

EXHIBIT C - SERVICE PLAN

Background:

In November 2008, the voters of Alameda County and Contra Costa County approved the East Bay Regional Park District's (EBRPD) Measure WW Park Bond Extension (Measure WW). A portion of the proceeds from the issuance of the Measure WW bonds have been set aside for a local grant program, under which eligible applicants are granted Measure WW funds for eligible projects.

The County and EBRPD have entered into a Master Contract, under which EBRPD is making a grant of Measure WW funds to the County for the acquisition and development of neighborhood, community and regional parks and recreation lands and facilities in the unincorporated area of Contra Costa County. The Master Contract was amended in February 2017 to address concerns about reimbursement requirements. A copy of the Master Contract and Amendment are attached as Exhibit A.

In September 2021, Urban Tilth acquired the property at 323 Brookside Drive, Richmond, California, which is the location of the North Richmond Roots and Restoration Farm (the "Project Site"). An aerial photograph that shows the Project Site is attached as Exhibit B. The Project Site was previously leased from the County by Urban Tilth, for the purpose of developing and operating a nonprofit educational urban farm and agricultural park.

The Project Site is used as an agricultural park through the operation of a working farm, educational programs for the community, operation of a watershed education and training program, training of local youth in agriculture, production of honey and value-added farm products for sale, operation of a farm stand and café, associated buildings and facilities, and related purposes (together "Park Purposes").

Project and Budget

Urban Tilth ("Contractor") will design, obtain permits, and implement site preparation activities for the Roots and Restoration Farm including, clearing the site, amending the soil, grading the site, installing hardscape, installing cultivation area, water infrastructure, and sewer infrastructure to the site.

The budget for the project follows and minor amendments to the budget shall be allowed with approval of County staff, so long as it does not exceed \$306,714.77. The total contract amount combines two Measure WW allocations. The first is the current allocation for the Roots and Restoration farm ("Current Allocation") in the amount of \$282,909.65. The second is the remaining \$16,805.12 from a completed Measure WW project and is contingent on East Bay Regional Park approval in order to be applied to the Roots and Restoration project ("Contingent Allocation").

Current Allocation Budget

Construction Contract (Bid Item identified in Measure WW Revised Application)	\$273,800
Rough Grading: \$53,000	
Sanitary Sewer: \$198,800	
Construction Contingency: \$22,000	
Construction Support (Management, Testing, and Inspection)	\$12,109.65
Total Measure WW Funds – Current Allocation	\$289,909.65

Contingent Allocation Budget

Construction Contract (Bid Item to be identified in Measure WW Revised Application)	\$16,805.12
Rough Grading: \$8,405.56	
Sanitary Sewer: \$8,405.56	
Total Measure WW Funds – Contingent Allocation	\$16,805.12

Initials: _____

Contractor

County Dept

Payment Provisions

Contractor shall submit periodic invoices for project cost reimbursement consistent with Measure WW requirements, including required forms and backup documentation (Exhibit D). Additional EBRPD payment requirements are outlined in Exhibit A (Master Contract) Section C.

Contractor Requirements

Contractor shall ensure the terms of the Master Contract (Exhibit A) are met, in particular the following:

- All construction contracts must include prevailing wage provisions.
- The site shall be used only for the purpose the grant monies were allocated, including public access, for a period of 25 years.
- Urban Tilth shall be open to periodic monitoring of the site if requested.
- A funding acknowledgement sign shall be posted at the project site for a minimum of three years following project completion.
- Pre-Construction Costs shall not exceed 20% of the total project costs.
- Maintenance equipment and non-fixed equipment are ineligible project costs.
- Urban Tilth is responsible for the ongoing maintenance of the site.

Initials: _____

Contractor

County Dept