

REQUEST FOR PROPOSALS

For

**The Operation of a Farm Animal Program at
Forest Home Farms Historic Park**



**CITY OF SAN RAMON
PARKS & COMMUNITY SERVICES DEPARTMENT**

Issued: June 5, 2023

Proposal Deadline: July 6, 2023 at 3:00 p.m.

to

**City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583**

Attn: City Clerk

**CITY OF SAN RAMON
REQUEST FOR PROPOSALS**

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CITY OF SAN RAMON REQUEST FOR PROPOSALS

The City of San Ramon (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for the Operation of a Farm Animal Program at Forest Home Farms Historic Park.

1. ABOUT THE CITY AND PROPERTY

The City of San Ramon was incorporated in 1983 and is located in the San Ramon Valley of Contra Costa County, approximately 35 miles east of the City of San Francisco in the San Francisco Bay Area. The San Ramon Valley has long been considered one of the most desirable living areas in the Bay Area because of its scenic beauty, suburban charms, excellent school systems, and proximity to major employment centers. The City occupies a land area of 18.56 square miles and is surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both the Alameda and Contra Costa Counties.

The City operates under a Council-Manager form of government with over 250 employees, serving a population of approximately 81,344. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

In 1997, Ruth Quayle Boone bequeathed the 16-acre Boone family farm known as Forest Home Farms to the City of San Ramon for use as a municipal historic park in memory of her husband, Travis Moore Boone. After Ruth Boone’s death in 1998 at the age of 94, the City expanded the memorial to include Ruth, in honor of her generosity to the people of San Ramon and in recognition of the contribution women made to agriculture in the San Ramon Valley. The farm is located at the base of the East Bay Hills and Oak Creek divides it in two almost equal parts. The northern portion of the site contains all of the structures built or used by the Boones, except for the cistern that sits atop a hill on the southwest corner. The structures include two houses, 14 outbuildings, one grotto, and one pergola. The houses represent almost a century of residential development in the valley.

The Boone House is a 22-room Dutch colonial that was remodeled several times since it was built in 1900. This home currently serves as offices and meeting center. The fourteen outbuildings vary significantly in date and size, including a barn originally built in the period from 1850 to 1860, a 7000 square foot farm equipment/automobile storage structure, and a three-building walnut processing plant that includes a three-story hulling and drying structure. Each of these structures are of historic significance and are an integral part of the Farm Life education program designed for elementary age children.

The southern portion of the property is now home to the Glass House Museum, a Victorian-style home, and its tank house built in 1877. The Glass House has been restored to its original beauty and is open for tours and a Victorian Life education program for elementary age children.

2. THE SERVICES

A. Summary. The City requires the services outlined in Attachment B (“**Services**”) at 19953 San Ramon Valley Boulevard, San Ramon, CA 94583. Site includes one

structure (barn with paddock and animal stalls), 5 acres of grazing/pasture, and a chicken coop with an enclosed run area. See site map for areas of use (Attachment A).

Respondent will:

- Provide a program that is related to the historical aspect of the site;
- Provide ruminant animals for the Property, preferably species that would have been found on the property between 1850-1950 to graze on the property;
- Provide additional services as outlined in the Scope of Services [Attachment B].

B. Form of Agreement. A copy of the City’s standard License Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the 4-year Agreement, from September 1, 2023 – June 30, 2027, with the option to renew the Agreement for not more than one (1) two- (2-) year term for a total six- (6-) year contract using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Mae Mlyniec, Administrative Analyst, at mmlyniec@sanramon.ca.gov by 12:00 p.m., June 29, 2023 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will not be held.

C. Submittal Instructions. Proposals must be **received** by the City by or before July 6, 2023 at 3:00 p.m. (“**Proposal Deadline**”). Respondent must submit one original and **two (2)** identical copies of the Proposal in a sealed envelope labeled with Respondent’s name and return address, marked “Proposal for the Operation of a Farm Animal Program at Forest Home Farms Historic Park,” and addressed as follows:

City Clerk
City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded. **Postmarks will not be accepted.**

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	June 5, 2023
Request for Information Deadline	June 29, 2023 at 12:00PM
Proposal Deadline	July 6, 2023 at 3:00PM
Interviews (if requested by City)	Week of July 17, 2023
Notice of Selection	July 25, 2023
Commence Services	September 1, 2023

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City’s website at http://www.sanramon.ca.gov/our_city/bids_rfp. Each Respondent is **solely** responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. Proposals should not exceed ten (10) one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a Proposal, the Respondent agrees that the proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent’s name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) Contact information, including name, title, address, phone number, and email, of Respondent’s primary representative for purposes of this RFP;

INCLUDE THE STATEMENTS BELOW:

(5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda:

Addendum: Date Received:

01 _____

02

; and

(6) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 24 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's non-profit or organization, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address). Describe how and why Respondent is qualified to provide the Services and any experience in animal husbandry.

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Provide a work plan and proposed schedule for the tasks described in the Scope of Services. Approach should include the following:

- The number and type of animals proposed
- Plan for maintaining and housing the animals
- A detailed plan of the program(s) proposed at the site
- How your proposed program relates to the history of the site
- Explain, if any, additional operations taking place at the site not related to the proposed program(s)
- Revenues (if any expected) for all operations taking place at the site
- How you plan to maintain compliance with all local, state, and federal laws regarding care and maintenance of animals in a public setting

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- General qualifications 1-15 points
- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Proposed approach 1-25 points
- Responsiveness 1-10 points
- References 1-10 points
- Interview (if requested) 1-10 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits a Proposal.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk, at cityclerk@sanramon.ca.gov, please copy mmlyniec@sanramon.ca.gov and must clearly specify the basis for the protest. The protest will be reviewed by the division manager in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the

right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the “Act”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

Attachment A – Form of Agreement
Attachment B – Scope of Services

Attachment A – Form of Agreement

**LICENSE AGREEMENT
BETWEEN THE CITY OF SAN RAMON AND
LICENSEE
FOR
THE OPERATION OF A FARM ANIMAL PROGRAM AT
FOREST HOME FARMS HISTORIC PARK**

This is an Agreement between the City of San Ramon, a municipal corporation, (“CITY”) and (“LICENSEE”), together referred to as the “Parties.”

RECITALS

WHEREAS, CITY solicited Proposals by Request for Proposals (“RFP”) for the Operation of a Farm Animal Program at Forest Home Farms Historic Park; and

WHEREAS, after review of all Proposals submitted pursuant to said RFP, LICENSEE’s Proposal on the project were accepted by the CITY and identified as most advantageous to the CITY; and

WHEREAS, LICENSEE by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, is willing to provide the requested services; and

WHEREAS, the CITY desires to enter into an agreement (“LICENSE”) with the LICENSEE that provides terms for the Operation of a Farm Animal Program at Forest Home Farms Historic Park, located at 19953 San Ramon Valley Boulevard, San Ramon, California 94583.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and LICENSEE agree as follows:

- 1. Award of Agreement.** In response to the Request for Proposals, LICENSEE has submitted a Proposal to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Services, attached hereto as Exhibit B. On July 25, 2023, City authorized award of this four (4) year Agreement to LICENSEE.
- 2. RFP Documents.** The RFP Documents incorporated into this Agreement include and are comprised of all of the documents listed below.

Sections

- 2** The Services
- 3** Request for Proposal Procedures
- 4** Proposal Requirements
- 5** Evaluation
- 6** Selection and Award
- 7** Miscellaneous

- 3. Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by LICENSEE. Such requests shall be made in writing

Licensee:

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Project Manager: *Becky Adams, Program Manager*

exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. LICENSEE shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor LICENSEE'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified therein.

- 4. Time of Performance.** The initial term of the LICENSE shall be from September 1, 2023 to June 30, 2027. CITY shall have the option to renew this Agreement for not more than ONE (1) TWO- (2-) year term, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

If LICENSEE remains in possession of the PREMISES after expiration of the two-year renewal term, absent the CITY's written consent or any contrary written LICENSE between the parties, such possession by LICENSEE shall be deemed a month-to-month LICENSE, terminable upon thirty (30) days written notice given at any time by either party to the other, and subject to all provisions of this LICENSE.

Notwithstanding anything herein contained to the contrary, the CITY shall have the right at any time during the term hereof to terminate this LICENSE for any reason whatsoever upon thirty (30) days' prior written notice to LICENSEE.

- 5. Premises.** CITY hereby grants a LICENSE to LICENSEE, and LICENSEE hereby accepts said LICENSE from CITY for the Operation of a Farm Animal Program at Forest Home Farms Historic Park pursuant to the terms and conditions hereinafter set forth, on the certain real property situated in the City of San Ramon called Forest Home Farms. This LICENSE applies specifically to the barn and pastures designated in the map attached hereto as **Exhibit A**, hereinafter referred to as "PREMISES." The barn is a wood frame structure that was built in the late 19th century. The pastures are intended for livestock grazing.

CITY makes no warranties and/or representations to LICENSEE concerning the suitability of the premises for grazing purposes.

LICENSEE'S use of the PREMISE is subject to:

- (1) Observation of and adherence to all policies, rules and regulations of CITY;
- (2) Acceptance by LICENSEE that this LICENSE does not bestow a property right, but is a privilege approved by the CITY for the benefit of both CITY and LICENSEE;
- (3) Acceptance by LICENSEE that the premises consist of public land and that cooperation of the LICENSEE and CITY is necessary to conserve the flora, fauna, and soil, water, air and aesthetic resources of the premises through appropriate land management;
- (4) Background check clearance including fingerprinting of LICENSEE by the San Ramon Police Department; and
- (5) Acceptance by LICENSEE that the premises may be used for other purposes and programs and agrees to share the premises when required by the CITY or to use specific areas of the premises during programs scheduled by the CITY.

Licensee:

Project: Operation of a Farm Animal Program at Forest Home Farms Historic Park

Project Manager: Becky Adams, Program Manager

LICENSEE is prohibited from making any alterations to the PREMISES without the prior written consent of the CITY.

- 6. General Use of Premises.** LICENSEE shall use the PREMISES for livestock boarding and grazing, operations normally associated with such boarding and grazing, herding classes, shearing demonstrations (including sales from shearing, such as sheep wool), related educational programs, and for no other purposes whatsoever without the prior written consent of the CITY.

LICENSEE may board animal(s) at the PREMISES as outlined and agreed upon in the Scope of Services. Additional animals may be boarded with written notice and approval by CITY. Equipment shall only be stored within the confines of the fenced area surrounding the barn located in the pasture. LICENSEE shall conduct all operations on the PREMISES in a responsible, safe, professional and environmentally conscious manner, and is responsible at all times for providing for the care, feeding, maintenance and containment of livestock on the PREMISES. Specific duties related to the care of animals are listed in Section 7 "Responsibilities of Licensee" below.

CITY reserves and retains for itself all waters and water rights appurtenant to the premises and the right to all water subject to appropriation and use thereon, including the right to develop, conserve, store and convey such water, and to remove, export or deliver such water from the PREMISES to locations elsewhere. LICENSEE shall use only water deemed necessary for the care taking and watering of livestock at the PREMISES. LICENSEE's use of water is by permission of the CITY, and shall not develop into a prescriptive right.

- 7. Responsibilities of Licensee.** LICENSEE agrees that all animals boarded on the PREMISES will be properly and humanely cared for. Any violation that constitutes animal cruelty will result in immediate termination of this LICENSE. LICENSEE will bear all costs associated with the care and feeding of the animals, including veterinary services. The following are requirements with respect to the animals' veterinary care:

- (1) A Certificate of Veterinary Inspection (CVI) by a State of California licensed Veterinarian;
- (2) Sheep and Rams, if any, six (6) months of age and over require a negative *B. ovis* test; and
- (3) Compliance with the California state requirement of the USDA Scrapie eradication program.

In addition, LICENSEE will:

- (1) Provide and make available with appropriate signage hand sanitizer to anyone coming in physical contact with an animal;
- (2) Control and dispose of animal waste products including used bedding, discarded feed, etc., in coordination with City staff at an onsite composting facility or by other disposal method in compliance with Title 14 California Code of Regulations **Section 17823.1. Animal Manure.**

- 8. Acceptance and Surrender of Premises.** By entering into this LICENSE, LICENSEE understands the historic nature of the property and accepts the PREMISES in their present "as is" condition.

Licensee:

Project: Operation of a Farm Animal Program at Forest Home Farms Historic Park

Project Manager: Becky Adams, Program Manager

9. Entry and Inspection. LICENSEE agrees on the last day of the term, if LICENSE is not renewed, or upon sooner termination of LICENSE, LICENSEE shall peaceably vacate and surrender the premises and the appurtenances thereon to CITY in the same condition as when received, with consideration to reasonable use, wear, or damage by fire, other natural disaster, and shall remove all personal property and livestock from the PREMISES.

CITY and its agents reserve full authority to enter onto the PREMISES at any time and without prior notice for inspection and to make any changes, repairs, and alterations that the CITY deems necessary for the protection of life, improvement, and preservation. LICENSEE will notify the CITY of any concerns they have about the condition of the PREMISES as soon as LICENSEE becomes aware of a concern.

10. Designated Representatives.

(1) CITY designates Program Manager, Becky Adams, or her designee as its representative in all matters under this Agreement.

(2) LICENSEE designates **Contact Title**, **Contact Name** as its Project Manager for this Agreement. LICENSEE may designate a different Project Manager only with prior written authorization from CITY.

11. Independent Contractor. LICENSEE is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of CITY. Services called for herein shall be deemed to be unique. LICENSEE shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of CITY.

12. Assignment and Subletting. Neither this LICENSE or any rights or interests hereunder shall be transferred by LICENSEE voluntarily or involuntarily, nor shall the PREMISES or any portion thereof be sublet, nor shall LICENSEE permit the use of the PREMISES or any part thereof by any third party other than LICENSEE's associates who will be assisting LICENSEE in the care and maintenance of the animals; and Volunteers assisting LICENSEE with animal care or related duties shall be the sole responsibility of LICENSEE and covered by LICENSEE'S insurance in case of accident or injury.

Volunteers registered and scheduled via the City Lights Volunteer program to assist with programs and events located at the PREMISES shall be administered and covered by the CITY.

Neither this LICENSE or any interest therein be assignable by action of law, including bankruptcy (voluntary or involuntary) and no sheriff, trustee, creditor, purchaser at any judicial sale, officer of any court, or receiver shall acquire the use or possession of said PREMISES or any part thereof, nor shall they acquire any rights under this LICENSE, unless the written consent of CITY is first obtained. LICENSEE may, however, upon first obtaining the written approval of the CITY, take pasturage livestock belonging to a third party or parties. No such consent by CITY under this section shall constitute a waiver or discharge of the provisions of this section except as to the specific instance covered by such consent.

13. Services for License. In exchange for CITY granting this LICENSE to LICENSEE, in lieu of fees, LICENSEE shall provide the CITY with the services described in Attachment B, "Scope of Services."

Licensee:

Project: Operation of a Farm Animal Program at Forest Home Farms Historic Park

Project Manager: Becky Adams, Program Manager

It is understood that LICENSEE may conduct herding classes for compensation and/or sell excess shearing product (such as wool) from the animals boarded at Forest Home Farm. Any revenues earned from these activities shall be retained by LICENSEE and used to offset the costs of providing services under this LICENSE. LICENSEE shall be solely responsible for participants involved in herding classes and shall include these activities under LICENSEE'S insurance policy.

LICENSEE shall submit annually, upon completion of the above services, a written financial statement or financial report showing that these services have been delivered.

14. Proprietary or Confidential Information. LICENSEE understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, LICENSEE may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

LICENSEE agrees that all confidential information disclosed to LICENSEE by CITY shall be held in confidence and used only in performance of this Agreement. LICENSEE shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

15. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the "Act"); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to LICENSEE'S Proposal or Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If LICENSEE believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. LICENSEE bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, LICENSEE agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

PLEASE INITIAL:

_____ LICENSEE has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) LICENSEE bears the burden of proving any claimed exemption under the Act, and (2) LICENSEE agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

16. Conflict of Interest. LICENSEE shall comply with CITY Resolution No. 2020-017, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements.

LICENSEE covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder LICENSEE'S performance of Services under this Agreement. LICENSEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor,

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without the written consent of CITY. LICENSEE agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If LICENSEE is or employs a former officer or employee of the CITY, LICENSEE and any such employee(s) shall comply with the provisions of California Government Code section 81008 pertaining to appearances before the City Council or any CITY department, board, commission or committee and adopted by CITY Council Resolution No. 2020-017.

17. Nondiscrimination. LICENSEE represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

18. Default. The occurrence of any or more of the following events shall constitute a default and breach of this LICENSE by LICENSEE:

- (1) The vacating or abandoning of the PREMISES by the LICENSEE.
- (2) The failure of the LICENSEE to provide the services outlined in Attachment B.
- (3) The failure by LICENSEE to observe and perform any of the covenants, conditions, or provisions of this LICENSE and where such failure shall continue for a period of fifteen (15) days after written notice by CITY to LICENSEE provided, however, that if the nature of LICENSEE'S default is such that fifteen (15) days are reasonably required for its cure. LICENSEE shall not be deemed to be in default if LICENSEE commences a cure within a fifteen (15) day period and thereafter diligently prosecutes such cure to completion and acceptance by CITY.

19. Remedies of Default. In the event of any such default or breach by LICENSEE described in Section 18, CITY may terminate this LICENSE prior to the expiration of the term, to be effective immediately with or without notice or demand, and without limiting CITY in the exercises of any other right or remedy which CITY may have at law or in equity by reason of such default, failure, breach or neglect.

20. Access and Maintenance of Property. LICENSEE will receive one (1) gate key. Additional keys may be requested by LICENSEE and issued upon approval of CITY. The key/s must not be transferred to anyone without the prior approval of CITY staff. LICENSEE agrees to keep the PREMISES neat and clear of debris. All trash needs to be removed and placed in trash receptacles and/or dumpster located on the Forest Home Farms site.

LICENSEE agrees that no individuals, other than authorized staff and volunteers, shall have access to the gated fields, pastures, or barn located on the PREMISES at any time except during scheduled tours and accompanied by LICENSEE or their staff.

21. Parking. LICENSEE agrees to park in areas and spaces designated by the CITY'S Forest Home Farms site supervisor. LICENSEE also agrees to insure that program participants park only in designated locations.

Licensee:

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Project Manager: *Becky Adams, Program Manager*

22. Outbreaks of Disease. LICENSEE shall immediately report to CITY and all proper governmental authorities any case of infectious disease appearing in livestock on the PREMISES, and shall, at LICENSEE's sole cost and expense, take all steps required to isolate, control, and eliminate any such disease. Livestock exhibiting symptoms of disease communicable to humans shall be immediately removed from the PREMISES.

23. Indemnification. LICENSEE agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of LICENSEE.

LICENSEE shall hold CITY harmless and defend any suit or other proceedings brought by LICENSEE'S employees, contractors, or agents, either against LICENSEE or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

24. Insurance. LICENSEE shall procure and maintain for the duration of the Agreement, 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 by LICENSEE, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included on LICENSEE'S bid.

A. Required Insurance. LICENSEE shall maintain, at all times, during the term of this Agreement and at LICENSEE'S sole cost and expense:

- i. **Comprehensive general** liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than two million dollars (\$2,000,000).
- ii. **Automobile liability** insurance using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than one million dollars (\$1,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- ii. **Workers' Compensation** insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by LICENSEE for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. LICENSEE shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's

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employees. This requirement may only be waived by CITY upon written verification that LICENSEE is a sole proprietor and does not and will not have employees during the term of this Agreement.

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

B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of LICENSEE; products and completed operations of LICENSEE; premise owned, occupied or used by LICENSEE; or automobile owned, leased, hired or borrowed by LICENSEE. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If LICENSEE submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, LICENSEE'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of LICENSEE'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents, or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement.
- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement).
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by LICENSEE for CITY.
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in

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- coverage or in limits except after thirty (30) days prior written notice has been given to CITY.
- viii. **Certificate Holder.** The certificate holder shall include CITY and sent to the address as indicated in Section 26 (Notices) of this Agreement.
- ix. **Interpretation.** All endorsements, certificates, forms, coverage, and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- C.** The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by LICENSEE pursuant to the contract. This coverage may also be provided on the LICENSEE's Pollution Liability policy.
- D. Verification of Coverage.** LICENSEE shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the LICENSEE's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. Subcontractors.** LICENSEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and LICENSEE shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
- F. Insurer's Qualifications.** All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.
- G. Excess Insurance.** If LICENSEE maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by LICENSEE.
- H. Waiver of Subrogation.** LICENSEE hereby grants to CITY a waiver of subrogation which any insurer may acquire against CITY, its officers, officials, employees, and volunteers, from LICENSEE by virtue of the payment of any loss. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the CITY has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the LICENSEE, its employees, agents, and subcontractors.

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- I. Special Risks or Circumstances.** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PLEASE INITIAL:

_____ LICENSEE has read and understands the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated in LICENSEE's proposal, and (2) that LICENSEE has confirmed that LICENSEE will obtain the required insurance coverages upon execution of the Agreement.

- 25. Termination on Notice.** CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to LICENSEE. Termination shall not extinguish any outstanding performance obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

- 26. Notices.** LICENSEE and CITY emergency home, office, cellular, and other telephone and pager numbers where they can be reached or where messages can be left are attached hereto as Exhibit B. Emergency situations will be reported immediately by LICENSEE to the CITY. The CITY shall require the LICENSEE to respond within a minimum of 24-hours and act upon said emergencies, messages and instructions.

If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

To CITY:

City of San Ramon

Attn: City Clerk

7000 Bollinger Canyon Road
San Ramon, CA 94583
cityclerk@sanramon.ca.gov

To LICENSEE:

Licensee

Attn: **Contact Name**

Contact Title

Address

Address

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 27. Commencement and Completion.** It shall be the sole responsibility of LICENSEE to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement.

- 28. Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

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29. Signatures and Counterparts. This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile, and scanned signatures shall be binding the same as originals.

30. Entire Agreement of Parties. This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by LICENSEE to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services. In the event of a conflict between the body of this Agreement and its Exhibit B, the terms of the body of this Agreement and Exhibit A shall govern.

Signatures intentionally omitted

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Attachment B – Scope of Services

The scope of services for this proposal shall be included as Exhibit A to the License Agreement and includes the setup and operation of a farm animal program to provide the following components:

1. Provide and board no less than 10 and no more than 40 ruminant animals such as sheep, alpaca, etc. and 2-4 chickens. Other acceptable farm animals, such as horses and ducks, may be considered for approval. LICENSEE will provide care for any existing chickens onsite at Forest Home Farms.
2. Provide opportunities for the viewing of farm animals during open farm hours (the farm is currently open Tuesday through Saturday 10:00 am – 4:00 pm).
3. Provide at minimum four (4) public demonstrations of the farmer/farm animal relationship such as: animal care, feeding, shoeing, plowing, herding, or other items pertaining to the nature of the farmer/farm animal relationship. These demonstrations will be planned at mutually agreeable times and will take place in conjunction with events that take place at Forest Home Farms.
4. Provide a minimum of 12 animal demonstrations/ tours each year at mutually agreeable times.
5. The services of shearing for at least one (1) annual event. If the shearer agrees, the public will be allowed to view the shearing process in conjunction with a [Animal] Shearing Day event.
6. A minimum of four (4) other education opportunities for visitors to Forest Home Farms included, but not limited to, classes, scout programs and herding clinics.
7. Allow animal(s) to graze in the Forest Home Farm fields or ensure the fields are kept mowed below 12 inches [As indicated on Map of the Premises]. If animal(s) are unable to graze the fields, LICENSEE must provide mowing service to ensure both pastures are maintained below 12 inches.

In addition to responsibilities referenced in the Agreement, the Licensee must be able to provide the following with respect to the animals:

1. Acquire and provide all food, care, and maintenance for the animals.
2. Provide all food, care, and maintenance for chickens onsite including cleaning the coop weekly, putting chickens back in the coop at night, and monitoring food and water.
3. Ensure that the animals meet current health requirements, including, but not limited to, the Interim Guidelines that have been developed by consultation between the American Veterinary Medical Association and the U.S. Centers for Disease Control and Prevention.

The LICENSEE must also be able to provide the following with respect to the facility:

1. Provide an operation that is of high quality.
2. Provide excellent customer service to patrons visiting the site.
3. Ensure that the site is safe and clean at all times and work cooperatively with city staff to coordinate facility maintenance needs.

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4. Manage and supervise site to provide environments that are safe and healthy for both visitors and animals and their interactions.

Abide by the Rules and Regulations for Use of City Facilities as written in this Agreement.

MAP OF THE PREMISES



Animal program allowed areas of use: 