



Midpeninsula Regional
Open Space District

R-25-94
Meeting 25-19
July 9, 2025

AGENDA ITEM 9

AGENDA ITEM

Approval of Agreement between the City of Mountain View and Midpeninsula Regional Open Space District for the Operation of Deer Hollow Farm

GENERAL MANAGER'S RECOMMENDATIONS

1. Authorize the General Manager to execute the attached Agreement with the City of Mountain View for the continued operation of Deer Hollow Farm.
2. Determine that the recommended actions are categorically exempt from the California Environmental Quality Act, as set out in the report.

SUMMARY

The proposed Agreement continues, for a one (1) year period (July 1, 2025 to June 30, 2026) with an optional one (1) year extension, the current arrangement for the joint operation of the popular Deer Hollow Farm facility and environmental education program by the Midpeninsula Regional Open Space District (District) and the City of Mountain View. The Agreement mirrors the length of the term of the District's anticipated agreement with the County of Santa Clara (County) for the Operation of Rancho San Antonio County Park and reflects the anticipated financial contribution of \$75,000 per year from the County under that agreement.

DISCUSSION

Since 1977, the Midpeninsula Regional Open Space District (District) and City of Mountain View (City) have worked under a joint agreement that has been amended, extended, and renewed over time to operate summer camp activities and interpretive programming at Deer Hollow Farm, in Rancho San Antonio Open Space Preserve. This agreement includes a division of responsibilities for maintenance and operation of the site. In 1996, the agreement was expanded to include Santa Clara County (County). The County contributes \$75,000 annually to support Deer Hollow Farm programming for the benefit of County residents.

The current agreement with the City terminates June 30, 2025, and requires renewal for continuity of service. A separate management agreement for Rancho San Antonio County Park (County Park) expires at the same time. The County has requested that the District continue to manage the county park and has requested a one-year extension of the current agreement with an option for an additional one-year extension. Given the anticipated short-term extension of the agreement for management of the County Park, this proposed renewal of the Deer Hollow Farm is limited to one (1) year with a one (1) year extension to match the County Park agreement. The

County Park agreement is intentionally limited at the County's request as they evaluate their longer-term management objectives for the County Park.

Proposed Agreement with the City for Deer Hollow Farm

The proposed agreement with the City continues the current level of service for a period of one (1) year (retroactive to July 1, 2025) to June 30, 2026, with a provision for an additional one (1) year extension. Most of the prior agreement provisions and responsibilities for the operation of Deer Hollow Farm will remain status quo in the proposed agreement with the City with a few updates related to:

- District Owned Residence – Clarifying management of residence, agreement to lease of residence, term of occupancy, management of tenant, maintenance of residence, and possession of residence
- Extraordinary Expense – increased definition from \$2,000 to \$5,000
- Operational Responsibilities – City may utilize volunteer staff
- Allocation of School Class Visits – Allocates 1/3 of available openings to schools located inside County and District boundaries but outside of Mountain View. 1/6 in the District but outside the county and 1/6 in the county but outside the District
- Program Fees and Reporting – City shall provide annual report on the level of participation in the program
- Workers Compensation Insurance – Clarifying insurance coverage responsibilities
- Other Insurance Provisions – Clarifying insurance endorsements, notifications, third party insurance compliance, certificates of insurance compliance, maintenance of insurance coverage
- Termination – Clarifying occupancy of residents due to a termination of the agreement

Deer Hollow Farm continues to be an outstanding working farm and educational center that is popular with school groups and visitors. Every year, over 4,000 students participate in the Deer Hollow Farm school year programs, which offer classes to kindergarten through grade 5 students from September through May, and summer camps in June, July, and the first part of August.

This agreement maintains the 49-year cooperative working relationship between the District, the City, and the County to continue as a model of inter-agency cooperation, and an efficient way to deliver high quality environmental education programs and recreation opportunities for the public.

FISCAL IMPACT

Deer Hollow Farm expenses, estimated at \$227,000, have been included in the FY26 budget. These expenses cover salaries and benefits for the Farm Maintenance Worker, the \$75,000 pass-through County payment to the City of Mountain View, along with other necessary services and supplies. No changes are foreseen as a result of the approval of the attached agreement.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act. Notices were also provided to the City and County. No additional notice is required.

CEQA COMPLIANCE

This project will not have a significant effect on the environment. It is categorically exempt from the California Environmental Quality Act (CEQA) under section 15301 of the CEQA Guidelines as follows:

Section 15301 allows for the continued operation of an existing public facility, with no expansion of use beyond that which currently exists.

NEXT STEPS

The City of Mountain View has agreed to the terms of this Agreement. If approved by the District Board, the agreement will be signed by both parties and services at Deer Hollow Farm will continue to be offered.

Attachment:

1. Agreement Between The City of Mountain View and Midpeninsula Regional Open Space District for the Operation and Management of Deer Hollow Farm

Responsible Department Head:

Brian Malone, Assistant General Manager for Visitor Services

Prepared by/Contact person:

Michael Gorman, Land Stewardship & Trails Manager

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT FOR
THE OPERATION AND MANAGEMENT OF DEER HOLLOW FARM**

This AGREEMENT is dated for identification this 1st day of July 2025 (“Effective Date”), and is made by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter “CITY”), and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a public district under the laws of California, whose address is 5050 El Camino Real, Los Altos, California, 94022-1404 (hereinafter “DISTRICT”).

RECITALS

WHEREAS, on November 12, 1981, CITY and DISTRICT entered into an Agreement allowing CITY to provide activities for its citizens at Deer Hollow Farm located on the Rancho San Antonio Open Space Preserve property owned by DISTRICT (“the 1981 Agreement”) and thereafter amended said Agreement on June 12, 1986; November 19, 1991; July 1, 1994; and July 1, 1995 (the “1986 Amendment,” the “1991 Amendment,” the “1994 Amendment,” and the “1995 Amendment,” respectively); and

WHEREAS, on June 1, 1996, CITY, DISTRICT, and the County of Santa Clara (hereinafter “COUNTY”) entered into a new Agreement for the joint operation of Deer Hollow Farm and thereafter amended said Agreement on August 1, 1999, and entered into a further Agreement in July 2000 and June 2001; and

WHEREAS, on July 1, 2010; July 1, 2011; and July 1, 2013, CITY and DISTRICT amended said Agreement (the “2010 Amendment,” the “2011 Amendment,” and the “2013 Amendment,” respectively); and

WHEREAS, DISTRICT and COUNTY intend to enter into a separate Agreement for Operation and Management of Rancho San Antonio County Park (the “RSACP MANAGEMENT AGREEMENT”) whereby DISTRICT agrees to operate and maintain the COUNTY-owned Rancho San Antonio County Park, which is adjacent to the DISTRICT-owned Rancho San Antonio Open Space Preserve, and in which DISTRICT and COUNTY agree to continue funding for the Deer Hollow Farm Program; and

WHEREAS, CITY and DISTRICT have determined that continuation of Deer Hollow Farm is a mutually agreed-upon goal directly furthering the purposes of both agencies and providing recreational and educational opportunities to constituents of both agencies.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants, and obligations contained herein, CITY and DISTRICT agree as follows:

1. **Property Description.** The property consists of the buildings, structures, improvements, fencing, and facilities located at 7550 Saint Joseph Avenue, Los Altos, California, 94024, as described in Exhibit A, attached hereto, and incorporated herein. The property and said facilities as shown on Exhibit A will hereafter be collectively referred to as “Deer Hollow Farm.”

2. **Program Responsibilities.** CITY will provide, coordinate, and manage a program of environmental education in the form of summer camps and school year classes at Deer Hollow Farm. CITY also will open Deer Hollow Farm to the public for drop-in visits Tuesdays, Thursdays, Fridays, Saturdays, and Sundays from 8:00 a.m. to 4:00 p.m., as well as Wednesdays from 8:00 a.m. to 1:00 p.m. (public drop-in together with summer camps and school year classes is hereafter referred to as “the PROGRAM”). CITY will consult with DISTRICT prior to modifying the PROGRAM.

3. **Term of Agreement.** The term of this Agreement shall commence on July 1, 2025 and terminate on June 30, 2026, except if terminated earlier pursuant to the provisions of this Agreement. The term may be extended by mutual agreement of CITY and DISTRICT for one (1) additional one (1) year period (July 1, 2026 to June 30, 2027) on the same terms and conditions as contained herein. If CITY and DISTRICT elect to extend the term, CITY shall notify DISTRICT or DISTRICT shall notify CITY, in writing, no later than April 30, 2026, for the extension term. DISTRICT or CITY shall have thirty (30) days from the date notified by the other party to agree to the extension, which agreement shall be in writing.

4. **Deer Hollow Farm Repair and Maintenance.**

a. DISTRICT will provide routine repair and maintenance services for the operation of Deer Hollow Farm, including the maintenance of all buildings, structures, improvements, fencing, and facilities in Deer Hollow Farm, except as described in Section 6 below with respect to the RESIDENCE (as defined below).

b. DISTRICT shall provide the services of a maintenance worker, pursuant to a mutually agreed-upon schedule. DISTRICT shall provide skilled work crews and supervision as required. Said maintenance worker and crews will remain employees of DISTRICT, shall not perform any services for CITY and shall not be deemed agents, servants, or employees of CITY.

c. DISTRICT shall be responsible for provision of all janitorial-, plumbing-, electrical-, and maintenance-related supplies, including, but not limited to, toilet paper, sanitizing chemicals, lumber, nails, pipe, and wire. CITY shall provide supplies and materials for preapproved special projects funded by Friends of Deer Hollow Farm grants.

d. CITY and DISTRICT shall be jointly responsible for maintaining the current inventory of hand and power tools at Deer Hollow Farm. Each agency shall be responsible for keeping an inventory list of its tools, which tools shall remain the property of CITY and/or DISTRICT, as applicable.

e. Any alterations, additions, or improvements to or of Deer Hollow Farm or any part thereof, including, but not limited to, outbuildings, fences, signs, or structures of any kind, shall require the prior written approval of DISTRICT (email communication is acceptable). DISTRICT shall consult with CITY prior to making any major changes to buildings or facilities. DISTRICT must approve any alterations, additions or improvements to or of Deer Hollow Farm, as consistent with its Deer Hollow Farm Historic District Maintenance Guidelines. Such approval shall contain recommendations and requirements for implementation of the work. In addition, improvements must comply with the applicable laws, including, without limitation, the Americans with Disabilities Act, California Environmental Quality Act, and National Historic Preservation Act.

5. **Statement of Cost of Services.**

a. DISTRICT and CITY shall meet by September 16 each year during the term of this Agreement to review DISTRICT's and CITY's proposed upcoming fiscal year (July 1 to June 30) budgets for Deer Hollow Farm. It is the intent of the parties that their budgets and expenses shall be approximately equal, unless the parties agree otherwise.

b. Provided that DISTRICT has received funding from COUNTY for Deer Hollow Farm under the RSACP MANAGEMENT AGREEMENT, DISTRICT will provide Seventy-Five Thousand Dollars (\$75,000) per year to CITY to fund the PROGRAM. DISTRICT shall remit these funds to CITY no later than December 31 of each calendar year during the term of this Agreement. CITY shall apply said funds exclusively to the PROGRAM.

6. **DISTRICT-Owned Residence.**

a. CITY may elect to have one of its employees reside in the DISTRICT-owned residence located at 7500 Saint Joseph Avenue, Los Altos, California, 94024, consisting of a residence, garage, and courtyard ("RESIDENCE"). Such employee will at all times be an employee of CITY dedicated to the PROGRAM and not DISTRICT, and shall perform services exclusively for CITY. Moreover, CITY shall be the landlord of the RESIDENCE and DISTRICT shall under no circumstances be deemed to be the landlord without CITY's prior written consent. CITY and DISTRICT shall not be deemed to be joint venturers or partners in the management of the RESIDENCE, and nothing in this Agreement is intended to create a landlord-tenant relationship between CITY and DISTRICT.

b. Notwithstanding the foregoing, if CITY fails to enter into a rental agreement with its employee to reside in the RESIDENCE, and/or if the RESIDENCE is vacant for a period greater

than sixty (60) days, CITY's right to lease the RESIDENCE to its employee shall expire and DISTRICT shall have the right to lease the RESIDENCE during the remaining term of this Agreement. CITY's right to re-let the RESIDENCE during the remaining term of this Agreement shall be subject to the parties' mutual agreement. If DISTRICT leases the RESIDENCE under this provision, it will be solely responsible for all duties of the landlord under its rental agreement with its tenant.

c. CITY shall enter into a written month-to-month rental agreement with CITY employee for occupancy of the RESIDENCE, which rental agreement shall be subject to DISTRICT's approval. Such rental agreement shall require that the tenant's right to occupy the RESIDENCE terminates upon termination of their employment with CITY, reassignment to duties other than the PROGRAM or upon termination of this Agreement, whichever occurs first. CITY shall be solely responsible for ensuring that anyone occupying the RESIDENCE vacates by the termination date, including, if necessary, filing and prosecuting an unlawful detainer action to obtain a judgment of possession and paying all costs and expenses associated with regaining possession.

d. With respect to its tenant, CITY shall be responsible for all aspects of the management of the RESIDENCE, including, without limitation, maintenance and repairs (including those required due to damage to the RESIDENCE caused by the employee-tenant or their guests or invitees), providing notices, enforcing rental terms and conditions, processing rental payments, reporting possessory interest tax, and terminating occupancy of the RESIDENCE. If the RESIDENCE is damaged or destroyed by an act of God and, therefore, rendered uninhabitable, DISTRICT may elect to restore the RESIDENCE or require CITY to terminate its employee's occupancy of the RESIDENCE.

e. If CITY fails to perform any of its obligations with respect to the RESIDENCE, DISTRICT shall have the right, but not the duty, to perform such obligation(s), including, without limitation, the right to pursue an unlawful detainer action to regain possession of the RESIDENCE. CITY agrees to indemnify and hold DISTRICT harmless from any claims, causes of action, or costs and expenses arising out of CITY's failure to perform any of its obligations as landlord of the RESIDENCE.

f. Notwithstanding anything to the contrary in this Agreement, CITY shall be solely responsible for the cost of all utilities (including, but not limited to, electricity, gas, and solid-waste disposal), and for any possessory interest tax, at the RESIDENCE, so long as it is occupied by a CITY employee. In addition, CITY shall be responsible for periodic maintenance of the septic system serving the RESIDENCE as necessary to maintain the system in proper working condition. At CITY's discretion, CITY may elect to have its employee pay any or all of the costs of the utilities, but this shall not relieve CITY of its obligation to pay such utility costs. Furthermore, CITY shall be solely responsible for ensuring that it maintains the RESIDENCE in habitable condition. The costs for repairs to the RESIDENCE shall be apportioned between the PARTIES as set forth in Section 7 below.

g. CITY agrees that the RESIDENCE shall be returned to DISTRICT's possession upon the termination or expiration of this Agreement in the same condition that existed on the Effective Date, less normal wear and tear.

7. **Extraordinary Expenses.**

a. In the event the total cost of any single repair or replacement of structures or facilities at Deer Hollow Farm, including the RESIDENCE, exceeds Five Thousand Dollars (\$5,000) in materials and/or labor, CITY and DISTRICT will meet to determine whether to proceed with the repair and, if so, the parties will mutually agree upon cost-sharing.

b. If CITY declines to pay for a project reviewed pursuant to this subsection, DISTRICT may, but is not required to, undertake such a project if DISTRICT, in its reasonable discretion, believes such a project is necessary for the protection of the public safety, health, welfare, or the environment.

c. If DISTRICT approves of a project, but declines to pay for said project, CITY may, but is not required to, undertake such project if CITY, in its reasonable discretion, believes that such project is necessary for the protection of the public safety, health, welfare, or the environment.

8. **Operational Responsibilities.**

a. The operation of the PROGRAM at Deer Hollow Farm shall be under the direction of CITY's Community Services Director or designee. CITY will provide one (1) employee to manage/supervise the PROGRAM on a day-to-day basis, which shall be CITY's tenant in the RESIDENCE if CITY elects to have an employee occupy the RESIDENCE. CITY also may utilize volunteer staff and contract with Friends of Deer Hollow Farm to provide services. CITY shall be solely responsible for the work of its employees, agents, volunteers, and contractors, who shall comply with all applicable laws (including current DISTRICT ordinances) in performing services for the PROGRAM. All CITY employees will remain employees of CITY, shall not perform any services for DISTRICT, and shall not be deemed agents, servants, or employees of DISTRICT.

b. The operation of the PROGRAM shall comply with permit requirements for Deer Hollow Farm, including, without limitation, visitor capacity and parking for staff, volunteers, docents, and visitors.

c. CITY and DISTRICT shall abide by DISTRICT's Integrated Pest Management policy.

9. **Selection Process.**

a. CITY may participate in the selection process for DISTRICT's maintenance workers assigned to Deer Hollow Farm. CITY's participation will consist of one (1) CITY representative sitting as a member of DISTRICT's oral interview board for this position and

providing CITY comment if desired. However, DISTRICT shall have the sole authority to make the final determination with regard to any assignment or employment of its employees.

b. DISTRICT may participate in the selection process for CITY's resident employee assigned to manage/supervise the PROGRAM. DISTRICT's participation will consist of one (1) DISTRICT representative sitting as a member of CITY's oral interview board for this position and providing DISTRICT comment if desired. However, CITY shall have the sole authority to make the final determination with regard to any employment or assignment of its employees.

10. **Allocation of School Class Visits.** Registration for school class visits shall be allocated by CITY as follows:

a. One-third (1/3) of all available openings for the school year will be reserved for schools located in Mountain View.

b. One-third (1/3) of all available openings for the school year will be reserved for schools located both within COUNTY and DISTRICT boundaries.

c. One-sixth (1/6) of all available openings for the school year will be reserved for schools located in the COUNTY boundary but outside the DISTRICT boundary and one-sixth (1/6) of all available openings for the school year will be reserved for schools located within the DISTRICT boundary but outside the COUNTY boundary.

d. Mountain View schools are included in the categories listed in Sections 10.a. and 10.b. above.

e. Any remaining openings will be available for schools located outside both COUNTY and DISTRICT boundaries.

11. **PROGRAM Fees and Reporting.**

a. Class Visits: CITY will establish and collect fees for class visits to the PROGRAM. All proceeds from the fees for such visits shall belong to CITY. Fees for class visits shall be based upon a schedule to be developed by February 1 of each year, to be applicable for the upcoming fiscal year. CITY shall advise DISTRICT prior to the development of the fee schedule. Fees must provide a preferential rate for schools located within DISTRICT's boundaries, CITY limits, and COUNTY boundaries. Fees are subject to final approval by CITY's City Council.

b. Summer Camp: CITY will establish and collect fees for individuals and groups participating in the "summer camp" component of the PROGRAM. All proceeds from the fees for the summer camp shall belong to CITY. Fees for the summer camp shall be based upon a schedule to be developed by February 1 of each year, to be applicable for the upcoming fiscal year. CITY shall advise DISTRICT prior to the development of the fee schedule. Fees must

provide a preferential rate for residents living within DISTRICT's boundaries, CITY limits, and COUNTY boundaries. Fees are subject to final approval by CITY's City Council.

c. Annual Participation Reports: CITY shall annually provide DISTRICT with a written report on the level of participation in the PROGRAM. Each report shall be provided by March 1 of each year of this Agreement and shall provide the following information for the prior calendar year of the PROGRAM: (i) number of drop-in visitors; (ii) numbers of students attending summer camps and class visits; and (iii) numbers of students participating in the PROGRAM from each category in Section 10 above.

12. Insurance.

a. Commercial General Liability/Automobile Liability Insurance:

DISTRICT shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. DISTRICT's insurance coverage shall be written on an occurrence basis.

CITY shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. CITY's insurance coverage shall be written on an occurrence basis.

The requirements of this Section may be satisfied by delivery to the other party of evidence of equivalent insurance coverage provided by membership in a governmental agency self-insured program.

b. Workers' Compensation Insurance:

DISTRICT shall be responsible for the Workers' Compensation coverage and care of DISTRICT employees, volunteers, and agents, including those employees, volunteers, and agents performing any acts at Deer Hollow Farm under this Agreement in accordance with California statutory limits. CITY shall be responsible for the Workers' Compensation coverage and care of CITY employees, volunteers, and agents performing any acts at Deer Hollow Farm under this Agreement in accordance with California statutory limits.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. *Best Rating* of A:VII unless otherwise acceptable to CITY (for DISTRICT coverage) or DISTRICT (for CITY coverage).

d. Verification of Coverage: Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval (for DISTRICT coverage) or DISTRICT approval (for CITY coverage). Original Certificates of Insurance with endorsements shall be received and approved by CITY and DISTRICT before work commences, and insurance must be in effect for the duration of the contract.

e. Other Insurance Provisions:

(1) The City of Mountain View and CITY's officers, officials, employees, and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by CITY's Risk Manager for Commercial General Liability and Automobile Liability coverages for DISTRICT's insurance coverage required by this Agreement. The Midpeninsula Regional Open Space District and DISTRICT's officers, officials, employees, and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by DISTRICT's Risk Manager for Commercial General Liability and Automobile Liability coverage for CITY's insurance coverage required by this Agreement.

(2) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the insured in the event of cancellation or modification to the stipulated insurance coverage, and each of CITY and DISTRICT shall provide notice as soon as practicable, but in no event later than three (3) business days following such notification, to the other party in the event that its insurance is cancelled or modified.

(3) In the event DISTRICT or CITY hire contractors, consultants, or other vendors as part of the PROGRAM, it shall be the responsibility of the hiring party to ensure that all firms comply with the same insurance requirements that are stated in this Agreement.

(4) Approval of insurance by CITY or DISTRICT or acceptance of the Certificate of Insurance by CITY or DISTRICT shall not relieve or decrease the extent to which the other party may be held responsible for payment of damages resulting from services or operation pursuant to this Agreement, nor shall it be deemed a waiver of either party's rights to insurance coverage hereunder.

(5) If, for any reason, DISTRICT or CITY fail to maintain the required insurance coverages, the same shall be deemed a material breach of contract. The nonbreaching party, at its sole option, may terminate this Agreement and obtain damages resulting from said breach from the breaching party.

13. **Mutual Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the CITY and DISTRICT agree that pursuant to Government Code Section 895.4, CITY and DISTRICT shall fully indemnify and hold the other party, their officers, board members, employees, and agents harmless from any claim, expense or cost, damage or

liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement.

No party, nor any officer, board member, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other parties under this Agreement.

If liability arises due to the alleged concurrent negligence of CITY and DISTRICT, or any combination thereof, in the event of a claim, action, or suit by a third party, CITY and DISTRICT shall contribute costs of any such suits, defense, damages, costs, and liability in proportion to its fault as determined under the principles of comparative negligence.

14. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office and DISTRICT's General Counsel, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

15. **Nondiscrimination.** DISTRICT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

16. **Amendment.** This Agreement may be amended in writing and signed by both parties.

17. **Termination.**

a. Any party may terminate this Agreement for its convenience upon one hundred eighty (180) days' prior written notice to the other party.

b. DISTRICT also shall have the right to terminate this Agreement if it receives notice of termination from COUNTY of the RSACP Management Agreement. DISTRICT will notify CITY in writing of such termination as soon as practicable. If DISTRICT exercises its right to terminate under this subsection, it shall not be obligated to submit subsequent payments due to CITY under this Agreement unless both parties agree to the terms of such payment(s) in writing.

18. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

19. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

20. **Public Records.** The parties recognize and acknowledge that CITY and DISTRICT are subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

21. **Waiver.** The failure of any party to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY or DISTRICT may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, and covenants contained herein.

22. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

23. **Captions.** The captions in the articles of this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

24. **Notices.** Any notice required to be given to DISTRICT shall be deemed to be duly and properly given if mailed to DISTRICT, postage prepaid, addressed to:

Midpeninsula Regional Open Space District General Manager
5050 El Camino Real
Los Altos, CA 94022-1404

or personally delivered to DISTRICT at such address or at such other addresses as DISTRICT may designate in writing to CITY.

Any notice required to be given to CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

Community Services Director
c/o Recreation Supervisor Deer Hollow Farm City of Mountain View
500 Castro Street, P.O. Box 7540
Mountain View, CA 94039-7540

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to DISTRICT.

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IN WITNESS WHEREOF, this Agreement, dated July 1, 2025, between the City of Mountain View and Midpeninsula Regional Open Space District for the operation and management of Deer Hollow Farm, is executed by CITY and DISTRICT.

“CITY”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

“DISTRICT”:
MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT, a public district
under the laws of California

By: _____
City Manager

By: _____
Ana M. Ruiz
General Manager

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Community Services Director

By: _____
Hilary Stevenson
General Counsel

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney