

PARK USE AGREEMENT

Allocation of Measure WW Park Bond Funds – Roots and Restoration Agricultural Park

This park use agreement (“Agreement”) is dated September 15, 2021 (the “Effective Date”), and is between URBAN TILTH, a 510(c)(3) non-profit (“Urban Tilth”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “County”).

RECITALS

- A. 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 that resulted 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.
- B. The County and EBRPD are parties to Master Contract No. 314500 (the “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 amount of such grant is referred to as the “Grant Proceeds.” A copy of the Master Contract is attached as Exhibit A.
- C. Following acquisition from the County on September 15, 2021, Urban Tilth now owns that certain property located at 323 Brookside Drive, Richmond, California, which is the location of the Roots and Restoration Agricultural Park (the “Project Site”). The site is approximately 3.09 acres. An aerial photograph that shows the Project Site is attached as Exhibit B.
- D. 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”).
- E. The County desires to use a portion of the funds it received from EBRPD under the Master Contract (“Project Award”) to improve the Project Site by performing the tasks described in the Service Plan. The Service plan is attached as Exhibit C. The performance and completion of such tasks is the “Project.”

AGREEMENT

The parties therefore agree as follows:

1. Public Use of Project Site. For the Term of this Agreement, Urban Tilth shall cause the Project Site to be used for Park Purposes.

2. Term. The “Term” of this Agreement begins on and ends on the date that is twenty-five years after the date the Project is complete. If no record of the Project completion date can be found, the Term of this Agreement ends on the twenty-sixth anniversary of the Effective Date.
3. Consideration. In exchange for the Project Award, Urban Tilth shall carry out the Project as described herein.
4. Project/Use. The Project Site will be developed and used for Park Purposes. In accordance with Section B.10 of the General Provisions of the Master Contract, if the use of the Project Site changes to a use that is not for park purposes, or if the Project Site is sold or otherwise disposed of, Urban Tilth shall pay to the County the Reimbursement. The “Reimbursement” is an amount that is equals to the amount the County would be obligated to repay EBRPD pursuant to section B.10 of the General Provisions of the Master Contract. Urban Tilth shall pay the Reimbursement to the County within (30) days of a demand from the County. The County shall use the Reimbursement to either make capital improvements related to park and recreation facilities in accordance with an agreement between the County and EBRPD, or to reimburse the Project Award to EBRPD.
5. Maintenance. Urban Tilth is responsible for maintaining the Project Site. Urban Tilth’s maintenance responsibilities include, but are not limited to, weed abatement, trash collection, abatement of any illegal dumping on the Project Site, and abatement of any vandalism on the Project Site.
6. Funding Acknowledgment Sign. Urban Tilth shall post, or permit the County to post, a funding acknowledgment sign on the Project Site. The funding acknowledgment sign is to remain onsite for at least three years after completion of the improvements described on Exhibit C.
7. Nondiscrimination. In accordance with Section I of the General Provisions of the Master Contract, Urban Tilth shall not (i) discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of the Project Site during the Term, (ii) discriminate against any person on the basis of residence, except to the extent reasonable differences in admission or other fees based on residence are permitted by law.
8. Site Visits. Urban Tilth shall permit representatives of the County and representatives of EBRPD to make periodic inspections of the Project Site to determine that Urban Tilth is complying with the terms of this Agreement.
9. Notices. All notices required or permitted under this Agreement are to be in writing and delivered personally, or sent by overnight delivery service, or registered or certified mail, postage prepaid and directed as follows:

If to Urban Tilth: Doria Robinson, Executive Director
Urban Tilth
323 Brookside Drive
Richmond, CA 94801

If to County: John Kopchik, Director
The County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

Either party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices are to be delivered to such substitute address for that above set forth. Notices to either party are effective on the date of delivery, if delivered personally, on the next business day if sent by overnight courier, and three business days after depositing in the United States Postal system if sent via registered or certified mail.

10. Project Administration. Urban Tilth shall cooperate with the County in preparing any cost reimbursement requests consistent with Measure WW requirements, including required forms and back up documentation (Exhibit D) and any Project Status Reports required by EBRPD during the Term of this Agreement.
11. Project Termination. If any portion of the grant being made to the County under the Master Contract that is intended to be used for the Project is terminated for any reason, the County has no obligation to provide that portion of the Project Award to Urban Tilth..
12. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or does confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
13. Governing Law. The laws of the State of California govern all matters between the parties that relate to this Agreement.

The parties are signing this agreement as of the Effective Date.

COUNTY

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

By: _____
John Kopchik
Director of Conservation
and Development

URBAN TILTH

URBAN TILTH, A
501(C)(3) NON-PROFIT

By: _____
Doria Robinson
Urban Tilth Executive Director