2024 by 4 pm
Bidders Notified of interviews	April 15, 2024 by 4 pm
Interview with Bidders – 40 minute intervals	April 29, 2024 between 12:30 and 3 pm
Bidders Notified of Staff Recommendations	By April 30, 2024, 4 pm
Board Committee – Operations review	May 29, 2024
Board of Director review / Approved Award	July 16, 2024

PLEASE NOTE: this schedule is subject to change as circumstances warrant and any changes and/or additional information will be posted on the District website. Please check the website for the most current information before sending in your proposal.



MANDATORY SITE VISIT

You must attend the site visit on March 6, 2024 from 11:00 a.m. to noon. Please RSVP by e-mail OpsBSM@ebparks.org at least 24 hours in advance of the site visit. Those that do not attend the entire site visit are not eligible to submit a proposal. District staff may discuss the RFP package at the site visit.

LOCATION OF SITE VISIT

Those attending the mandatory site visit will meet at the corporation yard. The entry to the corporation yard area is off of Patterson Ranch Road located near the intersection of Commerce Drive and Paseo Padre Parkway in Fremont, California.



SECTION I. **AGRICULTURE PROGRAM PROPOSAL and/or INFORMATION**

I. INTRODUCTION

The District is a system of beautiful parklands and trails in Alameda and Contra Costa counties to the east of San Francisco. The system comprises nearly 125,000 acres in 73 parks, including over 1,250 miles of trails and 55 miles of shoreline. We acquire, manage, and preserve natural and cultural resources for all to enjoy now and into the future. Our parks are ideal for healthful recreation and environmental education.

In 1849 George W. Patterson, lured by the promise of gold, left his home in Indiana and set out for California. By 1889 he had made his fortune, not in the gold fields but through farming the fertile land of the East Bay. George's crops included oats, barley, wheat, potatoes, cabbage, onions, garlic, turnips, carrots, tomatoes, corn, beans, squash, sugar beets, peas, and rhubarb. Four generations later, much remains at Coyote Hills Regional Park that speaks clearly about the life and times of Victorian Americans. Forty-five acres of agricultural land south of Patterson Ranch Road, known as Patterson Ranch, are available to lease for a farming operation (see map in Exhibit A) in Coyote Hills Regional Park ("Coyote Hills").

The Patterson Ranch property was the last of the original 4,000 acres of Patterson farmland from the evolution of the Ranch from agricultural to urban use. The land was donated to the District by the Patterson Family with an agricultural deed restriction to preserve agricultural values. The land has been cropped but also has been grazed by cows and sheep.

II. BACKGROUND

Approximately 20 acres of land was farmed in 2016 and were certified organic. The land was fallowed between 2017 and 2019 because of a well pump problem. Beginning in 2020, an agriculture technology company performed tractor-based tilling and disking as well as broadcast seeding and cover crop with tillage for organic matter on the land. During the fall of 2023, a hay crop was planted but there was limited tillage. The construction of a new well has been completed and is ready for use; however, no irrigation has been or will be set up. Irrigation will be the responsibility of the lessee. The well water quality was last tested in 2020 and is attached (Exhibit B).

LAND USAGE

The land covered under this lease is to be used only for agricultural purposes. The lessee will agree that it will farm in accordance with generally accepted farming practices and be certified by the California Certified Organic Farmers (CCOF) or other registered California certifiers (see CDFA Organic) and be registered with the California Department of Food and Agriculture as an organic grower (CDFA Organic). Failure to do so will be cause for immediate termination of the lease. Additional information about Coyote Hills Park and adjacent planned land uses can be found in the 2019 Coyote Hills Regional Park Land Use Plan Amendment posted on the Coyote Hills Restoration and Public Access Project web page.

Details for Coyote Hills Farming Area

- Urban Agriculture Goals: Agricultural use including opportunities for organic farming and limited grazing
- The District is seeking opportunities for synergistic relationships between agriculture and climate smart features as well as some opportunities for public education
- Approximately 45-acres for small-scale, local agriculture crop production, including field and row crops, pasture and hay lands, and grazing as needed
- If needed or timed properly, the Farm lessor will utilize the existing grazing tenant at Coyote Hills for limited grazing on the farm parcel
- New well ready for use
- Well water and soil have elevated levels of chlorides due to proximity to the Bay and therefore a fairly short list of produce such as wheat, sugar beet, cereals, cabbage, etc. can realistically be grown on this land
- Entry area fencing, landscaping, and signage
- Two modern metal storage buildings
- New utilities could be extended to the existing farm buildings, no District funding available
- Irrigation plan and funding must be part of proposal, no District funding available
- There are “environmentally sensitive areas” (ESA) within the Corp Yard as shown in the **red circles** below, including the “Milk House” that are not included for use and cannot be disturbed
- If there are ESA in the agricultural field as well, they will be identified and excluded from use

- There is no public parking in this space



III. GENERAL

I. INTERPRETATION OF ESTIMATES

The attention of respondents is called to the fact that, unless stated otherwise, the acreage referenced in this and all associated documents are estimates.

2. DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing by email to the East Bay Regional Park District. Address all communications to the person listed below. Communications made to other personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the applicant.

East Bay Regional Park District, Business Services Manager -
OpsBSM@ebparks.org

To ensure that written requests are received and answered in a timely manner, only electronic mail (e-mail) correspondence is acceptable. Direct contact with East Bay Regional Park District employees other than the Designated Contact regarding this RFP is expressly prohibited. Applicants directly contacting East Bay Regional Park District employees risk elimination of their submission from further consideration.

3. RECREATIONAL & ENVIRONMENTAL OBJECTIVES

Proposals will be evaluated based on the respondent's proven ability to offer services and the capability to improve, maintain, and manage the operation. The District will review each respondent's experience related to the following list of requirements:

1. Ability to provide services in a park setting.
2. Plan to promote reasonable price of goods for a culturally diverse public.
3. Ability to maintain an environmentally and economically viable operation with revenues sufficient to cover operating expenses while providing the operation an adequate return on investment and ~~generate revenue~~ for the District.
4. Commitment to provide a thoughtful and holistic waste reduction and sustainability program. The District's top priority is keeping our parks, shorelines, lakes and trails safe and well-maintained. A big part of that responsibility is preparing for the future and taking

steps now to adapt to a changing climate. For more information on the District's Climate Smart Initiative and Policy, see <https://www.ebparks.org/natural-resources/climate-adaptation/policy>

5. Proven fiscal solvency and financial ability to successfully run the operation over the term of the lease.
6. Ability to preserve and maintain the facility and enhance the condition of the leased premises.
7. Ability and commitment to foster and maintain positive relationships with District staff at all levels including Park Operations, Business Services and Public Safety.

SECTION 2.

A. REQUIRED DUTIES OF LESSEE

The leased premises will be maintained pursuant to a lease issued by the District. The lease will require the lessee to comply with duties including but not necessarily limited to the following:

1. The leased premises shall be used by the lessee solely for the purpose of agricultural use including opportunities for organic farming and limited grazing and for no other purpose unless otherwise provided herein, without the prior written consent of District in its sole discretion.
2. Lessee shall ideally have a minimum three years farming at an equivalent scale and scope and the ability to manage and maintain sales of products.
3. Lessee shall be required to carry at least \$1,000,000.00 in general liability insurance coverage and property damage liability insurance coverage, and replacement value in fire and casualty coverage with the District named as Additional Insured.
4. Collection and accounting of all revenues in a separate bank account; follow Generally Accepted Accounting Principles; and maintain proper financial records of the business that meet District standards and are subject to audit at District's discretion.
5. Preparation of monthly and annual fiscal sales reports in a format approved by District, submitted by the due date.
6. Payment and accounting of all expenses in a timely manner.
7. Formulation and implementation of operation programs, business plans, and budgets.
8. Formulation and implementation of a waste reduction and sustainability plan.
9. Handling of all personnel matters of the operation including employment, training, and terminations.
10. Responsibility for obtaining any and all necessary approvals, permits and licenses for lawful operation of the leased premises.
11. Responsibility for maintaining total security within the leased premises.
12. Lessee must cooperate with District during special events, park closures, or other unanticipated eventualities.
13. Maintenance - Lessee shall be responsible for the ongoing maintenance and other day-to-day operational aspects of the leased premises' interior and exterior areas as well as the following operation and maintenance activities:

- Conducting assessments of building and facility condition
- Maintaining defensible space within the leased premises.
- Cleaning the leased premises and all area within 100 feet
- Performing janitorial services, regular graffiti removal and cleaning of the exterior
- Replacing damaged glass, broken windows, and doors
- Fixing leaks
- Painting
- Performing routine maintenance of operational systems and equipment
- Conducting pest control in compliance with the District's Integrated Pest Management program
- Providing repair and maintenance supplies and small equipment
- Reporting significant maintenance or repair needs to the District
- Communicating effectively with the public and District staff

14. Utilities and Equipment

- Lessee shall be responsible for providing equipment for the operation
- Lessee shall be responsible for establishing accounts and payment of all utilities

15. If the Lease is terminated for reasons other than Lessee's breach of the Lease, the District will not consider proposals for reimbursement of any of Lessee's unamortized capital improvement costs as of the date of termination.

B. TERM OF AGREEMENT

The lease agreement is offered for a term of five (5) years (the "Original Term"). The lessee may request an extension of the Original Term for an additional five (5) years. The District may approve or disapprove the extension in its sole discretion.

C. INSURANCE REQUIREMENTS

Lessee will 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 Lessee, his/her agents, representatives, employees or sublessees.

I. MINIMUM SCOPE OF INSURANCE

Coverage will be at least as broad as:

- A. 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 will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.
- B. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, covering 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.
- C. 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.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the Lessee.

II. OTHER INSURANCE REQUIREMENTS

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

1. Additional Insured Status

The District, its officers, directors, officials, agents, 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 Lessee 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 Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this contract, the Lessee's insurance coverage will be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, agents, employees, or volunteers will be excess of the Lessee's insurance and will not contribute with it.

3. Notice of Cancellation

Each of the above policies must contain a provision that the policy will not be cancelled or the terms or conditions thereof materially changed without **thirty (30) days' prior written notice to District**. No cancellation provision in any insurance policy will be construed in derogation of the continuous duty of Lessee to furnish the required insurance during the term of this Agreement.

4. Waiver of Subrogation

Lessee hereby grants to District a waiver of any right to subrogation which any insurer of said Lessee may acquire against the District by virtue of the payment of any loss under such insurance. Lessee 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 District has received a waiver of subrogation endorsement from the insurer.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Lessee 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.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

D. Verification of Coverage

Lessee will furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Lessee's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E. Special Risks or Circumstances

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

SECTION 3 SUBMITTAL REQUIREMENTS

This RFP provides all potential respondents with relevant information, the necessary requirements to submit a proposal for the lease, and a proposed lease agreement.

A. Submit a digital proposal in Adobe Acrobat pdf format via email to the attention of the Business Services Manager at opsbsm@ebparks.org, no later than 4:00 p.m. on April 10, 2024.

- Late proposals are not acceptable and will not be considered.
- There will not be a public opening of proposals.
- The District reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of proposals and the District will conduct this process in a fair and impartial manner.
- The District reserves the right to waive any immaterial irregularities in any response.
- The District reserves the right to cancel or amend this RFP or to extend the date responses are due.
- Incomplete proposals or inaccurate information may be cause for disqualification.
- Issuance of this RFP does not commit the District to award an agreement or to pay any costs incurred in preparation of a Proposal or any response to this RFP.
- The District reserves the right to reject any or all proposals.
- All documents received by the District are subject to disclosure in response to requests made pursuant to the California Public Records Act.

Format And Content

The proposal should be clear, concise, complete, well-organized, and demonstrate the organization's vision for the lease. All respondents are required to follow the following format. Please prepare the proposal such that it is scaled at 8.5" x 11" pages with font size 12 point. Each section of the proposal must be labeled according to the numbered responses 1 through 14 in the Proposal Elements section 3.B. to aid in information retrieval and review by the District's Selection Committee.

Transmittal Letter: Addressed to District Business Services Manager and signed by an officer of the organization. In the case of a joint relationship, an officer of each partner organization shall sign. Provide the following information: Address of office providing the services, Telephone number, Summary description of organization, Areas of expertise, Size of organization, Years in business

Table of Contents: Include a complete and clear listing of headings and pages, and list attached documents.

B. Proposal Elements

The proposal must contain the responses **in the numbered format below.**

1. Describe your (this means you and/or your organization) financial condition and provide the last three (3) years of end of year (December) bank statements or the last three (3)

years of tax returns. Significant weight will be given to such financial information in the selection process. The District may request a bond for \$10,000 as a security deposit when awarding the lease agreement.

2. Provide a detailed 3-year budget for the operation and maintenance of the farming operations at the leased premises.
3. Provide a plan and timeline for starting the operation and resolution for any issues resulting from the transition to farming (such as plan for irrigation). Describe the services, capabilities, and advantages that you may offer, for example: current workload, available staff, resources, capacity and flexibility to manage facility, cost control procedures, track record in meeting budgets.
4. Describe your experience and the time frame in which it occurred, in performing similar operating, management, and/or maintenance activities, preferably for same-sized facility, with details of specific activities, management, and building maintenance.
5. Describe your experience in farming with demonstrated knowledge of basic farming techniques.
6. Outline your approach to the facility and acreage. Farming businesses are often subject to cash flow challenges due to economic fluctuations, which can dramatically affect both prices and demand. With this in mind, describe how you will provide management during poor economic times.
7. Describe your ability to collaborate, facilitate, and resolve issues in a timely and professional manner. Issues may include customer complaints, budget and cash flow challenges.
8. Describe how you will provide efficient and effective services while incorporating environmentally friendly principals in all aspects of the management. Indicate your understanding of typical critical facility management elements, and what special approaches you will utilize to control these elements.
9. Provide three (3) references for related activities in which you performed this type of work, must include names, titles, email addresses, and telephone numbers. Emphasis on handling and working with staff, vendors, the public, and public agencies.
10. Submit details of any other professional staff that would manage this location, including relevant qualifications and degree of understanding of the inner workings of managing a farming enterprise.
11. Employee Rate of Pay - Provide a complete list of all staff hourly rates by category, i.e., Farm Manager, Clerical, etc. Hourly rates shall be all-inclusive, and include base salary, overhead, etc.
12. Lease payment. State the rate you will pay for fees, per acreage or any other fee structure.
13. Agreement
 - a. Appendix "A" is the District's standard Lease Agreement. Please review the agreement. You must be willing to sign the agreement "as-is" or with minimal changes that the District may or may not agree to. If you will have significant issues with the agreement terms and conditions, please re-consider submitting a proposal.
 - b. If you take exception to any of the terms and conditions in the District's standard

form Lease Agreement, you should state the exception(s) and reason(s) in the proposal.

c. You should explain your ability to meet the requirements of the Lease Agreement, including any requirements of the District and any regulatory agencies.

14. Provide a description of any pending legal issues you are facing.

C. Questions

Any questions or requests for clarifications to this RFP must be submitted in writing by email to the Park District, Business Services, Attn: Business Services Manager at opsbsm@ebparks.org. Answers to questions or requests requiring clarification to this RFP will ONLY be posted on the District's website. Please see the TIMELINE and due dates for Question submission. Questions may be answered at the discretion of the District. Any RFP related responses and/or amendments will be posted on the District's website (<http://www.ebparks.org/about/bids>).

SECTION 4. SELECTION PROCESS

The District intends to negotiate a lease with the selected individual/organization as determined by the District to be in the best interest of District. The District may also refrain from accepting any proposal.

Step 1 – Proposals to District's RFP

Submissions must meet the requirements of the RFP.

Step 2 –Interviews with Organizations Selected in Step 1

Interviews will be held with selected proposers to discuss their approach and methods for operating the farming operation and other subjects chosen by the Selection Committee. Respondents selected for interviews will be notified by email. The date, time, and is specified in the Timeline. The Zoom information will be sent to selected proposers.

Step 3- Evaluation of RFP Responses and Ranking of Respondents

Based on the evaluation of the RFP proposals and interview results, the District will rank the proposals and select the top-ranking individual or organization with whom to attempt to negotiate a lease as determined by the District to be in the best interest of the District. If negotiations are not successful with the top-ranked individual or organization, the District has the option to negotiate a contract with the second-ranked individual or organization and so on, or the District may pursue other methods of negotiation.

SECTION 5. EVALUATION FACTORS

The District will use the selection process outlined herein. An Interview and Selection Committee composed of key District staff and possibly staff from other related agencies will review and evaluate proposals and will conduct interviews.

The District will compare and evaluate all qualifying proposals and select an organization that, in the sole and absolute discretion of the District, can fully meet the requirements of the District, based upon the following factors:

SECTION 3B PROPOSAL ELEMENTS	FACTORS	POINTS
1 & 2	The details of financial resources and the stability of the organization Sufficient demonstration of the ability to develop revenue and expense budgets and timelines.	15
3	Demonstration of plan for starting the operation and the services, capabilities, and advantages that you may offer.	10
4	Demonstration of sufficient knowledge of and experience with the types of building maintenance and services required along with the complexity of the site using an environmentally friendly approach.	10
5, 6 & 7	Demonstration of successful history and knowledge of service offerings, management, and operations.	20
8	Demonstration of knowledge and experience successfully implementing sustainability and waste reduction plans in all aspects of the business.	10
9	The details of willingness to work collaboratively and cooperatively with clients, District staff at all levels, and other related agencies.	5
10 & 11	Appropriate details of staff capacity and current workload. Must comply with California Labor Code and all applicable employment requirements.	10
12, 13 & 14	Willingness and ability to meet the terms of the agreement.	15
	Interview	5

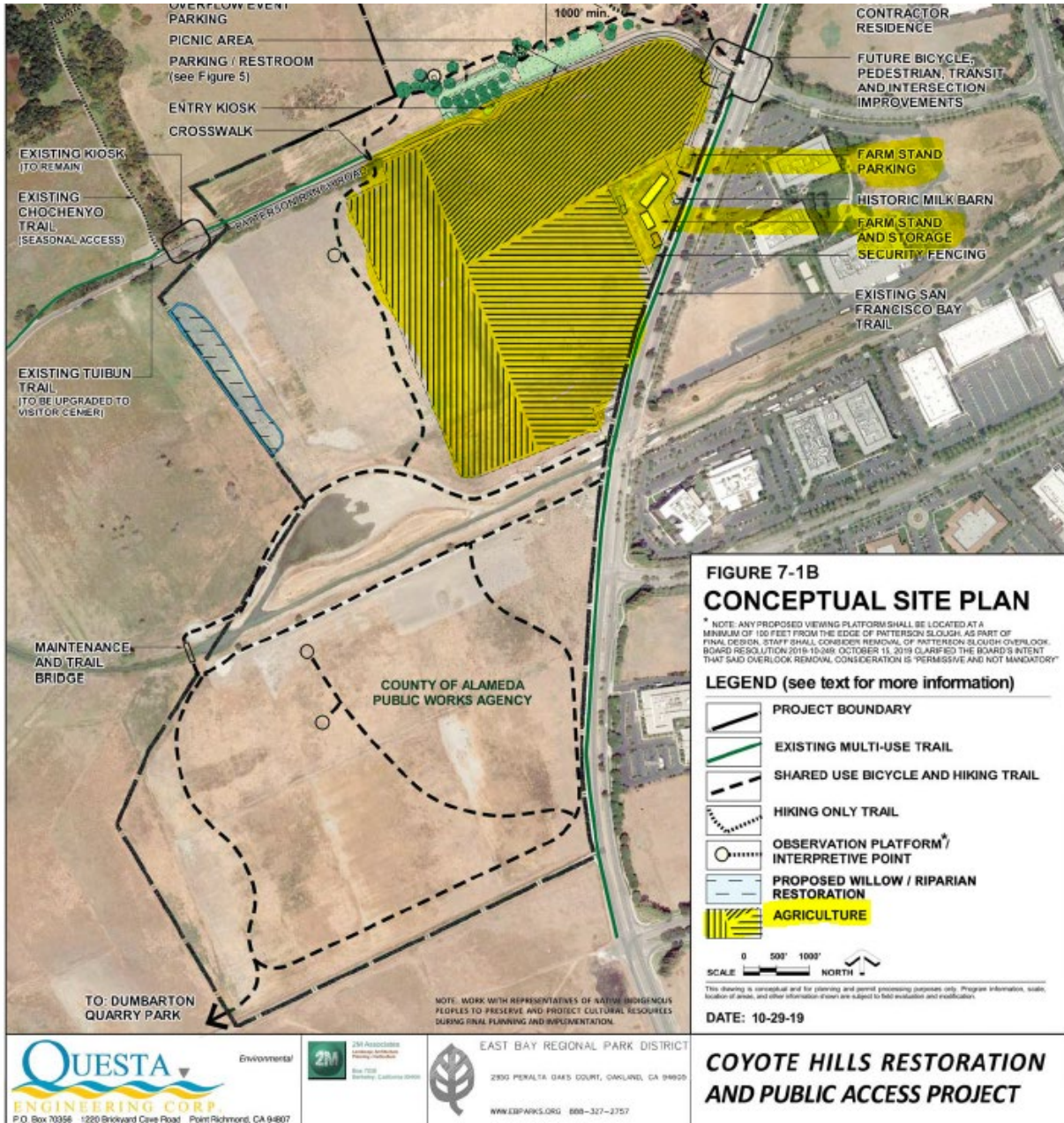
TOTAL

100

EXHIBIT A

COYOTE HILLS REGIONAL PARK

Approximately 45 Acres for farming



COYOTE HILLS REGIONAL PARK

New Well Location

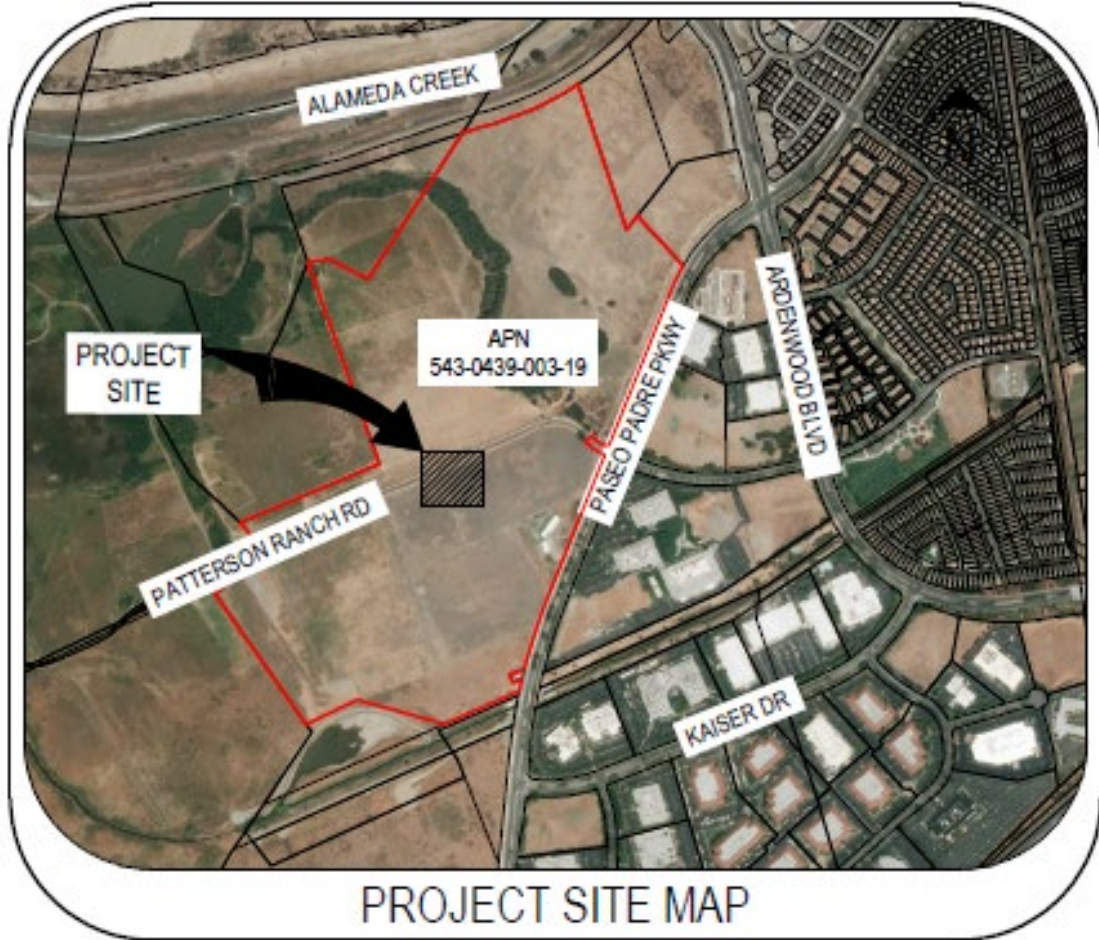


EXHIBIT B

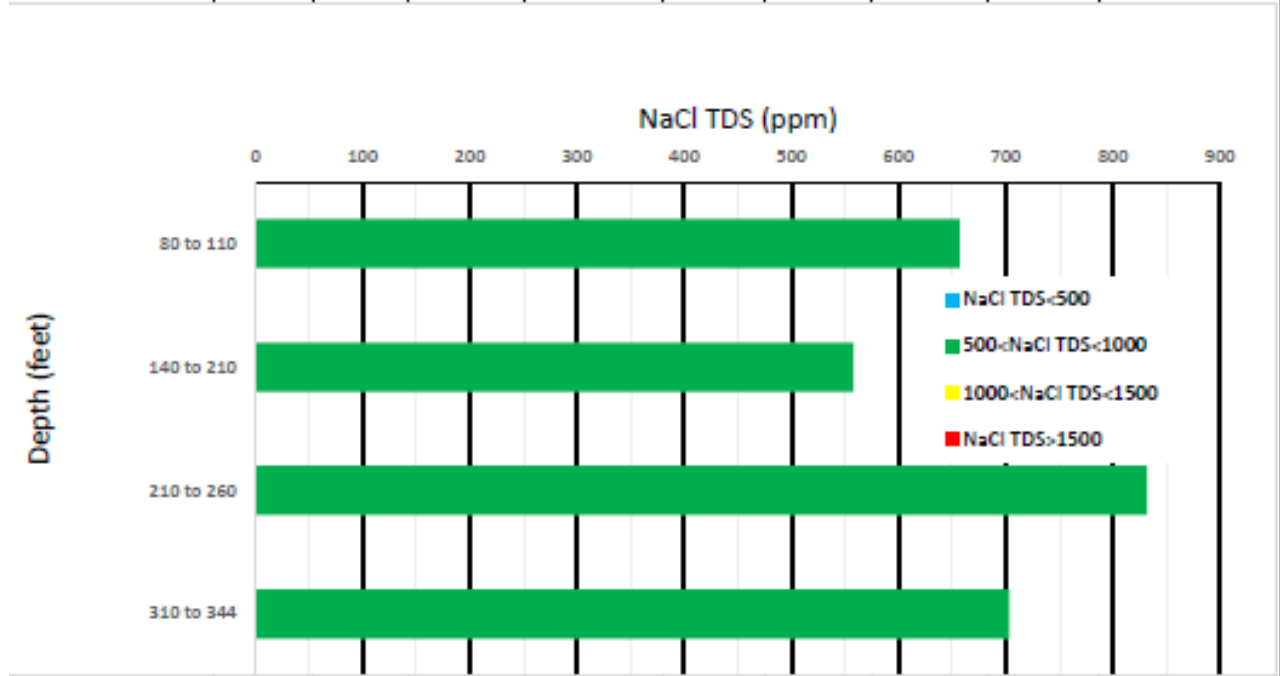
Pacific Surveys
a full service geophysical well logging company

Water Quality Analysis

Company: <u>Maggiara Bros. Drilling</u>	Date: <u>20-Jun-19</u>
Well: <u>Kjeldsen Sinnock</u>	Run: <u>One</u>
Field: <u>Fremont</u>	Job Ticket: <u>25714</u>
State: <u>California</u>	Total Depth: <u>420ft</u>

Rmf @ Temp: 8.0 Temp: 74.5
 Corrected Rmf @ 75 degree F: 8.0
 Rm @ Temp: 8.2

Depth	S.P. mV	Rwe ohm-m	Rw NaCl ohm-m	Rw NaHCO3 ohm-m	Sp. Cond. (µS/cm)		T.D.S (ppm)		Remarks
					NaCl	NaHCO3	NaCl	NaHCO3	
80 ft to 110 ft	-6.60	6.4	8.1	9.5	1240	1054	657	1054	Class II & III
140 ft to 210 ft	-2.50	7.3	9.5	11.2	1052	894	558	894	Class II
210 ft to 260 ft	-12.50	5.3	6.4	7.5	1569	1334	832	1334	Class II & III
310 ft to 344 ft	-8.30	6.1	7.5	8.9	1327	1128	703	1128	Class II & III



Class I - Less than 500 ppm (mg/l) or 900 µS/cm - Below California Secondary MCL Recommended Limit
 Class II - Less than 1000 ppm (mg/l) or 1600 µS/cm - Below California Secondary MCL Upper Limit
 Class III - Less than 1500 ppm (mg/l) or 2200 µS/cm - Below California Secondary MCL Short Term Limit
 Class IV - Greater than 1500 ppm (mg/l) or 2200 µS/cm - Exceeds California Secondary MCL Short Term Limit
 MCL - Maximum Contaminant Level

This interpretation represents our best judgement based on given values. Since all interpretations are opinions based solely on interference from electrical and other measurements, we can not and do not guarantee the accuracy or correctness of this interpretation and shall not be liable for any cost, damages or expenses that may be incurred from this or any other interpretation.

DRAFT AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT, effective _____, by and between the **EAST BAY REGIONAL PARK DISTRICT**, a California special district, hereinafter referred to as "Lessor" and _____, hereinafter referred to as "Lessee", is with reference to the following facts:

FOR AND IN CONSIDERATION of the mutual terms, covenants, and conditions herein, District hereby grants to Lessee, pursuant to its powers under Section 5540 of the Public Resources Code of the State of California and per District Resolution # _____, a lease for the exclusive use of 45 acres in Coyote Hills Regional Park for small-scale, local agriculture crop production, signed by the parties, and incorporated herein, subject to the following terms and conditions.

ARTICLE I. DESCRIPTION OF PROPERTY

Section 1.01 Property. The real property located in Alameda County, California that is the subject of this Agreement is owned and operated by the East Bay Regional Park District, herein called "said premises" is described as approximately 45 farmable acres and two modern metal storage buildings and possibly adaptive re-use of a historic farm building as depicted in Exhibit "A" which is attached hereto and incorporated herein by reference. Lessor hereby notifies Lessee and Lessee hereby acknowledges that the leased premises does not constitute a separate legal parcel and that the boundaries are not clearly marked by other physical markers.

ARTICLE 2. TERM OF LEASE

Section 2.01. Term. This Lease shall be for a term of _____ years and shall be effective and commence upon _____ and ending on _____, or completion of harvest of _____ crops, unless sooner terminated as herein provided.

Lessor and Lessee will meet no later than _____ to discuss extending the Lease for an additional _____-year term upon mutual consent based upon the same terms and conditions ending on _____, or completion of harvest of _____ crops, unless sooner terminated as herein provided.

Section 2.02. Holding Over for Harvest. It is understood and agreed that in the event any annual crop or crops remain standing un-harvested upon any portion of said premises upon the expiration date of this Lease which were planted with the responsible intention to be harvested prior to such date, Lessee may retain possession of such portion of said premises for such additional, reasonable period of time as may be necessary, in order to enable Lessee, with the exercise of reasonable diligence, to remove such crop or crops from said premises, it being further understood in this connection that the right of possession to each part and portion of said premises so affected shall revert to Lessor as such crop or crops are removed therefrom.

ARTICLE 3. USE OF SAID PREMISES

Section 3.01. Permitted Use. Lessee shall, during the term of this Lease, occupy and use said premises for the following purposes, for uses normally incident to the following purposes, and for no other purposes. Lessee shall possess and use the leased premises only for agricultural uses and purposes for the growing, cultivation, and harvesting of crops, and the use of the structural improvements for purposes directly related to such agricultural uses. Additional requirements of Lessee are listed in Lessee Requirements (Exhibit "B") as well as a Lessee Performance Plan for _____ (Exhibit "C").

Lessee covenants and agrees that it will farm in accordance with generally accepted farming practices and procedures and must be certified by the California Certified Organic Farmers (CCOF) or other registered California certifiers (see CDFA Organic) and be registered with the California Department of Food and Agriculture as an organic grower (CDFA Organic). Failure to do so will be cause for immediate termination of the Lease.

It is understood between the parties hereto that Lessee will apply only pesticides that are registered to be used in organic operations. Organic registration must be renewed yearly. All pesticide use must be reported to the Department of Agriculture in the county in which the grow operations occur monthly. Upon monthly reporting to the County, Lessee will forward the Pesticide Use Reports (PUR) to Lessor's IPM department via email at Pestcontrolrequest@ebparks.org and copy Lessor's Business Services Manager.

Lessee shall accomplish fire protection as directed by Lessor's personnel and other jurisdictional authorities.

Section 3.02 Abandonment. Lessee shall not vacate or abandon the said premises at any time during the term; and if Lessee shall abandon, vacate or surrender the said premises, or be dispossessed by process of law, or otherwise. any personal property belonging to Lessee and left on the said premises shall be deemed to be abandoned, at the option of Lessor. Should Lessee at any time abandon the said premises for any reason whatsoever, without the prior written consent of Lessor, then and in such event, Lessor shall have the right to re-enter and take possession of the said premises and the crops, without terminating this Lease and without relieving Lessee of past, current, or future rents.

Section 3.03. Government Programs. It is understood that Lessee will not be participating in any governmental farm programs during the term of this Lease (including without limitation any current or future conservation, subsidy or set aside program sponsored by the State of California or the United States) with a duration longer than the lease term as set forth herein. Lessor understands that Lessee may be planting vegetables and Lessee shall cooperate with Lessor so that Lessor may file any required reports of the operations upon the property to the Farm Service Agency as may be required to maintain crop history, contract acres, and participation at the highest possible level. Upon the expiration or earlier termination of this Lease, the Farms program attributes shall remain with the property or Lessor and Lessee shall execute such forms or documents. as are necessary to vest the farm program attributes with the property or Lessor.

Section 3.04. Best Course of Husbandry. In growing any crops on said premises and in performing any activity on said premises required or permitted by this Lease, Lessee shall act in accordance with the best course of husbandry and good farming practices in the geographical vicinity of said

premises. Lessee agrees to carry on all such farming operations under this Lease (and all operations incidental thereto) in a good, diligent, and farmer-like manner and to the highest standards practiced on similar lands in said general area or neighborhood planted to like crops. Lessee shall seasonably and properly do any plowing, cultivating, fertilizing, weeding, irrigating, draining, harvesting, preparing for market, packing, sacking, or crating in the customary manner (as the crop requires).

In addition, in accordance with the East Bay Regional Park District's Ordinance 38 (04-19-2016) Section 806. Archaeological Features. No person shall damage, injure, collect or remove any object of paleontological, archaeological or historical interest or value located on District parklands. In addition, any person who willfully alters, damages, or defaces any object of archaeological or historical interest or value or enters a fenced and posted archaeological or historical site shall be arrested or issued a citation pursuant to Penal Code Section 622-1/2. In the event that any cultural resources, or suspected cultural resources, are identified during the lessee's operations all work should stop within the immediate vicinity of the find and the Cultural Services Coordinator and Business Services Administration should be contacted immediately.

Section 3.05. Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on said premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on said premises; and Lessee shall not use or permit the use of said premises for any unlawful purpose.

Section 3.06. Governmental Regulations. Lessee shall, at Lessee's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county, or local governments.

Section 3.07. Weeds and Pests. Lessee shall, to the best of Lessee's ability maintain its premises weed and rodent free so as not to negatively affect operations or provide additional weed and rodent pressure to surrounding operations. Pest control shall follow all organic practices that are permitted by the Organic certifier of its choice. Buildings and structures shall have monthly rodent control performed by a certified pest control operator to maintain rodent pressure to a minimum. Sanitation shall be an imperative and all trash receptacles shall be wildlife proof. Composting operations will be performed so as to minimize rodent attraction and harborage.

Section 3.08. Expenses of Lessee. During the term of this Lease and all renewals or extensions thereof, Lessee shall, among other things, at his own cost and expense:

- (a) Furnish all labor and equipment necessary to properly plant, cultivate, grow, irrigate, and harvest on said premises in a good and farmer-like manner any crops that Lessee may decide should be grown on said premises during the term of this Lease or any renewal or extension hereof;
- (b) Promptly pay all costs and expenses of planting, cultivating, conserving, growing, irrigating, fertilizing, and harvesting of all crops to be grown under this Lease, and all other expenses incidental thereto; and all expenses required or incurred in any way by reason of Lessee's activities upon the subject premises;

- (c) Keep and maintain all irrigation located on said premises open and in good condition and repair so that irrigation waters may flow freely;
- (d) Provide adequate water for the proper irrigation of all crops that may be planted, cultivated, grown and harvested on said premises pursuant to this Lease;

Pay for all costs incurred in connection with the repair, maintenance and operation of any electric motors, any electric panel boxes and any other aboveground irrigation facility, and for all costs incurred in connection with the repair, maintenance and operation of any irrigation pipeline system.

Section 3.09. Condition of Said Premises. Without waiving any provision of this Lease, the taking of possession of the Leased premise by Lessee shall be conclusive on the parties that said premises are acceptable to Lessee. Lessor shall not be called upon to make any improvements or repairs upon the said premises on any part thereof. Except as herein expressly provided to the contrary, all damages or injury done to the said premises by Lessee, its employees, agents, contractors, invitees or by any person who may be in or upon the said premises with the consent of Lessee, shall be paid for by Lessee. Lessee shall, at its sole cost and expense, comply with all requirements of all municipal, state and federal authorities now in force or which may hereafter come in force, pertaining to the said premises, and maintain the premises in as good a condition as received or better.

Section 3.010. Inspection by Lessor. Lessor shall have the right at all times during regular business hours and during the term of this Lease to enter the said premises for the purpose of examining and inspecting the same, provided that Lessor shall not unreasonably interfere with Lessee's use of said premises.

ARTICLE 4. RENT

Rent. Lessee agrees to pay to Lessor, and Lessor agrees to accept, as rent for the use and possession of said premises _____ in the initial term.

Rent will be evaluated prior to the commencement of the possible additional five (5)-year term and a rent increase commensurate with current market rates for agricultural land leases may be applied.

Payments may be made bi-annually on January 1st for the period of January-June and July 1st for the period of July-December of each year. The first payment is due on _____. Payment should be made by check payable to East Bay Regional Park District, Attention Finance Division, P.O. Box 5381, Oakland CA 94605-0381.

Any such payments which may be due and payable, and which remain unpaid by the due date, shall be deemed to be delinquent and shall be subject to a late penalty of 1.5 percent every 30-calendar day period or partial (30) day calendar period until paid in full.

ARTICLE 5. EMPLOYEES-PERSONNEL

Section 5.01. All persons employed or utilized in connection with the operation, including relatives, shall be adequately trained for such purposes, shall be suitably attired so as to be recognizable as

employees of Lessee. Lessee shall not employ any minors. Lessee shall devote its own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement.

Smoking is not allowed in any East Bay Regional Park District park. Lessee must have one designated area for employees to smoke removed from public view.

ARTICLE 6. IRRIGATION, DRAINAGE, AND FLOODING

Section 6.01. Flooding. Lessee acknowledges that Lessee is fully acquainted with said premises, all facilities affecting the premise, and the possibility that the premise could be flooded from many causes. Lessee hereby expressly assumes the risk of damage arising out of the above and hereby waives the right (including the right on the part of any insurer through subrogation) to make any claim pertaining to the same as against Lessor and their officers, agents, and employees.

Lessee agrees to hold Lessor and their officers, agents, and employees, free and harmless and indemnify Lessor against any and all claims (including claims for negligence of Lessor and claims for inverse condemnation) and expense for damage to property belonging to or used in connection with Lessee's operations including without limitation damage to crops, equipment, improvements, and ground preparation caused by flooding other than an intentional or malicious act.

Section 6.02. Irrigation. The well provides good water for crops and was initially tested for salt content. Lessor does not guarantee the quantity or quality of water that will be available for irrigation. It is contemplated that problems may arise due to water shortage in dry years and due to intrusion of salts and other pollutants in the available water, and it is understood and agreed that Lessor is not to be liable to Lessee to any extent whatsoever by virtue of any damages that might occur to Lessee as a result of either shortage of water or poor quality water.

Lessee agrees to pay the cost of pump service and maintenance and for the electric pump costs. In the event water of adequate quantity and quality cannot be obtained, Lessee may, upon written notice to Lessor, terminate this Lease; in such event, rent for the current year shall be prorated to the date of termination.

Lessee is familiar with the present condition of the leased premises, including, but not necessarily limited to the structural improvements as well as the lack of irrigation and other water facilities located thereon or used in connection therewith. Lessee accepts all improvements in their present condition ("as is") on the entire leased premises, and any water facilities thereon.

ARTICLE 7. IMPROVING AND MAINTAINING THE SAID PREMISES

Section 7.01. Construction of New Facilities. Any proposed alterations, additions or improvements to the Premises shall be at Lessee's sole cost and expense and without reimbursement of any kind from Lessor. Any new facilities must be consistent with Coyote Hill's Master Plan and approved by Lessor in its sole discretion in advance. Lessee shall be required to obtain all required permits and comply with all applicable laws. No work shall commence unless Lessee can demonstrate to the satisfaction of Lessor that there are sufficient funds available to fully complete the construction

within a reasonable construction period. Lessor may require, in its discretion, the posting of a performance bond, letters of credit, or a segregated construction account, etc. as deemed necessary to ensure that all work is completed in a prompt and workmanlike manner. All contractors must be licensed and meet Lessor's insurance requirements. All work will be of high quality, compatible with the purposes of this Agreement, and compatible in finish, color, and design with the existing structures in Ardenwood Historic Farm and the park environment.

Section 7.02. General Maintenance. Lessee shall, at his own cost and expense, keep and maintain said premises in good order and repair and in as safe and clean as condition as they are at the commencement date of this Lease. Lessee will not obstruct, cut, dig on said land without the prior written consent of Lessor. Lessee further agrees that they will keep all irrigation and drainage ditches that may lie within or along the boundary of the land included in this Lease reasonably free from all weeds and foreign growth in a good, diligent and farmer like manner and to the highest standards practiced on similar lands.

At the termination of this Lease, Lessee agrees to leave the said premises free of any trash and equipment and in a farmable condition and will disc crop residue thoroughly into soil.

ARTICLE 8. TAXES AND UTILITIES

Section 8.01. Payment of Utility Charges. Lessee shall pay and hold Lessor free and harmless from all charges for the furnishing of public utilities to the well pump and the metal buildings during the term of this Lease.

Section 8.02. Personal Property Taxes. Lessee shall pay any and all taxes on all Lessee's personal property, an annual tax imposed on assets belonging to it as well as the increase of taxes due to Lessee's improvements and/or attributable to Lessee's use of said property should any exist.

Section 8.03. Real Property Taxes. Lessee is responsible for payment of any County possessory interest tax assessment due for this property. A taxable possessory interest is created when a private party is granted the exclusive use for private benefit of real property owned by a non-taxable entity such as Lessor.

ARTICLE 9. INDEMNITY AND INSURANCE

Section 9.01. Lessee ("Contractor") will have and maintain the policies set forth in Exhibit "D", Insurance Requirements, attached hereto and incorporated herein by reference. Lessee must provide all insurance coverage, certificates and endorsements required by this Lease before Lessor will execute this Lease. The insurance coverage must be kept current during all terms of this Lease. All policies, endorsements, certificates, and/or binders will be subject to approval by Lessor as to form and content. These requirements are subject to amendment or waiver only if approved in writing by Lessor. A lapse in any required insurance coverage during this Lease will be a breach of this Lease.

ARTICLE 10. ASSIGNMENT AND DEFAULT

Section 10.01. Subleasing and Assignment. Lessee shall have the option, with prior written consent of Lessor, to sublet, assign or underlet said herein described said premises or any part thereof. Any assignment or other transfer by operation of law or by or as a result of any process or proceedings in any court (except probate proceedings hereinafter referred to), or by or as the result of any attachment, execution, proceedings in bankruptcy, either voluntary or involuntary, or in any farm debt relief or other debtor proceeding, or any proceedings whatsoever under any provision of any adjustment, arrangement, postponement, composition or reduction of debts, liabilities or obligations shall constitute a breach of said restrictions and prohibition against the assignment of this Lease and shall give Lessor the right to terminate the same by written notice to Lessee. If Lessee institutes or permits or suffers any such bankruptcy or other proceeding to be maintained against Lessee, Lessor shall have the right to forthwith terminate this Lease and all of Lessee's rights hereunder.

Section 10.02. Default by Lessee. All covenants and agreements contained in this Lease are declared to be conditions to the Lease and to the term hereby demised to Lessee. Should Lessee default in the performance of any covenant, condition, performance plan or agreement contained in this Lease, Lessor shall give written notice thereof specifying the nature of the default. Lessee shall have 14 days within which to cure the default.

Section 10.03. Remedies by Lessor. In the event of a material default by Lessee, Lessor may:

- (a) Take possession of the Premises as the agent and on account of Lessee, and if it so elects may license the whole or any part of the Premises for the balance or any part of the term of this License. The performance of any or all of said acts by Lessor shall not release Lessee from the full and strict compliance with all of the terms, conditions and covenants of this License on Lessee's part. Lessor will keep any rent received and Lessee shall pay for any costs incurred by Lessor to complete Lessee's obligations in this Lease.
- (b) It is understood that the remedies herein provided for Lessor in case of a violation of the terms of this License by Lessee are not exclusive but are in addition to the remedies provided by law or at equity, and any of which remedies Lessor shall have the right to use at its option.

Section 10.4 Condition. Each and every covenant and condition hereof related to the payment of rent, taxes, insurance or to the maintenance of said premises to be kept and performed by Lessee is expressly made a condition, upon breach and after the expiration of any applicable cure period, whereof Lessor may terminate this Lease and exercise all rights of entry and reentry upon said premises.

ARTICLE II. MISCELLANEOUS PROVISIONS

Section 11.01. Force Majeure. Other than the payment of rent, or other monetary obligations of Lessee, should the performance of the obligations of either party, Lessor or Lessee, under this Lease be prevented or delayed by an act of God, war, civil insurrection, fire, flood, storm, strikes, lockouts, or by any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the control of such party, such party's performance under this Lease to the extent it is so prevented or delayed shall be excused.

Section 11.02. Attorney's Fees. Should any litigation be commenced between the parties to this Lease concerning said premises, the crops to be grown on said premises, this Lease, or the rights and duties of either party in relation thereto, the party, Lessor or Lessee, prevailing in any such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

Section 11.03. Surrender. Lessee agrees to promptly vacate the leased premises and to peaceably surrender possession thereof to Lessor upon the termination of this Lease. This Lease shall terminate as to any parcel or area comprising a part of the leased premises as soon as the harvesting of the crop thereon is completed by Lessee. If requested by Lessor, Lessee shall, at his own cost, immediately upon final harvest, disc the remaining stubble.

Section 11.04. Livestock and Other Animals. Lessee shall not, without prior written consent of Lessor, graze, pasture, or otherwise maintain any cattle, sheep, other livestock or animals upon the leased premises. No pets, including but not limited to dogs, are allowed on the leased premises. Cats are prohibited in all District parks.

Section 11.05. Fires. Lessee shall not set fire to nor burn any straw, stubble, vegetation, or other inflammable material on the premises nor permit any fire thereon for any purpose other than domestic heating or cooking, without first obtaining a written permit from the public official having jurisdiction thereof. Lessee shall be liable for any and all damages or loss or injury that may result from any fire on the leased premises caused by any act or omission of Lessee or Lessee's employees or other agents.

Section 11.06. Subordination. Lessee covenants that this Lease is and shall be at all times subject and subordinate in lien to any mortgage or mortgages, deed of trust, or deeds of trust, now existing or which Lessor, or any subsequent owner of the leased premises, shall make hereafter covering said premises, and to any and all advances made or to be made thereunder, and to the interest thereon and to any and all renewals thereof. Lessee covenants to execute, acknowledge, and deliver upon request, all documents requested by Lessor to subordinate this Lease to any such indebtedness as herein provided. In the event of any default in the payment of such indebtedness by Lessor which renders Lessee's ouster imminent, Lessee may cure such default and be subrogated to the rights of the lender to the extent of the payment so made to cure the default

Section 11.07. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or delivered or given to either party hereto by the other party to this Lease shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed, or in lieu of such service, one of the following methods with actual/constructive receipt:

- I) When deposited in the United States mail, first-class postage prepaid, addressed to Lessor at 2950 Peralta Oaks Court, Oakland, California 94605, Attn: Business Services Manager. To Lessee, _____.

2) Via electronic mail to Lessor: Business Services Manager Tiffany Margulici tmargulici@ebparks.org or Lessee: _____.

Either party, Lessor or Lessee, may change their address or electronic mail address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

Section 11.08. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. In the event that either party brings any action the trial of such action shall be convened exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

Section 11.9. Advice of Counsel/Attorneys' Fees. If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

Section 11.10. Binding on Heirs and Successors. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this section shall be construed as consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as provided in section 9.01 of this Lease.

Section 11.11. Counterparts and Facsimiles. This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Any signature page of this Lease may be detached from any counterpart of this Lease and re-attached to any other counterpart of this Lease identical in form hereto but having attached to it one or more additional signature pages. A facsimile or copy of this Lease executed by the parties, whether complete or in counterparts, will be binding and shall constitute sufficient evidence of the executed original of this lease for all purposes.

Section 11.12. Waiver. The waiver by Lessor of any breach of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

Section 11.13. Pandemic (COVID-19) Acknowledgment, Waiver and Assumption Of Risk. The Lessee acknowledges that the novel coronavirus, COVID-19, is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Lessee acknowledges and agrees that Lessor is directing all individuals that participate in permitted activities to conduct the activities in compliance with the applicable Federal, State, County and local health orders. Further, any volunteer recognizes that it is their own responsibility to ensure compliance with all applicable orders. Further, Lessee acknowledges and understands that Lessor does not and cannot guarantee that any participants will not become infected with COVID-19 while participating in the permitted activities. Lessee hereby releases, covenants not to sue, discharges, and hold harmless Lessor, its Board of Directors, officers, employees, agents, and representatives from any claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the permitted activities including but not

limited to any illness, death, and loss of any kind by volunteers related to COVID-19. Lessee understands and agrees that this waiver, release and assumption of risk includes any claims based on the actions, omissions, or negligence of Lessor, its Board of Directors, officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity.

11.14. Non-Discrimination. Lessee and Lessee's employees or members shall not discriminate because of sex, sexual orientation, race, religion, age, color, disability, or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall Lessee or Lessee's employees or members publicize the accommodations, facility, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, sexual orientation, race, religion, age, color, disability, or national origin.

In the performance of this contract, Lessee will not discriminate against any applicant because of sex, sexual orientation, race, religion, age, color, disability, or national origin.

Section 11.15. Entire Agreement. This Lease contains the entire agreement between Lessor and Lessee relating to the subject property and it supersedes and replaces all prior or contemporaneous leases, agreements, and negotiations between Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day herein written.

EAST BAY REGIONAL PARK

By:

By: Sabrina B. Landreth, General Manager

Approved as to Form

Elizabeth Mackenzie, Asst. General Counsel

EXHIBIT A - MAP OF PREMISES

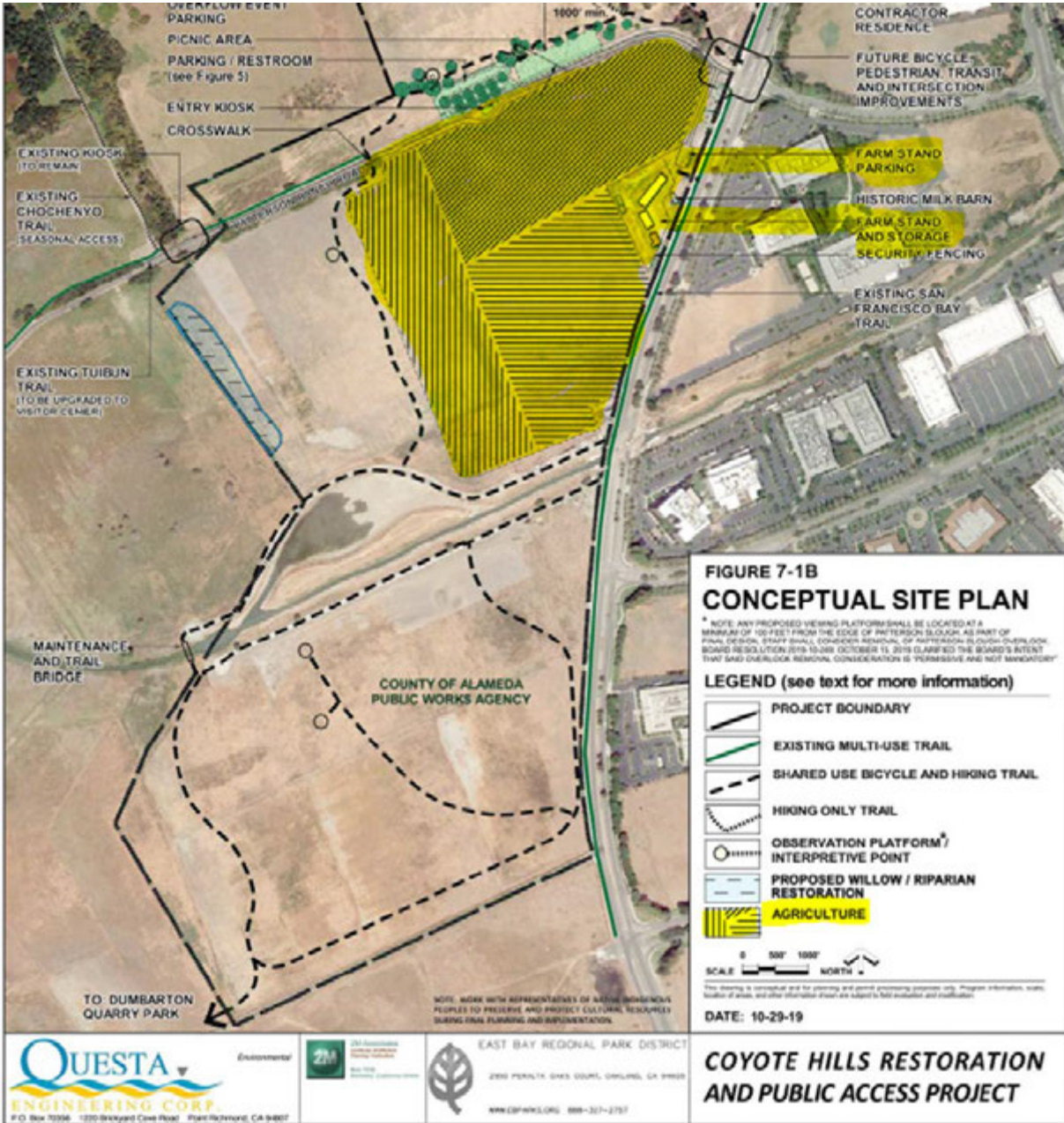


EXHIBIT B – LESSEE REQUIREMENTS

1. 45 acres will be farmed exclusively and at all times by Lessee.
2. Lessee must provide their own equipment allocated for the farming operation including tractor-drawn implements and irrigation.
3. Two metal structures are available for Lessee's use.
4. Sale of produce and other agriculturally related products is limited to those grown at the Premises or grown at a reputable farm that is certified organic and follows the regulations of the CDFA Organic.
5. The well provides good water for crops and will be monitored for salt content. Lessee agrees to share half the cost of pump service and maintenance and 100% of the electric pump costs based on farmer's electric meter for pump.
6. Portables are to be provided by Lessee. Upon request, Lessor can provide weekly (the day to be determined by Lessor) pump out service for up to four (4) portables. Locations of serviced portables must be approved in advance by Lessor to ensure accessibility for the service truck. Pump outs in addition to the weekly Lessor service must be arranged by Lessee with an outside provider, at the cost of Lessee. Lessor's service schedule is non-negotiable.
7. Lessee will be responsible for obtaining any and all necessary approvals, permits, licenses and County operator ID for any outfitting and lawful operation at the farm, including maintaining the status of all farmable acres at Coyote Hills Regional Park as California Certified Organic (CCOF).
8. Lessee will be responsible for the ongoing maintenance and other day-to-day operational aspects of the farming lease operation yard, as well as the following operation and maintenance activities:
 - Responsible for securing any equipment every evening. Storage will be permitted at the site.
 - Conducting assessments of the condition of the operation yard and any structures
 - Removing garbage, debris, and litter from the premises (and within 100 feet)
 - Performing janitorial services, regular graffiti removal and cleaning of the exterior
 - Replacing damaged glass, broken windows, and doors
 - Fixing leaks
 - Painting
 - Performing routine maintenance of operational systems and equipment
 - Providing repair and maintenance supplies and small equipment
 - Reporting significant maintenance or repair needs to Lessor
9. Lessee will remove all rubbish generated by this operation. Lessee will be responsible for cleaning the licensed premises as directed by the Park Supervisor. In addition, Lessee will keep all signs and structures free of graffiti. Lessee must comply with all Lessor's policy and all city, state, and federal regulations regarding recycling.
10. Lessee will comply with all city, state and federal laws relating to access for persons with disabilities.
11. Lessee must pay all taxes applicable to the operation of the leased area.
12. Lessee will be responsible for maintaining total security within the leased premises. Lessor is not responsible for Lessee's equipment or supplies.

- 13.** Lessee will submit bi-annual reports of activities and sales. At the end of each operating year, Lessee will be required to submit a detailed cash flow statement for the past year's operation.
- 14.** Lessee shall not display any signs whatsoever within the park without the prior written consent of the Park Supervisor. Application for such consent shall show in reasonable detail the type, character and size of any such sign Lessee desires to display. Lessor agrees not to withhold nor delay approval of reasonable requests for signs.
- 15.** All Lessee-sponsored activities and participating individuals are subject to the provisions of the East Bay Regional Park Lessor's Ordinance No. 38 and Lessee agrees to abide by all rules and regulations therein. Accidents that occur on the Facility must be reported to the Park Supervisor (510-544-3217) and Public Safety (510-881-1833) within 24 hours.

EXHIBIT C
AGRICULTURAL LESSEE PERFORMANCE PLAN

_____ Farming Schedule

EXHIBIT D
INSURANCE REQUIREMENTS

Contractor will 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/her agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage will be at least as broad as:

A. 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 will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering 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.

C. 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.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the contractor.

II. OTHER INSURANCE REQUIREMENTS

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

I. Additional Insured Status

The District, its officers, directors, officials, agents, 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 **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage will be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District,

its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, agents, employees, or volunteers will be excess of the Contractor's insurance and will not contribute with it.

3. Notice of Cancellation

Each of the above policies must contain a provision that the policy will not be cancelled or the terms or conditions thereof materially changed without **thirty (30) days' prior written notice to District**. No cancellation provision in any insurance policy will be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

4. Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 District has received a waiver of subrogation endorsement from the insurer.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District 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.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

D. Verification of Coverage

Contractor will furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E. Special Risks or Circumstances

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