



CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFP NO. 25-26-15

CITY OF VISALIA OPEN GROUND LAND LEASE

DESCRIPTION:

The City of Visalia is soliciting proposals from qualified individuals or entities to lease approximately 408 acres of City-owned open land. The property is located east of State Highway 99 and along State Highway 198 in the City of Visalia, County of Tulare, and is available under a long-term Ground Lease agreement. The selected lessee will be responsible for managing the Premises in a manner that preserves its condition, complies with all applicable laws, and aligns with the terms of the lease. The Premises includes all land and appurtenances unless otherwise specified. Booster pumps located on the site are excluded from the lease and remain the exclusive property of the City. This lease represents an opportunity for qualified parties to secure use of City-owned land under a mutually beneficial agreement.

PROPOSER CONFERENCE:

On Monday, March 16, 2026, an informational teleconference will be held beginning at 10:00 a.m. at the Visalia Reclamation Facility, 7579 Ave 288, Visalia, CA 93277. Interested proposers are encouraged to participate. This is a time to ask questions about the project work and contract requirements.

SUBMITTAL DEADLINE:

One (1) unbound original, four (4) copies, and one digital copy on USB must be received no later than: **1:00 p.m. on Thursday, April 2, 2026.**

SUBMITTAL INSTRUCTIONS:

<i>Addressed to:</i>	Purchasing Division 707 W. Acequia Avenue, Visalia, CA 93291
<i>From:</i>	Proposer's Name & Mailing Address
<i>Mark envelope:</i>	RFP No. 25-26-15 CITY OF VISALIA OPEN GROUND LAND LEASE

Emailed submittals will not be accepted. *Proposals received after the time and date stated above shall be returned unopened to the proposer.*

Please note that City office hours are Monday -Thursday 7:30am-5:00pm. We are Closed on Fridays and City recognized Holidays. Proposers shall not schedule delivery of proposals/submittals on Fridays as they will not be received when the office is closed. It is the responsibility of the Proposer to schedule deliveries during the City's open office hours.

INQUIRIES: Direct questions for clarification of this document to Purchasing Division (559) 713-4334, or email purchasing@visalia.gov. To prevent misinterpretation, the Purchasing Division requests that all questions regarding the scope of services be addressed in writing via email. Questions may be asked at any time prior to, but no later than **Monday, March 23, 2026.**



**CITY OF VISALIA, CALIFORNIA
REQUEST FOR PROPOSALS
RFP-25-26-15**

SEALED PROPOSALS will be received by the Visalia Purchasing Division until **1:00 P.M. on Thursday, April 2, 2026** for the City of Visalia's Open Ground Land Lease.

Ground Lease information and agreement documents may be obtained by calling (559) 713-4334, emailing your request to purchasing@visalia.gov or may be downloaded from registered users of BidNetDirect.

On Monday, March 16, 2026, an informational, non-mandatory proposal meeting will be held at 10:00 a.m. at the Visalia Reclamation Facility, 7579 Ave 288, Visalia, CA 93277. Interested proposers are encouraged to participate. This is a time to ask questions about the project work and contract requirements.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of age, race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates: 3/3/26 & 3/8/26

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Attachments which must be completed and submitted with proposal:

Non-Collusion Affidavit

Workers Compensation Insurance Certificate

Equal Employment Opportunity Compliance Certificate

Disclosure Forms

Americans with Disabilities Act Compliance Certificate

Drug-Free Workplace Certificate

Iran Contracting Act Compliance

Sample Ground Lease Agreement (do not submit with proposal; informational only)

Exhibit A – Map of Open Ground

I. DEFINITIONS

For the purposes of this RFP NO. 25-26-15 the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Lessee", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. 25-26-15

II. INTRODUCTION

A. Information

The City of Visalia is soliciting proposals from qualified and properly licensed agricultural operators to lease City-owned open ground for agricultural purposes. The Premises, as described in this RFP and accompanying exhibits, may be used for dry farming, subject to applicable water availability and land use conditions. The selected lessee will be responsible for all aspects of agricultural operations conducted on the Premises, including compliance with all applicable laws and regulations, adherence to lease terms, and maintaining the land in good and serviceable condition for the duration of the lease.

On Monday, March 16, 2026, an informational, non-mandatory proposal meeting will be held at 10:00 a.m. at the Visalia Reclamation Facility, 7579 Ave 288, Visalia, CA 93277. Interested proposers are encouraged to participate. This is a time to ask questions about the project work and contract requirements.

One (1) unbound original, four (4) copies and one (1) digital copy on USB Drive must be received no later than 1:00pm on Thursday, April 2, 2026. Proposals received after that date and time will be returned unopened to the proposer. Please note that City office hours are Monday-Thursday 7:30am-5:00pm. We are Closed on Fridays and City recognized Holidays. Proposers shall not schedule delivery of proposals/submittals on Fridays as they will not be received when the office is closed. It is the responsibility of the Proposer to schedule deliveries during the City's open office hours.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposals.

Direct questions for clarification of this document to Purchasing Division (559) 713-4334, or email purchasing@visalia.gov. To prevent misinterpretation, the Purchasing Division requests that all questions regarding the scope of services be addressed in writing via email. Questions may be asked at any time prior to, but no later than Monday, March 23, 2026.

Local Vendor Preference Points: In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local vendor preference policy. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address. 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months.

B. Background

Located in California's Central Valley between the metropolitan areas of Fresno and Bakersfield, the City of Visalia lies east of State Highway 99 and along State Highway 198. With a population of over 140,000 residents, Visalia

serves as a regional hub for agriculture and commerce. The City owns a parcel of open agricultural land within the City limits, consisting of approximately 408 acres, and as described in Exhibit A.

Historically, the property has been used for farming purposes under various management and lease arrangements. In keeping with the City's commitment to responsible management of public assets, the City is seeking to enter into a Ground Lease agreement with a qualified lessee for agricultural use of the property for dry farming. This RFP is intended to identify an experienced individual, business, or agricultural operation with the capacity to lease the land and operate it in a manner consistent with the City's standards for land stewardship, compliance with applicable laws, and preservation of soil and water resources. The resulting Ground Lease will clearly define the terms and conditions of use, including requirements for maintenance, insurance, irrigation arrangements, payment structure, and compliance with all applicable regulations and lease provisions.

C. Purpose, Objective and Services to be Provided.

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified farmers, agricultural operators, or related entities interested in entering into a Ground Lease agreement with the City of Visalia for the agricultural use of approximately 408 acres of City-owned open ground. This RFP is intended to ensure a fair and competitive process for the lease of public agricultural property, with the goal of securing a responsible lessee who will operate the land for farming purposes—such as dry farming or other permissible agricultural practices—and maintain it in accordance with City standards, applicable regulations, and the terms of the lease.

Objectives

The objective of this RFP is to establish a mutually beneficial lease agreement that supports the productive, sustainable, and legally compliant use of the City's agricultural land asset. The City seeks to:

- Ensure the land is actively managed for agricultural purposes and maintained in good condition.
- Promote agricultural practices that preserve soil health and use water resources responsibly.
- Generate revenue or other tangible public benefits through the lease of the property.
- Safeguard public interests by ensuring lessee compliance with all legal, environmental, and operational obligations.
- Maintain a transparent, equitable leasing process in alignment with municipal policies and procedures.

Services to Be Provided by Lessee

The selected lessee shall be responsible for the following:

1. **Agricultural Use and Operations** – Utilize the property for permissible agricultural purposes such as dry farming, row crops, or other lawful crop production, consistent with City land use regulations and the terms of the lease. The City will not allow irrigation of this property.
2. **Property Maintenance** – Maintain the premises in good agricultural condition, including weed abatement, soil management, erosion prevention, and removal of waste or debris. The property must remain free from hazardous conditions, illegal activities, or misuse at all times. In addition, the lessee is required to implement and maintain effective dust mitigation and weed control measures throughout the term of the lease, in accordance with applicable laws and to the satisfaction of the City.
3. **Irrigation and Water Management** – Irrigation of the property is strictly prohibited. The lessee shall not install, operate, or maintain any irrigation systems or engage in any irrigation activities. All water use for agricultural or landscaping purposes must be conducted without irrigation, and no modifications to existing water infrastructure are permitted.
4. **Environmental Stewardship** – Implement best management practices to protect soil health, conserve resources, and minimize runoff, in compliance with all environmental laws and regulations.
5. **Repairs and Improvements** – Provide and fund any routine maintenance, improvements, or repairs permitted by the lease, ensuring compliance with City approval requirements where applicable.
6. **Compliance with Laws** – Adhere to all applicable federal, state, and local laws, ordinances, zoning regulations, labor laws, and agricultural codes, including obtaining and maintaining all required licenses, permits, and certifications for operations on the property.
7. **Insurance** – Secure and maintain insurance coverage appropriate to the proposed operations, naming the City of Visalia as an additional insured, and maintain coverage for the duration of the lease.

8. **Rent and Financial Obligations** – Pay rent and any other applicable fees in the manner and schedule specified in the lease agreement (e.g., monthly or annually).
9. **Access for City Oversight** – Allow reasonable access to the property by City staff for inspection or other municipal purposes, with prior notice. Maintain open communication with the City and coordinate on inspections, reporting, and operational updates.
10. **Restrictions on Assignment** – The lessee shall refrain from subleasing, transferring, or assigning the lease without prior written consent from the City, unless otherwise allowed under the lease agreement.

D. RFP/Agreement Schedule

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public.....	2/25/2026
Proposer Conference, 10:00am at 7579 Ave. 288, Visalia, CA.....	3/16/2026
Questions Deadline	3/23/2026
RFP due at 1:00 pm at 707 W Acequia	4/2/2026
<i>Short list established and Lessees notified.....</i>	<i>tbd</i>
<i>Interviews/Presentations with short-listed Lessees (if required).....</i>	<i>tbd</i>
<i>Award of Lease Agreement @ City Council Meeting</i>	<i>tbd</i>
<i>Lease Begins</i>	<i>tbd</i>

Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.

III. SCOPE OF SERVICES

A. Services of the Lessee

The selected lessee shall be responsible for the lawful use, general upkeep, and long-term maintenance of approximately 408 acres of City-owned open land (the "Premises"), as described in Exhibit A. The lease shall define the permitted uses, the lessee's responsibilities, and required performance standards. The lessee will assume full responsibility for the condition, operation, and authorized agricultural use of the Premises during the lease term. Permitted activities may include dry farming, row crops, or other agricultural operations consistent with applicable zoning, environmental standards, and City ordinances. The lessee must maintain the property in a condition acceptable to the City, employing best management practices to preserve soil health, prevent erosion, and comply with all environmental regulations.

The lessee will be responsible for:

1. Conducting agricultural operations in compliance with all applicable laws, permits, and lease provisions.
2. Maintaining the land, fences, gates, roads, and other site infrastructure in good condition.
3. Prohibiting dumping, trespassing, and illegal activities; restoring and cleaning up land in the event of dumping, trespassing, illegal activities, etc.
4. Water Use and Farming Practices – Only dry farming practices are permitted on the property. The use of irrigation systems or any form of artificial watering is strictly prohibited. The lessee shall manage all agricultural activities in compliance with water availability limitations established by the City, including adherence to Sustainable Groundwater Management Act (SGMA) requirements and any applicable groundwater management regulations.
5. Funding and performing routine maintenance and repairs, with prior City approval for new improvements or modifications.
6. Providing required insurance, permits, and licenses.
7. Timely payment of rent and any other financial obligations.
8. Coordinating with the City on inspections, reporting, and compliance matters.

The City will retain reasonable access for inspection and oversight, as well as pay property taxes and designate a City representative to serve as the liaison for lease matters.

Deliverables

The lessee shall provide, at minimum, the following:

1. **Executed Lease Agreement** – Completion and return of a fully executed Ground Lease within the timeframe specified by the City.
2. **Use Plan (if applicable)** – A brief written summary describing proposed agricultural use, including planned crops, and any improvements or modifications, consistent with zoning and land use restrictions.
3. **Maintenance and Site Management** –
 - o Weed and vegetation control per fire code and local ordinances.
 - o Dust control measures in accordance with air quality regulations and local ordinances.
 - o Signage or other measures to Prevent illegal dumping, illegal activities, and trespassing as Lessee is responsible for any clean-up or remedy for damages of illegal dumping, trespassing or illegal activities.
 - o General land stewardship to preserve site condition and appearance.
 - o Maintenance of fences, gates, roads, and related infrastructure.
 - o Repair of damage caused by lessee operations.
 - o Supply of all labor, tools, and materials necessary for upkeep.
 - o Prior City approval for new improvements or modifications.
 - o Written City authorization for major infrastructure repairs exceeding \$7,500.
 - o Emergency repairs by City (due to lessee neglect) may be performed and costs added to lease
 - o Annual Infrastructure Condition Report with repair notes.
4. **Insurance Documentation** –
 - o Maintain all required insurance (e.g., general liability, workers' compensation) naming the City as an additional insured, including, but not limited to:
 1. Workers' Compensation insurance as required by California statutes.
 2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
 3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
 4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
 - o Submit certificates of insurance annually and upon renewal.
 - o Indemnify the City against claims arising from operations.
 - o Provide incident reports within 5 business days of any injury, accident, or claim.
5. **Payment of Rent and Seasonal Use** – Lessee shall ensure timely payment of rent as specified in the lease (annually or monthly). While farming activity may vary seasonally, including limited or no cultivation during summer months due to lack of water, the lessee remains responsible for all required site maintenance and compliance obligations year-round. The City may consider rent adjustments or waivers for inactive farming periods; however, the lessee retains exclusive possession of the property during the lease term and is therefore accountable for ensuring the property is properly maintained and not left unattended or unmanaged.
6. **Compliance with Laws and Regulations** –
 - o Obtain and maintain all required agricultural licenses, permits, and certifications.
 - o Comply with zoning, environmental, SGMA groundwater management, pesticide use, and labor laws.
 - o Comply with all applicable Air Board requirements, including obtaining necessary permits and fulfilling monitoring and reporting obligations.
 - o Provide copies of permits and licenses at lease commencement and upon renewal or change.
 - o Provide written confirmation of compliance upon City request.
7. **Reporting Requirements (if requested)** – Annual operational summaries, water usage reports, or other documentation as needed to verify compliance.
8. **End-of-Term Condition Report** – Written report on the property's condition upon lease expiration or termination; premises must be returned in clean, acceptable condition, subject to City inspection.
9. **City Access and Oversight** –
 - o Allow City access for inspections.
 - o Cooperate with administrative and oversight efforts.
 - o Facilitate up to two scheduled site visits per year.

- o Provide written responses to City inspection findings requiring corrective action.

B. City Responsibilities

1. Payment of property taxes
2. Provide a "City Representative" who will represent the City and who will work with the lessee in carrying out the provisions of the RFP. The Lessee shall communicate with the City representative who will provide the following services:
 - Examine documents submitted to the City by the Lessee and timely render decisions pertaining thereto.
 - Give reasonably prompt consideration to all matters submitted by the Lessee for approval to the end that there will be no substantial delays in the Lessee's program of work.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Firm name, address, telephone number and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, and email address if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
 - a. Small Business.
 - b. Disadvantaged Business.
 - c. Minority and/or Women-Owned Business.
- Provide your Federal Tax ID Number and City of Visalia Business Tax Certificate Number.
- Names of company's owners / officers.
- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- References and Referrals
- Completed and signed forms included with this RFP.

B. Proposed Program Approach

Summarize your approach and understanding of the program and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of the project.

This section shall outline the proposed approach to the project. This approach or scope of work shall consist of:

- Objective(s)
- Task(s) and brief description
- Work products
- Meeting(s)

Exceptions to the requirements of the RFP should be clearly delineated in this section.

While the City believes this RFP provides the necessary direction for the Lessee to provide a proposal to complete the services, the City understands that there may be additional items the Lessee may discover during the development of their proposal. The Lessee is encouraged to include/address any items that they feel the City has omitted in error or that should be included as part of the services to complete this project. All proposers may include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract. Note: Lessee may not substitute any member of the project team without prior written approval of the City.

2. Related Experience

Include descriptive information concerning the experience of the firm. Include information about previous work that might be comparable, including the size, type, and scope of services provided. In addition, provide references for the three (3) most comparable services and/or related work for which your firm has provided, or currently is providing.

List the work in reverse chronological order and provide the following information for each project:

Indicate for each of these projects:

- Name of work/project
- Location
- Brief description (type of farming operation performed)
- Name of owner
- Name of owner's contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner)
- Your firm's specific involvement (i.e., Owner, Lessee, sublessee, etc.)
- The proposed cost vs. actual cost
- Status of completion

D. Proposed Fee Structure

The Proposed Lease Payment Structure shall be submitted as part of the RFP submittal.

Respondents shall provide the proposed lease payment terms to the City in the format outlined below:

- Clearly state the proposed lease payment amount, including payment frequency (e.g., monthly, quarterly, or annually).
- Identify any proposed rent adjustments for seasonal or inactive farming periods, if applicable.
- While no farming activity may occur during certain times of the year (e.g., summer), the proposer will be expected to maintain the property year-round.
- Note that this is not a service contract, and proposers are not to include any charges for services rendered. The proposal should reflect the payment the proposer will make to the City for the right to lease and occupy the property.

The lease payment proposal along with the proposed approach to property use and maintenance, will form the basis for any lease negotiations. Final lease terms may be adjusted to meet the City's operational and property management needs. Considerations for Consumer Price Index (CPI) annual increases should be factored into the proposed lease payment structure.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

V. LESSEE SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Vendors in response to the Request for Proposals and any subsequent interviews that may be conducted. *Lessee interviews will be held solely at the option and discretion of the City of Visalia.* The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of three or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Determine which, if any, alternates will be selected, and negotiate a fee
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and may include a representative knowledgeable in farming or land management. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a firm based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria and Weight of Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a firm to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms. Additionally, 5 percentage points (Local Preference Points) will be given to any Proposer who has an established business address in the County of Tulare as outlined in Section II Introduction Item A.

Criteria	Explanation	Weight
Experience and Qualifications	Demonstrated experience in leasing or managing open land, including the qualifications of key personnel and proven ability to operate in compliance with applicable laws, ordinances, and regulations.	35
Proposed Use and Management Plan	Feasibility, clarity, and thoroughness of the proposed plan for use, maintenance, and stewardship of the Premises, including operational strategies, site management, and adherence to lease terms.	30
Financial Proposal	Competitiveness and reasonableness of proposed rent, payment structure, and overall financial benefit to the City.	25

Coordination and Communication	Plan for coordinating with City staff, submitting reports, and maintaining open lines of communication.	5
Local Vendor Preference	Preference with a business address in Tulare County for the past 6 months as described in Section II. Introduction	5
Total Points Possible		100

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to Lessee prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposers must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. Rejection of Proposals

The City of Visalia reserves the right to reject any or all proposals; to waive any requirements, both the City's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer's past performance and the City's assurance that each proposer will provide service as proposal, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or; the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's proposal submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made solely in the exercise of the City's sound discretion. The City expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses or other moneys due to the City of Visalia.

C. Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. The City reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

The award, if made, will be made within ninety (90) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
2. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
3. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its Lessees, subcontractor, anyone directly or indirectly employed by any of them, or anyone

for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

4. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
5. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

VII. MEASUREMENT AND PAYMENT

A. Billing and Payments

The lessee is responsible for timely payment of all lease amounts as specified in the lease agreement. No services are being provided or billed to the City under this agreement. The lessee shall not submit invoices to the City for any reason and shall instead remit payment according to the terms and schedule established in the final lease.

Failure to make timely lease payments may result in penalties, interest, or lease termination, as defined in the lease agreement.

B. City's Right to Withhold Certain Amounts

If the lessee fails to perform any obligations under the lease — including but not limited to maintenance, weed and dust control, or other site responsibilities — the City reserves the right to:

- Withhold any applicable credits or reimbursements otherwise due to the lessee (if any), or
- Offset the cost of completing such obligations against future payments due from the lessee, or
- Pursue any remedies available under the lease, including default or termination.

The City shall determine the amount necessary to cover unperformed or deficient obligations, and such determination shall be binding unless otherwise agreed to in writing.

VIII. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addenda were issued and to make such addenda a part of the proposal.

B. Legal Responsibilities

1. All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Lessee certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations.

C. Permits and Licenses

1. Business License Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation or if your business is located outside of city limits. *However, Contractor will be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. Professional License

Lessee is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration, if required for commencing work, and be licensed to perform work in the State of California.

3. Permits

Lessee shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

D. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, VENDOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of Vendor's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.

CITY agrees to indemnify and hold harmless VENDOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, VENDOR agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Vendor's (or Vendor's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

Without limiting CITY's right to indemnification, it is agreed that VENDOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers' Compensation insurance as required by California statutes.
- Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
- Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
- Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City of Visalia, Purchasing Division, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given"

In addition, the Commercial general liability policy required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should Lessee cease to have insurance as required during any time, all work by Lessee pursuant to this agreement shall cease until insurance acceptable to the City is provided.

In addition to any other remedies CITY may have if LESSEE fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
2. Order LESSEE to stop work under this Agreement and/or withhold any payment(s) which become due to LESSEE hereunder until LESSEE demonstrates compliance with the requirements hereof; or
3. Terminate this Agreement.

E. Assignment of Contract

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

F. Documents/Data

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications (if any), prepared by LESSEE pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from LESSEE will be at CITY's sole risk and without liability to LESSEE. Further, any and all liability arising out of changes made to LESSEE's deliverables under this Agreement by CITY or persons other than LESSEE is waived as against LESSEE, and the CITY assumes full responsibility for such changes unless the CITY has given LESSEE prior notice and has received from LESSEE written consent for such changes.

G. Termination of Contract

The nature of this contract requires that the City and the Lessee must work closely as a mutually supporting team without conflict in recognition that the Lessee will be managing a real property asset. The proposed lease includes a sample clause for termination for cause. Separately City will have the right to terminate the lease on 180 days written notice if the City requires the use of the Property for a municipal purpose.

H. Right to Require Performance

No delay or failure by the City to require strict performance by Lessee of any term, condition, or covenant of this Lease shall operate as, or be construed to be, a waiver of any such term, condition, or covenant, nor shall any single or partial exercise by the City of any right or remedy hereunder preclude any other or future exercise of such right or remedy by the City. No waiver by the City shall be effective unless in a writing expressly stating it is a waiver and signed by the City. Any such waiver shall apply only to the specific instance described and shall not constitute a continuing waiver or a waiver of any succeeding breach or any other provision of this Lease

I. Ethics in Public Contracting

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Lessee may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

J. Independent Contractor

In the performance of the services herein provided for, the Lessee shall be, and is, an independent contractor and is not an agent or employee of the CITY. The Lessee has and shall retain the right to exercise full control and supervision of all persons assisting the Lessee in the performance of said services hereunder. The Lessee shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

K. Equal Employment Opportunity

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

L. Venue

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

M. Proprietary Information

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposer's will be made available to proposer's after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposer's who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

N. Incurring Costs

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

O. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

NON-COLLUSION AFFIDAVIT

TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done: RFP No. 25-26-15 City of Visalia's Open Ground Land Lease

Proposer's Name: _____

Signature of Proposer: _____

Title: _____

Business Address: _____

Place of Residence: _____

State of California

County of _____

On this _____ day of _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

[illegible]

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

City of Visalia's Open Ground Land Lease
RFP NO. 25-26-15
Page 19 of 36

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
6. The vendor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Lessee/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Name of Bidder/Proposer/Contractor/Lessee/Vendor/Supplier or Company

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?
YES: _____ NO: _____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Print or Type Name of Bidder/Proposer/Contractor/Lessee/Supplier/Vendor/Company

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☐ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: _____

Title: _____ Agency Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

(SAMPLE)

GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this ____ day of _____, 2025 by and between the City of Visalia, a Charter Law City organized under its Charter and the Constitution and laws of the State of California, hereinafter referred to as LESSOR, and _____, hereinafter referred to as LESSEE. For and in consideration of the payment of rent, taxes and other charges and of performance of the covenants and conditions hereinafter set forth, the receipt of which is hereby acknowledged, the parties agree as follows:

1. PREMISES

LESSOR is the owner of a parcel of land located in the City of Visalia, County of Tulare, State of California, more particularly described in Exhibit A annexed hereto and incorporated herein by reference (the "Premises"). As of the time of this lease agreement, Premises consists of 408 acres. Except as expressly provided to the contrary in this Agreement, reference to "Premises" is to the described land plus any described appurtenances, including any improvements now or hereafter located on the Premises, with the exception of the booster pumps located on the Premises, without regard to whether ownership of the improvements is in the LESSOR or in the LESSEE. The booster pumps shall remain the exclusive property and for the exclusive use of LESSOR at all times and are not included in this Ground Lease Agreement.

2. RESERVATION OF MINERAL RIGHTS TO LESSOR

All oil, gas, and mineral rights are expressly reserved from this Ground Lease Agreement.

3. USE OF PREMISES

LESSEE shall use said Premises for the purpose of growing those agricultural crops approved by the City Council and for no other purpose without the prior written consent of LESSOR. No animals of any kind may be brought onto the Premises. LESSEE shall conform to all Federal, State and Local rules and regulations. LESSOR does not warrant or guarantee that the Premises are fit for LESSEE's use hereunder.

4. TERM

The TERM of this Ground Lease Agreement shall be for a period of 1 year, commencing on _____, 2025 and ending _____, 2026 unless sooner terminated as provided for herein. The lease for all or a portion of the property can be extended in 1 year increments upon mutual agreement for up to a maximum term of five (5) years.

5. RENT

- a. LESSEE shall pay Lease payment to LESSOR in the amount of _____ dollars (\$X.XX) **per acre rate (or rental rate)** for each and every Lease term, due and payable on or before the last day of the second Month of the Lease term. Payment for the initial Lease term in the amount of \$_____ is due on or before _____, 2025.
- b. In the event LESSEE is delinquent in remitting the rent by the tenth (10th) day following the date due, throughout the entire Lease term, then the rent not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.
- c. Annual Rent Adjustment. Beginning on the first anniversary of the Commencement Date, and on each anniversary thereafter during the Lease term, the LESSOR (City) shall have the right to increase the per-acre rental rate. The annual adjustment shall be calculated based on the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S.

City Average, All Items (1982–84=100), as published by the U.S. Bureau of Labor Statistics, comparing the most recently published index available at the time of adjustment with the index published for the same month in the preceding year.

If the CPI-U is discontinued or substantially modified, the parties shall substitute a comparable index published by a governmental agency. In no event shall the adjusted rent be less than the rent payable during the immediately preceding Lease year. LESSOR shall provide written notice of any rent adjustment at least thirty (30) days prior to the effective date of such adjustment.

6. TAXES AND ASSESSMENTS; "PUBLIC CHARGES"

- a. Obligation of LESSEE - From and after the execution date of this Ground Lease Agreement, LESSEE shall be responsible for the payment of all assessments, fees, and other governmental or regulatory charges, general and special, ordinary and extraordinary, of any kind or nature whatsoever, applicable to LESSEE's possessory interest in the leased premises and any improvements thereon, including but not limited to charges for public improvements, utility services, dust or weed abatement, or compliance-related costs. This obligation is in accordance with California Revenue and Taxation Code Section 107.6.

The City shall be responsible for the payment of real property taxes assessed on the underlying land. However, the LESSEE shall be solely responsible for any taxes or charges levied on LESSEE's possessory interest, improvements, or operations conducted on the Premises, which may include possessory interest tax or assessments arising from LESSEE's use of the land.

All such charges to be paid by LESSEE under this section are collectively referred to as "public charges." Notwithstanding the foregoing, if any such public charges are by law payable in installments, LESSEE may elect to make such payments in accordance with the installment schedule, provided such payments are made before any penalties or interest are incurred.

In the event that any public charge relates to a fiscal period extending beyond the expiration or termination of this Ground Lease Agreement, such charge shall be apportioned between the City and LESSEE based on the portion of the fiscal period falling within the term of this Agreement.

- b. Time of Payment - All payments to be made by LESSEE pursuant to the provisions hereof shall be made before any fine, penalty, interest or cost may be added thereto for the non-payment thereof; and the LESSEE shall furnish LESSOR within sixty (60) days after the dates when the same are payable as herein provided with official receipts or other evidence satisfactory to LESSOR that such public charges or excise on rents or other tax or assessments in lieu thereof as aforesaid has to the extent of the aforesaid, been paid.
- c. Contest - LESSEE may contest the legal validity or amount of any public charges for which LESSEE is responsible under this Ground Lease Agreement and may institute such proceedings as LESSEE considers necessary. If LESSEE contests any such public charges, LESSEE may withhold or defer payment or pay under protest but shall protect LESSOR and the Premises from any lien by adequate surety bond or other appropriate security.

- d. Exclusions - LESSEE's obligation to pay public charges levied or charged against said possessory estate or buildings or improvements or against specified personal property, shall not include the following whatever they may be called: business income or profit taxes levied or assessed against LESSOR by federal, state or other governmental agencies; estate, succession, inheritance, or transfer tax of LESSOR; or corporation, franchise, or profit taxes imposed on any owner of the fee title of the Premises.
- e. Evidence of Payment - The certificate, advise, or bill of the appropriate official designated by law to make or issue the same to receive payment of any such public charge shall be prima facie evidence that such public charge is due and unpaid at the time of the making or issuance of such certificate, advise, or bill; and the written receipt of such official shall be prima facie evidence that the public charge therein described has been paid. LESSEE shall authorize and instruct the assessing authority to forward to LESSEE all bills covering such paid public charge.

7. BUSINESS LICENSE

Possession of a City of Visalia Business License is required prior to commencement of work. LESSEE shall maintain a valid City of Visalia Business License throughout the term of this agreement.

8. ACCESS RIGHTS

- a. LESSOR reserves the right to enter upon any portion of the leased Premises at any time during the Ground Lease Agreement term to inspect the same and to exercise any function that might arise concerning the operation of the property and to access Lessor's booster pumps. LESSEE shall provide the Project Manager with a key(s) to any lock that LESSEE places on any gate(s) restricting access to the Premises.
- b. LESSEE, LESSEE's employees, agent and subcontractors shall have unrestricted access to the Premises without notice to LESSOR twenty-four (24) hours a day, seven (7) days a week.

9. INTERFERENCE

LESSEE shall operate in a manner that will not cause interference to LESSOR and other lessees. All operations by the LESSEE shall be in compliance with all Federal, State and local laws.

LESSEE shall not permit itself, its employees, agents, subcontractors or licensees to operate or use the Property if such use is likely to cause interference with LESSOR's operations. Such interference(s) shall be deemed a material breach by LESSOR. In the event interference occurs, LESSEE agrees to take all reasonable steps necessary to eliminate such interference forthwith.

10. UTILITIES

LESSEE shall be responsible for all utility charges. Any easement necessary for such power or other utilities will be at a location acceptable to LESSOR and the servicing utility company.

11. PUMPS and WATER

LESSEE acknowledges and accepts that all well pumps on site are currently inoperable and that booster pumps on site have been excluded from this Agreement for use by LESSOR, not LESSEE. LESSEE acknowledges that this Ground Lease Agreement does not require LESSOR to take any action in repairing or replacing the well pumps. LESSEE acknowledges that LESSOR assumes no responsibility for providing, delivering, or making irrigation water available for use on Premises.

12. RECLAIMED WATER

LESSEE acknowledges that LESSOR assumes no responsibility for providing, delivering, or making recycled water available for use on premises. Nonetheless, LESSOR may, at its sole and complete discretion, provide reclaimed water to be used on the PREMISES when available, at a rate determined by LESSOR, and subject to Paragraph 34 below. Said water shall be delivered to site piping at the request of Lessee. LESSEE has no obligation to utilize reclaimed water. LESSEE agrees to hold LESSOR harmless for any damage caused by the use of reclaimed water by Lessee. If expressly authorized in writing by LESSOR, reclaimed water may be used by LESSEE for limited non-irrigation purposes, such as dust control, and only in full compliance with all applicable federal, state, and local laws and regulations. LESSOR reserves the right to terminate delivery of reclaimed water to LESSEE if LESSEE fails to comply with applicable recycled water regulations.

13. MODIFICATIONS

It is further agreed by and between the parties hereto that any alterations, modifications, or additions on the leasehold Premises by LESSEE can only be instituted by first obtaining the written approval of LESSOR of the plans, locations and specifications of said change. LESSEE agrees to provide LESSOR one set of "as built" plans for said changes within 60 days of completion. No leasehold encumbrance or deed of trust shall be permitted as a result of LESSEE's actions on the leasehold Premises.

14. SIGNS

LESSEE agrees that it will not paint or erect any signs on the Premises unless such signs are first approved in writing by the LESSOR. Any signs located on the Premises shall be in compliance with the City of Visalia's sign and zoning ordinances as the same shall be in effect from time to time.

15. APPEARANCE

LESSEE shall maintain their facilities to the reasonable satisfaction of the LESSOR and in such a manner that said facilities will be neat and well kept in appearance.

16. LESSOR'S MAINTENANCE

LESSOR shall have no obligation for any maintenance on Premises.

17. LESSEE'S MAINTENANCE

LESSEE shall be responsible for the shredding and tilting of cotton stalks and other agricultural stubble during the term of the Ground Lease Agreement including those stalks and stubble from the final crop of the lease term of said Ground Lease Agreement, and in accordance with applicable State and County of Tulare statutes, ordinances and regulations. LESSEE agrees that no burning of stubble or any other such matter shall take place on premises during said Ground Lease Agreement term.

18. CONDEMNATION

LESSOR shall also have the right to terminate this Lease as of the date of condemnation of the Property. If the Premises are taken under any right of condemnation, LESSEE shall not be entitled to any and all awards of payment made in the condemnation proceedings in respect to any damage to LESSEE's leasehold interests in the Premises and the improvements thereon.

19. INSURANCE - LIABILITY

Throughout the term, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept in force, for the mutual benefit of LESSOR and LESSEE, comprehensive broad form general public liability insurance against claims and liability for personal Injury, death, or property damage arising from the use,

occupancy, disuse, or condition of the Premises, improvements, or adjoining areas or ways, providing protection for bodily injury or death to anyone person, at least \$1,000,000 for anyone accident or occurrence, and at least \$1,000,000 for property damage. Also throughout the Ground Lease Agreement terms, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept in force, workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000 per accident.

20. INSURANCE - GENERAL REQUIREMENTS

All insurance required by express provision of this Ground Lease Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence of LESSOR that might otherwise result in a forfeiture of the insurance, (2) the insurer waives the right of subrogation against LESSOR and against LESSOR's agents and representatives, (3) the policies are primary and noncontributing with any insurance that may be carried by LESSOR, and (4) they cannot be canceled or materially changed except after 30 days' notice by the insurer to LESSOR or LESSOR's designated representative. (5) LESSOR shall be named an additional insured. LESSEE shall furnish LESSOR with binders representing all insurance required by this Ground Lease Agreement. LESSEE may effect for its own account any insurance not required under this Ground Lease Agreement. LESSEE may provide by blanket insurance covering the Premises and any other location or locations any insurance required or permitted under this Ground Lease Agreement provided it is acceptable to all mortgages. LESSEE shall deliver to LESSOR, in the manner required for notices, copies or certificates of all insurance policies required by this Ground Lease Agreement, together with evidence satisfactory to LESSOR of payment required for procurement and maintenance of the policy, within the following limits:

- a. For insurance required at the commencement of this Ground Lease Agreement, within 30 days after the execution of this Ground Lease Agreement;
- b. For insurance becoming required at a later date, at least 15 days before the requirement takes effect, or as soon thereafter as the requirement, if new, takes effect.
- c. For any renewal or replacement of a policy already in existence, at least 30 days before expiration or other termination of the existing policy.

If LESSEE fails or refuses to procure or to maintain insurance as required by this Ground Lease Agreement or fails or refuses to furnish LESSOR with required proof that the insurance has been procured and is in force and paid for, LESSOR shall have the right at LESSOR's election and on 5 day notice, to procure and maintain such insurance. The premiums paid LESSOR shall be treated as added rent due from LESSEE with interest at the rate of 18 percent per year, to be paid on the first day of the month following the date on which the premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

21. INDEMNIFICATION

LESSEE hereby agrees to and shall protect, indemnify, and hold harmless the LESSOR and all officers, agents, representatives, and employees thereof from any and all liability, claims, or damages of whatsoever kind or character, including attorneys' fees and costs of all types incurred in defense of any of the said parties from said claims or liability, because of or arising out of, directly or indirectly, the acts or omissions of the LESSEE, LESSEE's independent contractors, employees, representatives, agents and

invitees, and the passive or active negligent acts or omissions of the LESSOR or its officers, agents, representatives, and employees while acting within the scope of their duties regarding work to be performed pursuant to this Ground Lease Agreement. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims, or liability. This agreement shall be binding upon the LESSEE whether or not there are any allegations of fault, negligence, or liability of the indemnities hereunder.

22. DEFINITION OF DEFAULT BY LESSEE

Each of the following events shall be a default by LESSEE and a breach of this Ground Lease Agreement.

- a. Abandonment or surrender of the Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Ground Lease Agreement to be paid by LESSEE, including but not limited to the Public Charges set forth herein, or to perform as required or conditioned by any other covenant or condition of this Ground Lease Agreement.
- b. The subjection of any right or interest of LESSEE to attachment, execution, or other levy, or to seizure under legal process, if not released within 10 days provided that the foreclosure of any mortgage permitted by provisions of this Ground Lease Agreement relating to purchase or construction improvements shall be construed as a default within the meaning of this paragraph.
- c. The appointment of a receiver to take possession of the Premises, or improvements, or of LESSEE's interest in the Leasehold estate, or of LESSEE's operation on the Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (1) pursuant to administration of the estate or any deceased or incompetent LESSEE, or (2) instituted by LESSOR, the event of default being not the appointment of a receiver at LESSOR's instance, but the event justifying the receivership, if any.
- d. An assignment by LESSEE for the benefit of creditors or the filing of a voluntary or involuntary petition by or against LESSEE under any law for the purpose for adjudication of LESSEE's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudication, custody, and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within 30 days after the assignment, filing or other initial event.
- e. Failure to maintain said Premises as required pursuant to the terms of the Ground Lease Agreement.
- f. Failure to provide insurance binders/certificates pursuant to paragraphs 19 and 20.

23. NOTICE OF DEFAULT

As a precondition to pursuing any remedy for an alleged default other than a failure to provide adequate insurance as described in paragraphs 19 and 20, by LESSEE, LESSOR shall, before pursuing any remedy, give notice of default to LESSEE and to all qualifying subtenants whose names and addresses were previously given to LESSOR in a notice or notices from LESSEE. A qualifying subtenant is a subtenant in possession under an existing sublease which is proper under this Ground Lease Agreement. If the

alleged default is nonpayment of rent, taxes, or other sums to be paid by LESSEE as provided in the paragraph on rent, or elsewhere in this Ground Lease Agreement directed to be paid as rent, LESSEE shall have 10 days after notice is given to cure the default. For the cure of any other default, LESSEE shall act promptly and diligently after the notice commence to cure the default and shall have 10 days after notice is given to complete the cure plus any additional period that LESSOR agrees is reasonably required for the curing of the default. After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of emergency, LESSOR may at LESSOR's election, but is not obligated to, make any payment required of LESSEE under this Ground Lease Agreement or perform or comply with any covenant or condition imposed on LESSEE under this Ground Lease Agreement and the amount so paid, plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of 12% per year from the date of payment, performance, or compliance (herein called "Act") , shall be deemed to be additional rent payable by LESSEE within 30 days following the giving of notice of the Act. No such Act shall constitute a waiver of default or of any remedy for default or render LESSOR liable for any loss or damage resulting from any such Act.

24. REMEDIES IN THE EVENT OF DEFAULT

If any default by LESSEE shall continue uncured, following notice of default as required by this Ground Lease Agreement, for the period applicable to the default under the applicable provision of this Ground Lease Agreement, LESSOR has the following remedies in addition to all other rights and remedies provided by law or equity, to which LESSOR may resort cumulatively or in the alternative.

- a. LESSOR may at LESSOR's election terminate this Ground Lease Agreement by giving LESSEE Notice of Termination. On the giving of the Notice, all of LESSEE's right in the Premises and in all improvements shall terminate in the time frame set forth in the Notice of Termination. Promptly after notice of termination, LESSEE shall surrender and vacate the Premises and all improvements in broom-clean condition, and LESSOR may reenter and take possession of the Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none; provided that no subtenant qualifying under nondisturbance provisions of this Ground Lease Agreement shall be ejected. Termination under this paragraph shall not relieve LESSEE from the payment of any sum then due to LESSOR or from any claim for damages previously accrued or then accruing against LESSEE.
- b. LESSOR may at LESSOR's election reenter the Premises, and, without terminating this Ground Lease Agreement, at any time and from time to time relet the Premises and improvements or any part of parts of them for the account and in the name of the LESSEE or otherwise. Any reletting may be for the remainder of the term or for a longer or shorter period. LESSOR may execute any leases made under this provision either in LESSOR's name or in LESSEE's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or improvements or both. LESSEE shall nevertheless pay to LESSOR on the due dates specified in this Ground Lease Agreement the equivalent of all sums required of LESSEE under this Ground Lease Agreement, plus LESSOR's expenses, less the avails of any reletting or attornment. No act by or on behalf of LESSOR under this provision shall constitute a termination of this Ground Lease Agreement unless LESSOR gives LESSEE notice of termination.
- c. LESSOR may at LESSOR's election use LESSEE's personal property and trade fixtures or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of LESSEE.

- d. LESSOR shall be entitled to LESSOR's election to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of 18 percent per year from the due date of each installment. Avails of reletting or attorned subrents shall be applied, when received, as follows: (1) to LESSOR to the extent that the avails for the prior covered do not exceed the amounts due and charged to LESSEE for the same period, and (2) the balance to LESSEE. LESSOR shall make reasonable efforts to mitigate LESSEE's liability under this provision. LESSOR shall be entitled to LESSOR's election to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination of this Ground Lease Agreement and the time of the claim, judgment, or other award, less the avails of all relettings and attornments and less all amounts by which LESSOR shall reasonably have mitigated those rental losses, plus interest on the balance at the rate of 12 percent per year, and (2) the "worth" at the time of the claim, judgment, or other award, of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the Premises minus any amounts of rental loss which LESSEE proves could be reasonably avoided. "Worth", as used in this provision, is computed by discounting the total at the discount rate of the Federal Reserve Bank of San Francisco at the time of the Claim, Judgment, or award, plus one percent interest.

25. WAIVER OF DEFAULT

No waiver of default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Ground Lease Agreement shall not constitute a waiver of any preceding default by LESSEE other than default in the payment of the particular rental payment.

26. ASSIGNMENT AND SUBLETTING

The LESSEE may not assign or otherwise transfer this Ground Lease Agreement or sublet any portion of said Premises without the prior written consent of LESSOR.

27. ATTORNEYS' FEES

If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Non-judicial, alternative dispute resolution is not an action or proceeding for the purpose of this provision.

28. NOTICES

As used in this Ground Lease Agreement, notice includes but is not limited to the communications of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provision of this Ground Lease Agreement on rent direct otherwise, rent shall be sent in the manner provides for giving notice.

- a. Writing - All Notices must be in writing, provided that no writing other than the check or other instruments representing the rent payment itself need accompany the payment of rent.
- b. Delivery - Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) on the date shown on the return receipt after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt

requested, postage and postal charges prepaid, addressed by name and address to the party or persons intended as follows:

Notice to LESSOR: City of Visalia
707 E. Acequia
Visalia, CA 93291
Phone No. 559-713-4466

Copy To:
Public Works Department
7579 Ave 288
Visalia, CA 93277

Notice to LESSEE: _____

- c. Change of recipient or address - Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both, Notices given before actual receipt or notice of change shall not be invalidated by the change.
- d. Recipient Named - Each recipient named must be an individual person. If more than one recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipient named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Ground Lease Agreement, unless the name or identity of the party has changed as permitted in this Ground Lease Agreement and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest designating party, and the notice is considered given when the first attempt to give notice was properly made.

29. REGULATIONS AND SPECIAL CONDITIONS

LESSEE shall not conduct, or allow to be conducted upon the Premises, any dangerous or hazardous activities, or any activities considered to be a nuisance to its neighbors.

30. CONSTRUCTION

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any other provision of this Agreement.

31. BINDING OF SUCCESSORS

Subject to the provisions of this Ground Lease Agreement on assignment and subletting, each and all of the covenants and conditions of this Ground Lease Agreement shall be binding on and shall inure to the

benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

32. SURRENDER ON TERMINATION

At the expiration or earlier termination of the term, LESSEE shall surrender to LESSOR the possession of the Premises. Surrender or removal of improvements, fixtures, trade fixtures, and improvements shall be as directed in provisions of this Ground Lease Agreement on ownership of improvements at termination. LESSEE shall leave the surrendered Premises properly disked, leveled, and cleared of debris and weeds and any other property in good broom clean condition except as provided to the contrary in provisions of this Ground Lease Agreement on maintenance and repair of improvements. All property that LESSEE is required to surrender shall become LESSOR's property at the termination of the Ground Lease Agreement. All property that LESSEE is not required to surrender but that LESSEE does abandon shall, at LESSOR's election, become LESSOR's property at termination. If LESSEE fails to surrender the Premises at the expiration or sooner termination of this Ground Lease Agreement, LESSEE shall defend and indemnify LESSOR for all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from LESSEE's failure to surrender.

33. HOLDING OVER

This Ground Lease Agreement shall terminate without further notice at expiration of the term. Any holding over by LESSEE after expiration shall not constitute a renewal or extension or give LESSEE any rights in or to the Premises, except that LESSEE's tenancy shall thereafter be on a month-to-month term with rent being payable on the first day of each month, rental payment being one twelfth (1/12) of the amount of annual rent, and except as otherwise expressly provided in this Ground Lease Agreement.

34. CURRENT AND FUTURE REGULATIONS

This Ground Lease Agreement and all rights conferred thereby shall at all times be subject to current and future regulations governing any and all activities at the Visalia Water Reclamation Facility.

35. MISCELLANEOUS

- a. This Ground Lease Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Ground Lease Agreement has been or is relied on by either party. Each party has relied on his own examination of this Ground Lease Agreement, counsel of his own advisors and the warranties, representations, and covenants in the Ground Lease Agreement itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Ground Lease Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection or advise.
- b. If any provision of this Ground Lease Agreement is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision to this Ground Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.
- c. This Ground Lease Agreement shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.

- d. This Ground Lease Agreement shall be governed by the laws of the State of California.
- e. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Ground Lease Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- f. All Riders and Exhibits annexed hereto form material parts of this Ground Lease Agreement.
- g. Time of the Essence: Time is of the essence in the performance of each provision of this Ground Lease Agreement.
- h. Implementation Clause: To carry into full force and effect each and every agreement, condition, covenant and terms contained in this Ground Lease Agreement, each party agrees that he and she will execute and deliver any and all deeds, assignments, releases, receipts and other documents reasonably required by the other without undue delay or expense.
- i. Cooperation: LESSOR and LESSEE agree to provide any further documentation and to cooperate in any way necessary to carry out the basic intent of the Ground Lease Agreement.
- j. Venue: The parties agree that the contract is to be performed in Tulare County, and any action arising out of the contract will be venued there or in the Eastern District of the United States District Courts. The parties agree to submit themselves to the jurisdiction of the court in any action relating to this Ground Lease Agreement or the enforcement or interpretation hereof. LESSEE expressly waives any right to remove any action from Tulare County which he might have pursuant to Section 394 of the Code of Civil Procedure.
- k. Effective Date: This Ground Lease Agreement shall be and become effective as of the date its execution as set forth above.
- l. Waiver: No waiver of any breach of any term, condition or provision of this Ground Lease Agreement shall constitute a waiver of any other breach of any other term, condition or provision. No consent of one party to any departures by the other shall be effective unless such waiver shall be in writing and shall be signed by the non-waiving party or a duly authorized agent thereof and the same shall be effective only for a period, on the conditions and for the specific instances and purposes specified in such writing. No notice to or demand to the non-waiving party in any case shall entitle the non-waiving party to any other for further notice or demand in similar or other circumstances.
- m. Execution in Counterparts: This Ground Lease Agreement may be executed in counterparts, each of which shall be deemed an original, but all which taken together shall constitute but one and the same instrument.
- n. Title or Captions: Titles or captions contained in this Ground Lease Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of the Lease or the intent of any provision hereof.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

LESSEE

Dated:_____ By_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for LESSEE in the capacity I have stated, and that such execution is sufficient to bind the LESSEE.

CITY OF VISALIA

City Manager_____ Date:_____

Risk Manager_____ Date:_____

Approved as to Form

City Attorney_____ Date:_____



City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS
RFP-25-26-15

CITY OF VISALIA OPEN GROUND LAND LEASE

ADDENDUM NO. 1

Issued: February 26, 2026

Submittals Due: **Thursday, April 2, 2026, at 1:00 P.M.**

Addendum No. 1 is being issued to correct the property location description. This Addendum must be signed and submitted with proposal.

ITEM 1: CORRECTION TO PROPERTY LOCATION DESCRIPTION:

The RFP 25-26-15 document currently provides the following description:

The City of Visalia is soliciting proposals from qualified individuals or entities to lease approximately 408 acres of City-owned open land. The property is located east of State Highway 99 and along State Highway 198 in the City of Visalia, County of Tulare, and is available under a long-term Ground Lease agreement. The selected lessee will be responsible for managing the Premises in a manner that preserves its condition, complies with all applicable laws, and aligns with the terms of the lease. The Premises includes all land and appurtenances unless otherwise specified. Booster pumps located on the site are excluded from the lease and remain the exclusive property of the City. This lease represents an opportunity for qualified parties to secure use of City-owned land under a mutually beneficial agreement.

And shall hereby be amended to read:

The City of Visalia is soliciting proposals from qualified individuals or entities to lease approximately 408 acres of City-owned open land. ***The property is located just west of State Highway 99 and south of State Highway 198 in the City of Visalia, near the Visalia Water Reclamation Facility*** and is available under a long-term Ground Lease agreement. The selected lessee will be responsible for managing the Premises in a manner that preserves its condition, complies with all applicable laws, and aligns with the terms of the lease. The Premises includes all land and appurtenances unless otherwise specified. Booster pumps located on the site are excluded from the lease and remain the exclusive property of the City. This lease represents an opportunity for qualified parties to secure use of City-owned land under a mutually beneficial agreement.

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: _____ Date: _____

By: _____
Bidder's Signature



CITY OF VISALIA, CA
REQUEST FOR BIDS
RFP-25-26-15

CITY OF VISALIA OPEN GROUND LAND LEASE

ADDENDUM NO. 2

Issued: March 27, 2026

Submittals Due: **Thursday, April 2, 2026, at 1:00 P.M.**

Addendum No. 2 is being issued to respond to questions that have been received. This addendum becomes part of the RFP document and must be signed and submitted with proposal.

ITEM 1: QUESTIONS AND RESPONSES

1. No reclaimed water will be utilized on open ground? **Response: Correct. No reclaimed water will be made available to the subject property.**
2. Is the reclaimed water used for the adjacent pecan orchard? **Response: Currently, yes, reclaimed water is being used on the adjacent pecan orchard, but the City makes no guarantee of ongoing use.**
3. Is there a current soil sample? **Response: No**
4. Is there a base value for crop insurance? **Response: No**
5. Is it Mid-Kaweah or Greater Kaweah? **Response: The subject property is a part of the Mid Kaweah Groundwater Sustainability Agency (MKGSA).**
6. Who is responsible for the Fees associated with GSA and If Farmer pays Fees and manages it, will it be transfer to the Farming entity's dashboard account? **Response: The Lessee will be responsible for all fees related to net evapotranspiration (ET) on the property. The City does not intend to transfer access to the subject property in the water dashboard, but is willing to consider proposals that ensure groundwater levels are increased in priority areas. Priority areas include the eastern side of Visalia, within the city limits, and/or the subject property.**
7. No well available? **Response: No well is available, and no groundwater pumping will be permitted.**
8. Would it be Ok for a proposer to submit multiple proposed options? **Response: Yes**
9. Which canal runs along the property? **Response: The south fork of Persian Ditch**
10. Is it flood release or does it get water? **Response: In some years, there may be access to flood release water, but the City makes no guarantee to its availability.**
11. What is current crop? **Response: Wheat**
12. Will ET credits and/or debts go to Lessee or Lessor? **Response: Lessee will be responsible for all fees related to net evapotranspiration (ET) on the subject property. Evapotranspiration credits and/or debts may be available to the Lessee depending on the ability to show an increase in groundwater levels in priority areas. The City will not provide groundwater pumping supply, however the City is willing to negotiate and may consider making Native Yield available to the Lessee.**

13. The current RFP states that irrigation is strictly prohibited. However, if the Lessee is able to provide its own water supply—without impacting the City’s water account or water allocation—would limited irrigation be considered permissible? Under this scenario, the Lessee would:

- Utilize only privately secured water sources
- Ensure there is no impact to the City’s water resources or allocations
- Comply fully with all applicable SGMA regulations
- Assume full responsibility for managing and maintaining the water account associated with the parcels
- Cover all costs, fees, and regulatory requirements related to water use

This request would likely require an amendment to the RFP to allow minimal irrigation and any necessary modifications to existing water infrastructure, subject to prior City approval.

Response: While the intent under this RFP is to lease the subject property for dry-farming purposes, the City is open to proposals as indicated above that do not require the use of, or have impacts to, the City's water allocations.

END OF ADDENDUM NO. 2

/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: _____ Date: _____

By: _____
Bidder's Signature