

## Lara Weisiger

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**From:** Amy Wooldridge  
**Sent:** Tuesday, October 3, 2023 2:19 PM  
**To:** Trish Spencer; Jennifer Ott; Abby Thorne-Lyman; Allen Tai; Lara Weisiger  
**Cc:** Yibin Shen  
**Subject:** RE: 5-I  
**Attachments:** Lease\_1900\_Thau\_Way\_AFB.pdf; 1991 Alameda Food Bank Lease.pdf; MasterPlan Hi Res\_125p-FINAL.pdf

Hello Councilmember Herrera Spencer,

This email is to provide a consolidated response to your questions about All Good Living Foundation (AGLF) posed in three different email threads.

- 1) I am confirming that the subject property for the AGLF lease is part of the open space parcel connected with Jean Sweeney Open Space Park. When this lease was discussed at the 9/19/23 City Council meeting, staff confirmed this area is zoned Open Space. Regarding the Sweeney Park property lines, attached is the Sweeney Park Master Plan, however there are boundary lines on the southern border, unrelated to the parcel in discussion for the lease, that are now different due to the 2021 Union Pacific settlement. We do not have an updated boundary map of the park since the 2021 settlement agreement.
- 2) The Board of Directors includes the following:
  - Chair (Judy Tam)
  - CFO Fred Fielding
  - Margie Chung
  - Chris Tam, Ex Officio (Non voting)
- 3) AGLF will provide its by-laws later this week. Their CFO has the file and is currently unavailable.
- 4) Regarding the City requiring financials to lease the space to AGLF for \$1/year for 59 months, for any lease, city staff confirms whether the potential tenant is financially solvent enough to pay the rent. For example, on larger leases, the City uses a 3<sup>rd</sup> party to review a company's financials since that is their proprietary information and generally not to be made public. In this case, the rent is so small at \$1/year, staff determined that it is feasible for AGLF to pay the rent. That said, the City can request financial statements per the lease agreement but AGLF is unable to provide it today on short notice.
- 5) The original contract and the amendment with the Food Bank is attached.
- 6) The Food Bank stopped direct food distribution from the modular trailer at the beginning of the COVID-19 pandemic and continued to use the trailer as office space.
- 7) The Food Bank acquired the trailer through a CDBG grant and it is their responsibility as detailed in the Food Bank's lease with the City.
- 8) The size of the subject property is approximately 7,700 square feet.

Amy Wooldridge, she/her  
Assistant City Manager  
[awooldridge@alamedaca.gov](mailto:awooldridge@alamedaca.gov)  
(510) 747-4709

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**From:** Trish Spencer <tspencer@alamedaca.gov>  
**Sent:** Tuesday, October 3, 2023 10:16 AM  
**To:** Jennifer Ott <jott@alamedaca.gov>; Amy Wooldridge <AWooldridge@alamedaca.gov>; Andrew Thomas <athomas@alamedaca.gov>; Allen Tai <ATai@alamedaca.gov>; Lara Weisiger <lweisiger@alamedaca.gov>

**Cc:** Yibin Shen <yshen@alamedacityattorney.org>

**Subject:** Re: 5-I

Hi all,

I appreciate that I've received a response to my last question on this email.

When may I expect to receive responses to the rest of my questions (i.e., Please confirm that the subject property is part of Jean Sweeney Open Space Park and please provide maps that show the Jean Sweeney Open Space Park boundaries)?

Thank you.

Trish

Trish Herrera Spencer

Councilmember

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**From:** Trish Spencer <[tspencer@alamedaca.gov](mailto:tspencer@alamedaca.gov)>

**Sent:** Monday, October 2, 2023 10:29:47 AM

**To:** Jennifer Ott; Amy Wooldridge; Andrew Thomas; Allen Tai; Lara Weisiger

**Cc:** Yibin Shen

**Subject:** 5-I

Hi all,

As you may recall, I asked at the First Reading (last City Council meeting) whether the modular trailer is on City property and, specifically, part of Jean Sweeney Open Space Park.

At that time, staff said they don't know.

I didn't see that issue discussed in Staff's report for this Second Reading tomorrow.

I believe it is in fact part of Jean Sweeney Open Space Park.

Please confirm that is correct.

Please also provide the maps that show the Jean Sweeney Open Space Park boundaries.

Also, please confirm the date/year the modular container was put on that location, if possible.

Thank you.

Trish

Trish Herrera Spencer  
Councilmember

**Subject:** 5-I

Hi all,

As you may recall, I asked at the First Reading (last City Council meeting) whether the modular trailer is on City property and, specifically, part of Jean Sweeney Open Space Park.

At that time, staff said they don't know.

I didn't see that issue discussed in Staff's report for this Second Reading tomorrow.

I believe it is in fact part of Jean Sweeney Open Space Park.

Please confirm that is correct.

Please also provide the maps that show the Jean Sweeney Open Space Park boundaries.

Also, please confirm the date/year the modular container was put on that location, if possible.

Thank you.

Trish

Trish Herrera Spencer  
Councilmember

## **Amendment to Alameda Food Bank Lease**

This is an Amendment to the Alameda Food Bank Lease entered into on January 31, 1991, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City"), and the ALAMEDA EMERGENCY FOOD, INC. (hereinafter "LESSEE") who agree as follows:

WHEREAS, on January 31, 1991, the CITY and LESSEE entered into a lease of property located at 1900 Thau Way in Alameda, California whereby the CITY leased property to LESSEE to operate a food bank (hereafter "LEASE"); and

WHEREAS, CITY and LESSEE wish to amend the LEASE and have agreed to make moot the provisions that pertain to the mobile modular trailer which is the subject of Exhibit "B" because the trailer will be taken out of service. The terms and conditions governing the LEASE from the time of execution of this Amendment to the end of the remaining period of the LEASE are in effect; and

WHEREAS, the City has programmed Community Development Block Grant funds (Grant funds) for the removal of the old modular trailer and an acquisition of a new mobile modular trailer; and

WHEREAS, the LESSEE will be the owner with full responsibility of the new mobile modular trailer that will be placed on the property located at 1900 Thau Way; and

WHEREAS, the LESSEE will obtain the necessary approvals from the City to install the new trailer in compliance with this agreement and the Amended LEASE; and

NOW, THEREFORE, the PARTIES agree as follows:

SECTION ONE. Paragraph 16 of the lease is amended in its entirety to read as follows:

16. CITY grants LESSEE the right to alter, adjust or modify the leased premises, but only if given written approval by the City Manager or his/her designee prior to the alteration, adjustment or modification. Any and all improvements which become permanent fixtures to the premises shall be the property of CITY effective at termination of this lease, in accordance with California property law. The CITY and LESSEE agree that the mobile modular structure which is the subject matter of Exhibit "B" of the original LEASE shall be taken out of service. LESSEE will be responsible for the removal of the mobile modular structure. Any funds derived from the salvage of the mobile modular structure shall revert to the City. Any new structure brought upon the premises, must receive prior approval of the City, and shall be the property of LESSEE alone. With this understanding, at the time the original mobile modular structure is removed from the leased premises, Exhibit "B" will be deemed moot.

SECTION TWO. Paragraph 22 of the lease is amended in its entirety to read as follows:

22. This lease shall be terminated by LESSEE's failure to honor any of the provisions set forth in this Agreement. Additionally, this lease is terminable at the end of each five year period by either party provided that the party gives six (6) months notice of intent to terminate to the other party and in the case of the CITY that CITY has an adopted plan for Redevelopment. After February 1, 1996, the lease will automatically be renewed at the end of each remaining five year period, unless the CITY has plans to use this property for another specific use in connection with redevelopment and the CITY gives six (6) months notice as provided in this paragraph.

SECTION THREE. At the time the original mobile modular structure is removed from the leased premises, the following provisions will be deemed to have sunsetted and shall not be applicable to the period of time remaining upon this amended lease. Those provisions are as follows:

Paragraphs 13, 14, and 19.

Exhibits "B" and "C".

SECTION FOUR. Except as modified by Sections One, Two and Three of this Amendment set forth above, each and every other provision of the LEASE shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to execute this document on the 20th day of March 2007.

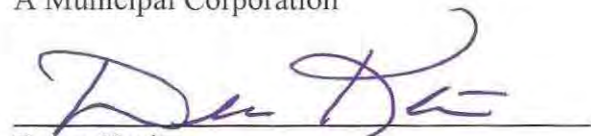
Recommended for Approval:

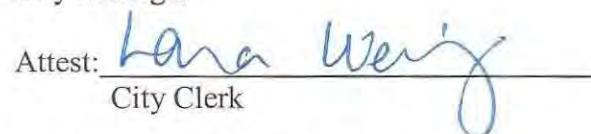
  
Matthew T. Naclerio  
Public Works Director

Approved as to Form:


  
Mohammed Hill  
Assistant City Attorney

CITY OF ALAMEDA  
A Municipal Corporation

  
Debra Kurita  
City Manager

Attest:   
City Clerk

ALAMEDA EMERGENCY FOOD, INC.

 8/20/07  
Neil Rubenstein  
~~Chairperson~~ President

AGREEMENT  
(Alameda Food Bank Lease)

THIS AGREEMENT, made this 31<sup>st</sup> day of January, 1991, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "CITY"), and the ALAMEDA EMERGENCY FOOD, INC (hereinafter "LESSEE"), agrees as follows:

1. CITY is the owner of property located at 1900 Thau Way and consisting generally of 0.239 of an acre, more or less. This property is described in Exhibit A which is attached hereto and incorporated herein by reference.

2. CITY leases to LESSEE and LESSEE leases from CITY what is hereinafter collectively referred to as "premises" and includes the real property described in Exhibit A excluding all areas presently occupied by any roadway, sidewalk or bicycle pathway and the building, equipment and other improvements to be constructed in accordance with Exhibit B, attached hereto and incorporated herein by reference.

3. CITY hereby grants to LESSEE a leasehold interest in premises to operate a food bank. LESSEE shall not use premises for any other purpose.

4. This lease shall commence on February 1, 1991 and shall be of no force and effect prior thereto.

5. The duration of this lease shall be for a maximum twenty-five (25) years from said commencement date (Paragraph 4), and subject to the termination provision (Paragraph 22). The first term shall expire on February 1, 1996 and may be renewed for four additional five year terms in accordance with paragraph 22.

6. LESSEE or CITY shall have the option to renegotiate this lease, with terms and conditions acceptable to both parties, providing that LESSEE or CITY gives sixty (60) days notice of intent thereof.

7. CITY has the option to allow other parties the use of



premises when such use does not interfere with LESSEE's operations. The City Manager or his/her designee and LESSEE shall mutually agree to the terms, conditions and times for such use. Other parties using the premises must comply with the requirements for liability insurance set forth in Paragraph 17 and provide LESSEE a certificate of insurance no later than seven (7) working days prior to use of the premises. Such insurance shall also contain the same type of indemnity and hold harmless clauses in favor of LESSEE as LESSEE'S insurance contains in favor of CITY.

8. LESSEE shall pay to CITY \$1.00 per year beginning on February 1, 1991 and each year on that same date for the following twenty-five (25) years or until termination of the lease.

9. LESSEE agrees to pay for all utility services, including sewer, for premises and maintain refuse collection at all times. Other parties occupying the premises shall be required to reimburse LESSEE for those costs pro rata for the time they occupy the premises.

10. LESSEE agrees to pay all City, County, State or Federal taxes of any type whatsoever relating to the leased premises including but not limited to any buildings, facilities and appurtenances thereon.

11. LESSEE agrees at its own costs and expense, during the term of the agreement, to keep and maintain all premises, including but not limited to structures and excluding landscaping, operated by it under this agreement, in good order and repair; except that CITY will be responsible for uses and maintenance by other lessees of the premises who may be allowed by CITY to use this facility.

12. CITY reserves the right to inspect the operations and maintenance of the premises at any reasonable time.

13. LESSEE shall submit an annual report to the City Manager or his/her designee, summarizing the numbers and results of direct client services. Reports shall include information so that the City may verify that at least 51% of clients reside in low- and moderate-income households.

14. Records shall be maintained for no less than three (3)



years from the submission of each annual report and in sufficient detail as to verify such reports. On-site monitoring of the LESSEE may be conducted as appropriate, with prior notice, to review program records.

15. LESSEE shall notify CITY in writing of any changes in its organizational by-laws, personnel (paid staff) and/or Board of Directors.

16. CITY grants LESSEE the right to modify and remodel premises, but only if approved by the City Manager or his/her designee prior to installation. Any and all improvements which become permanent fixtures shall be the property of CITY effective at termination of lease, in accordance with California property law."

17. On or before the commencement of the term of this agreement, LESSEE shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Paragraphs 17A, B, C and D. Such certificates, which do not limit LESSEE'S indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be cancelled or coverage reduced before the expiration date thereof, the insurer afforded coverage shall provide thirty (30) days' advance notice to the City of Alameda by certified mail, Attention: City Clerk." It is agreed that LESSEE shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

A. COVERAGE:

LESSEE shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Comprehensive general coverage in the following

minimum limits:

Bodily Injury:	\$1,000,000. each occurrence
	\$2,000,000. aggregate products/ completed operations
	\$1,000,000 aggregate - all other (if applicable)
Property Damage:	\$100,000 each occurrence \$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000. will be considered equivalent to the required minimum limits shown above.

B. SUBROGATION WAIVER:

LESSEE agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, that LESSEE shall look solely to its insurance for recovery. LESSEE hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either LESSEE or City with respect to the services of LESSEE herein, a waiver of any right to subrogation which any such insurer of said LESSEE may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If LESSEE at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the LESSEE'S name or as an agent of the LESSEE and shall be compensated by the LESSEE for the costs of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid.

D. ADDITIONAL INSURED:

City, its City Council, Boards and Commissions, officers, and

employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

18. LESSEE shall maintain all equipment and conduct all operations in a safe and orderly manner and shall, at the request of the City Manager or his/her designee, withdraw from using any equipment or cease any operations deemed to be unsafe or detrimental for use by or to the public.

19. LESSEE shall comply with all laws, state or federal, and all ordinances, rules and regulations enacted or issued by CITY and including the Special Federal Conditions which apply to the use of CDBG Entitlement funds. The Special Federal Conditions are attached hereto as Exhibit C and incorporated by this reference.

20. In the event of claims or suits by third parties, LESSEE shall indemnify and hold harmless CITY, its City Council, boards and commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merits or outcome of any such claim or suit, arising from or in any manner connected to LESSEE'S negligent performance of services or work conducted or performed pursuant to this agreement.

21. The prevailing party in any action or proceeding to enforce any provision of this lease shall be awarded reasonable attorneys' fees and costs incurred in that action or proceeding.

22. This lease shall be terminated by LESSEE'S failure to honor any of the provisions set forth in this agreement. Additionally, this lease is terminable at the end of each five year

period by either party provided that the party gives nine (9) months notice of intent to terminate to the other party and in the case of the CITY that CITY has an adopted plan for Redevelopment. If CITY exercises this termination option on or before February 1, 1996, CITY shall, at its own expense, relocate LESSEE. After February 1, 1996, the lease will automatically be renewed at the end of each remaining five year period, unless the City has plans to use this property for another specific use in connection with redevelopment.

IN WITNESS WHEREOF, the parties agree to execute this document on the 31<sup>st</sup> day, January, 1991.

Recommended for Approval:

Robert L. Warnick

Approved as to form:

Carol A. Korade  
City Attorney

CITY OF ALAMEDA, a municipal corporation

By William C. Porto

Attest: Patricia Albright  
Deputy City Clerk

LESSEE:

Jim Farny  
President, Board of Directors  
Alameda Emergency Food, Inc.



EXHIBIT A

LEGAL DESCRIPTION - PROPOSED FOOD BANK PARCEL  
EAST OF CONSTITUTION WAY, SOUTH OF ATLANTIC AVENUE

Real property in the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of Tract 30, as shown on the map entitled, "Map of Alameda Marsh Land, as partitioned among the owners thereof, in the suit numbered 8923 and entitled, 'Pacific Improvement Company, plaintiff, vs. James A. Waymire, et al., defendants, Superior Court of Alameda County, State of California, '" filed for record July 30, 1900, in Book 25 of Maps, at page 74, Records of Alameda County, California, further described as follows:

Commencing at the certain granite monument, designated as "11½" lying on the segregation line as shown on the "Official resurvey of the segregation line and vicinity," filed August 13, 1951, in Book 3 of Surveys by licensed surveyors, at page 16, Alameda County Records, said monument having coordinates; Y=470,611.66, X=1,487,425.99 based on the California coordinate system, zone III, as are all bearings and distances in this description;

Thence South 83°10'28", East 57.69 feet along said segregation line to a point on the Easterly right of way line of the Southern Pacific Company, said point being the Southwestern corner of said tract 30, said point also being the true point of beginning;

Thence North 4°46'53" West, 223.93 feet along said Easterly right of way line to a point on a nontangent curve concave to the Northeast, having a radius of 527.68 feet (a radial line to said point bears South 61°51'24" West);

Thence South Easterly along the arc of said curve 120.59 feet, through a central angle of 13°05'39";

Thence South 4°46'53" East, 131.95 feet more or less to a point on said segregation line;

Thence North 83°10'28" West, 61.25 feet along said segregation line to the beginning.

Containing 0.239 of an acre, more or less.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

Nondiscrimination Based on Handicap (24 CFR 8)

These regulations implement Section 504 of the Rehabilitation Act of 1973, as amended, as cited in Section 109 of the Housing and Community Development Act.

The LESSEE'S program must be operated so that, when viewed in its entirety, it is readily accessible to and usable by individuals with handicaps. LESSEE is required to make reasonable accommodations (ie. adaptations of the facility, program or service) which will allow a qualified individual with handicaps to participate. However, LESSEE is not required to take any action which can be demonstrated to impose an undue financial and administrative burden.

Political Activity

In accordance with Section 570.207(a)(3), the premises shall not be used for any partisan political activity, or to further the election or defeat of any candidate for any public office.



## EXHIBIT B

### BUILDING AND OTHER IMPROVEMENTS

The CITY agrees to supply a either a new or rehabilitated 24' x 60' mobile modular structure which meets the requirements of the Uniform Federal Accessibility Standards, 1984 (41 CFR 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The engineer or architect responsible for such design, construction or alteration shall certify compliance with the above standards. In resolving any conflict between the accessibility standards cited above, the more stringent standard shall apply.

The CITY agrees to landscape the property.

The CITY agrees to pave the property.

The CITY agrees to provide utility, including sewer hookups

EXHIBIT C  
SPECIAL FEDERAL CONDITIONS

Eligibility and Benefit

CITY is a participant in the Community Development Block Grant Program (CDBG) authorized under the Housing and Community Development Act of 1974, as amended, and has determined there is a citywide need for distributing emergency food for low- and moderate-income persons and families. CITY has programmed funds from FY 1988-89 and FY 1990-91 CDBG Entitlements for the purpose of acquiring the premises to store and distribute emergency food, an eligible use of funds under Section 570.201 (a).

LESSEE agrees to meet the national objective of benefitting low- and moderate-income persons per Section 570.208 (a), by providing emergency food to households at least 51% of which have incomes at or below 80% of the median income for the San Francisco/Oakland SMSA as established by the Department of Housing and Urban Development Section 8 Program.

Civil Rights/Equal Opportunity

This agreement is subject to laws concerning Civil Rights and Equal Opportunity including but not limited to:

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G.M. Moore

AGREEMENT  
(Alameda Food Bank Lease)

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1. CITY is the owner of property located at 1900 Thau Way and consisting generally of 0.239 of an acre, more or less. This property is described in Exhibit A which is attached hereto and incorporated herein by reference.

2. CITY leases to LESSEE and LESSEE leases from CITY what is hereinafter collectively referred to as "premises" and includes the real property described in Exhibit A excluding all areas presently occupied by any roadway, sidewalk or bicycle pathway and the building, equipment and other improvements to be constructed in accordance with Exhibit B, attached hereto and incorporated herein by reference.

3. CITY hereby grants to LESSEE a leasehold interest in premises to operate a food bank. LESSEE shall not use premises for any other purpose.

4. This lease shall commence on February 1, 1991 and shall be of no force and effect prior thereto.

5. The duration of this lease shall be for a maximum twenty-five (25) years from said commencement date (Paragraph 4), and subject to the termination provision (Paragraph 22). The first term shall expire on February 1, 1996 and may be renewed for four additional five-year terms in accordance with paragraph 22.

6. LESSEE or CITY shall have the option to renegotiate this lease, with terms and conditions acceptable to both parties, providing that LESSEE or CITY gives sixty (60) days notice of intent thereof.

7. CITY has the option to allow other parties the use of

Post-It® Fax Note	7671	Date	1 of 1 pages
To TOM MATHEWS		From DICK RUBICONI	
Company RUBICONI		Co. CITY OF ALAMEDA	
Phone #		Phone #	
Fax # SW-235-2025		Fax #	

Re: Reports #1-A CC

2-5-91



premises when such use does not interfere with LESSEE's operations. The City Manager or his/her designee and LESSEE shall mutually agree to the terms, conditions and times for such use. Other parties using the premises must comply with the requirements for liability insurance set forth in Paragraph 17 and provide LESSEE a certificate of insurance no later than seven (7) working days prior to use of the premises. Such insurance shall also contain the same type of indemnity and hold harmless clauses in favor of LESSEE as LESSEE'S insurance contains in favor of CITY.

8. LESSEE shall pay to CITY \$1.00 per year beginning on February 1, 1991 and each year on that same date for the following twenty-five (25) years or until termination of the lease.

9. LESSEE agrees to pay for all utility services, including sewer, for premises and maintain refuse collection at all times. Other parties occupying the premises shall be required to reimburse LESSEE for those costs pro rata for the time they occupy the premises.

10. LESSEE agrees to pay all City, County, State or Federal taxes of any type whatsoever relating to the leased premises including but not limited to any buildings, facilities and appurtenances thereon.

11. LESSEE agrees at its own costs and expense, during the term of the agreement, to keep and maintain all premises, including but not limited to structures and excluding landscaping, operated by it under this agreement, in good order and repair; except that CITY will be responsible for uses and maintenance by other lessees of the premises who may be allowed by CITY to use this facility.

12. CITY reserves the right to inspect the operations and maintenance of the premises at any reasonable time.

13. LESSEE shall submit an annual report to the City Manager or his/her designee, summarizing the numbers and results of direct client services. Reports shall include information so that the City may verify that at least 51% of clients reside in low- and moderate-income households.

14. Records shall be maintained for no less than three (3)

years from the submission of each annual report and in sufficient detail as to verify such reports. On-site monitoring of the LESSEE may be conducted as appropriate, with prior notice, to review program records.

15. LESSEE shall notify CITY in writing of any changes in its organizational by-laws, personnel (paid staff) and/or Board of Directors.

16. CITY grants LESSEE the right to modify and remodel premises, but only if approved by the City Manager or his/her designee prior to installation. Any and all improvements which become permanent fixtures shall be the property of CITY effective at termination of lease, in accordance with California property law.

17. On or before the commencement of the term of this agreement, LESSEE shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Paragraphs 17A, B, C and D. Such certificates, which do not limit LESSEE'S indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be cancelled or coverage reduced before the expiration date thereof, the insurer afforded coverage shall provide thirty (30) days' advance notice to the City of Alameda by certified mail, Attention: City Clerk." It is agreed that LESSEE shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

A. COVERAGE:

LESSEE shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Comprehensive general coverage in the following



minimum limits:

Bodily Injury:	\$1,000,000. each occurrence
	\$2,000,000. aggregate products/ completed operations
	\$1,000,000 aggregate - all other (if applicable)
Property Damage:	\$100,000 each occurrence \$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000. will be considered equivalent to the required minimum limits shown above.

B. SUBROGATION WAIVER:

LESSEE agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, that LESSEE shall look solely to its insurance for recovery. LESSEE hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either LESSEE or City with respect to the services of LESSEE herein, a waiver of any right to subrogation which any such insurer of said LESSEE may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If LESSEE at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the LESSEE'S name or as an agent of the LESSEE and shall be compensated by the LESSEE for the costs of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid.

D. ADDITIONAL INSURED:

City, its City Council, Boards and Commissions, officers, and



employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

18. LESSEE shall maintain all equipment and conduct all operations in a safe and orderly manner and shall, at the request of the City Manager or his/her designee, withdraw from using any equipment or cease any operations deemed to be unsafe or detrimental for use by or to the public.

19. LESSEE shall comply with all laws, state or federal, and all ordinances, rules and regulations enacted or issued by CITY and including the Special Federal Conditions which apply to the use of CDBG Entitlement funds. The Special Federal Conditions are attached hereto as Exhibit C and incorporated by this reference.

20. In the event of claims or suits by third parties, LESSEE shall indemnify and hold harmless CITY, its City Council, boards and commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merits or outcome of any such claim or suit, arising from or in any manner connected to LESSEE'S negligent performance of services or work conducted or performed pursuant to this agreement.

21. The prevailing party in any action or proceeding to enforce any provision of this lease shall be awarded reasonable attorneys' fees and costs incurred in that action or proceeding.

22. This lease shall be terminated by LESSEE'S failure to honor any of the provisions set forth in this agreement. Additionally, this lease is terminable at the end of each five year

period by either party provided that the party gives nine (9) months notice of intent to terminate to the other party and in the case of the CITY that CITY has an adopted plan for Redevelopment. If CITY exercises this termination option on or before February 1, 1996, CITY shall, at its own expense, relocate LESSEE. After February 1, 1996, the lease will automatically be renewed at the end of each remaining five year period, unless the City has plans to use this property for another specific use in connection with redevelopment.

IN WITNESS WHEREOF, the parties agree to execute this document on the 31<sup>st</sup> day, January, 1991.

Recommended for Approval:

Robert L. Warrick

Approved as to form:

Carol A. Korade  
City Attorney

CITY OF ALAMEDA, a municipal corporation

By William C. Norton

Attest, Patricia Calhoun  
Deputy City Clerk

LESSEE:

Jim Leary



EXHIBIT A

LEGAL DESCRIPTION - PROPOSED FOOD BANK PARCEL  
EAST OF CONSTITUTION WAY, SOUTH OF ATLANTIC AVENUE

Real property in the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of Tract 30, as shown on the map entitled, "Map of Alameda Marsh Land, as partitioned among the owners thereof, in the suit numbered 8923 and entitled, 'Pacific Improvement Company, plaintiff, vs. James A. Waymire, et al., defendants, Superior Court of Alameda County, State of California,' filed for record July 30, 1900, in Book 25 of Maps, at page 74, Records of Alameda County, California, further described as follows:

Commencing at the certain granite monument, designated as "11½" lying on the segregation line as shown on the "Official resurvey of the segregation line and vicinity," filed August 13, 1951, in Book 3 of Surveys by licensed surveyors, at page 16, Alameda County Records, said monument having coordinates; Y=470,611.66, X=1,487,425.99 based on the California coordinate system, zone III, as are all bearings and distances in this description;

Thence South 83°10'28" East 57.69 feet along said segregation line to a point on the Easterly right of way line of the Southern Pacific Company, said point being the Southwestern corner of said tract 30, said point also being the true point of beginning;

Thence North 4°46'53" West, 223.93 feet along said Easterly right of way line to a point on a nontangent curve concave to the Northeast, having a radius of 527.68 feet (a radial line to said point bears South 61°51'24" West);

Thence South Easterly along the arc of said curve 120.59 feet, through a central angle of 13°05'39";

Thence South 4°46'53" East, 131.95 feet more or less to a point on said segregation line;

Thence North 83°10'28" West, 61.25 feet along said segregation line to the beginning.

Containing 0.239 of an acre, more or less.

## EXHIBIT B

### BUILDING AND OTHER IMPROVEMENTS

The CITY agrees to supply a either a new or rehabilitated 24' x 60' mobile modular structure which meets the requirements of the Uniform Federal Accessibility Standards, 1984 (41 CFR 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The engineer or architect responsible for such design, construction or alteration shall certify compliance with the above standards. In resolving any conflict between the accessibility standards cited above, the more stringent standard shall apply.

The CITY agrees to landscape the property.

The CITY agrees to pave the property.

The CITY agrees to provide utility, including sewer hookups



EXHIBIT C  
SPECIAL FEDERAL CONDITIONS

Eligibility and Benefit

CITY is a participant in the Community Development Block Grant Program (CDBG) authorized under the Housing and Community Development Act of 1974, as amended, and has determined there is a citywide need for distributing emergency food for low- and moderate-income persons and families. CITY has programmed funds from FY 1988-89 and FY 1990-91 CDBG Entitlements for the purpose of acquiring the premises to store and distribute emergency food, an eligible use of funds under Section 570.201 (a).

LESSEE agrees to meet the national objective of benefitting low- and moderate-income persons per Section 570.208 (a), by providing emergency food to households at least 51% of which have incomes at or below 80% of the median income for the San Francisco/Oakland SMSA as established by the Department of Housing and Urban Development Section 8 Program.

Civil Rights/Equal Opportunity

This agreement is subject to laws concerning Civil Rights and Equal Opportunity including but not limited to:

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

Nondiscrimination Based on Handicap (24 CFR 8)

These regulations implement Section 504 of the Rehabilitation Act of 1973, as amended, as cited in Section 109 of the Housing and Community Development Act.

The LESSEE'S program must be operated so that, when viewed in its entirety, it is readily accessible to and usable by individuals with handicaps. LESSEE is required to make reasonable accommodations (ie. adaptations of the facility, program or service) which will allow a qualified individual with handicaps to participate. However, LESSEE is not required to take any action which can be demonstrated to impose an undue financial and administrative burden.

Political Activity

In accordance with Section 570.207(a)(3), the premises shall not be used for any partisan political activity, or to further the election or defeat of any candidate for any public office.



## Amendment to Alameda Food Bank Lease

This is an Amendment to the Alameda Food Bank Lease entered into on January 31, 1991, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "CITY"), and the ALAMEDA EMERGENCY FOOD, INC. (hereinafter "LESSEE") who agree as follows:

WHEREAS, on January 31, 1991, the CITY and LESSEE entered into a lease of property located at 1900 Thau Way in Alameda, California whereby the CITY leased property to LESSEE to operate a food bank (hereinafter "LEASE"); and

WHEREAS, CITY and LESSEE wish to amend the LEASE as regards to notice required for termination.

NOW, THEREFORE, the PARTIES agree as follows:

SECTION ONE. Paragraph 22 of the LEASE is amended in its entirety to read as follows:

22. This lease shall be terminated by LESSEE's failure to honor any of the provisions set forth in this agreement. Additionally, this lease is terminable at the end of each five year period by either party provided that the party gives six (6) months notice of intent to terminate to the other party and in the case of the CITY that CITY has an adopted plan for Redevelopment. After February 1, 1996, the lease will automatically be renewed at the end of each remaining five year period, unless the CITY has plans to use this property for another specific use in connection with redevelopment or the CITY gives six (6) months notice as provided in this paragraph.

SECTION TWO. Except as modified by Section One of this Amendment, each and every other provision of the LEASE shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to execute this document on the day of January, 2001.

Recommended for Approval:

CITY OF ALAMEDA, a municipal  
Corporation

By \_\_\_\_\_

Approved as to form

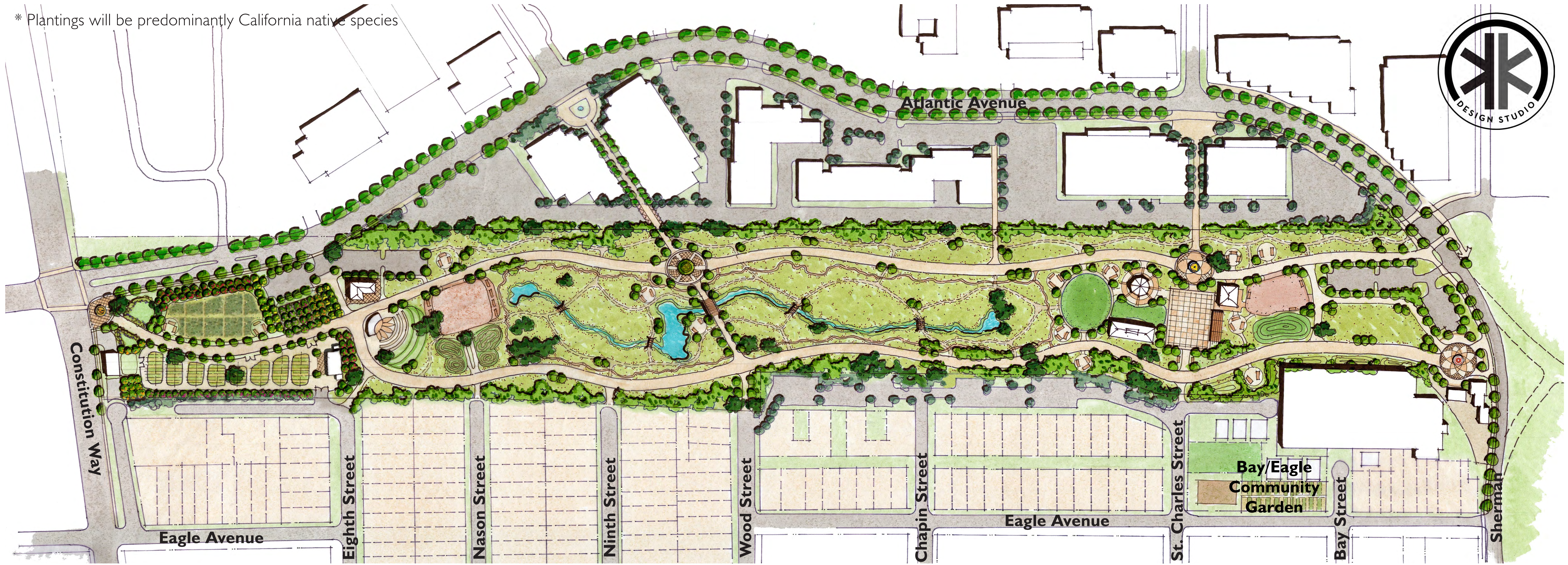
ALAMEDA EMERGENCY FOOD,  
INC.

By \_\_\_\_\_

Attest:



\* Plantings will be predominantly California native species



## Key

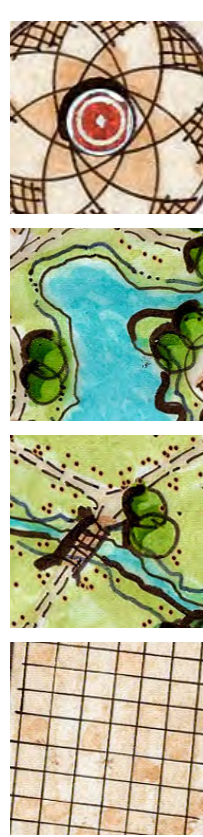


Fruit Tree Orchard

Existing Oak Trees

Park Structure

1 Mile Trail & Bike Loop

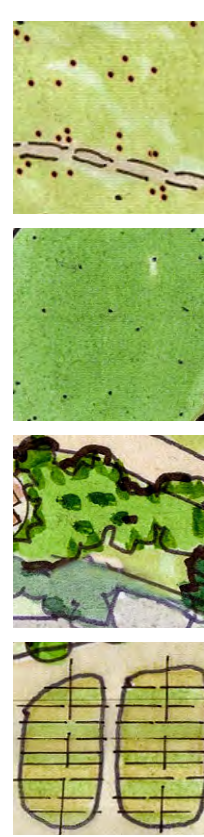


Public Art

Water & Dry Creek

Foot Bridge

Plaza or Special Paving



Natural Landscape

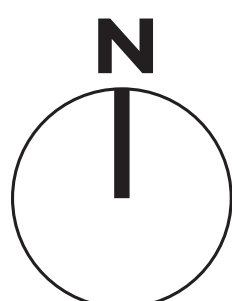
Lawn Area

Existing Vegetation

Community Garden

## Masterplan

# ALAMEDA JEAN SWEENEY OPEN SPACE PARK



1 min. Walk

0 125 250 500'

1" = 125' SCALE

1ac



© 2014 KK Design Studio



**From:** [Trish Spencer](#)  
**To:** [Lara Weisiger](#)  
**Subject:** Fw: follow up on All Good Living questions  
**Date:** Tuesday, October 3, 2023 10:01:48 AM  
**Attachments:** [1992-06-02 Measure C.pdf](#)  
[FinalLetter\\_84-2883326\\_ALLGOODLIVINGFOUNDATIONINC\\_09302020\\_00 \(1\).tif](#)

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**From:** Amy Wooldridge  
**Sent:** Monday, October 2, 2023 5:51 PM  
**To:** Trish Spencer  
**Cc:** Jennifer Ott; Yibin Shen  
**Subject:** follow up on All Good Living questions

Hello Councilmember Herrera Spencer,

This is to provide answers to the questions you raised in our discussion today about the All Good Living lease agreement.

- The original ballot measure language you requested is attached (Lara may have also sent it to you earlier today)
- The existing modular trailer was installed in 2007. I confirmed these trailers generally have a lifespan of 25 – 30 years.
- The lease with All Good Living requires that they maintain the trailer, property around it and parking lot in a neat and clean condition. Staff spoke with them today and they intend to paint the trailer and want to generally beautify the trailer and area around it.
- I confirmed that as a new tenant, a new Certificate of Occupancy is required. This means that a Building Inspector would inspect the trailer, including the interior, to confirm it meets CA Building Code, for example fire code, ADA access, utilities and HVAC
- I confirmed that All Good Living is a 501c3 as recognized by the IRS. Their non-profit determination letter is attached.
- Below is the list we received regarding the sports equipment All Good Living has donated to date and the organizations they donated to:

1. Chess sets (200 sets)
2. Lacrosse equipment (20 sticks)
3. Basketballs (300 Balls)
4. Golf equipment (40 Clubs/20 shoes)
5. Baseball/Softball equipment (40 gloves and bats)

**Places receiving the donations:**

1. Alameda County McKinney Vento students



COUNTY OF ALAMEDA

# **Sample Ballot**

& Voter Information Pamphlet  
AMERICAN INDEPENDENT PARTY  
**Consolidated Primary Election**  
**Tuesday, June 2, 1992**

THE LOCATION OF YOUR  
POLLING PLACE  
IS SHOWN ON BACK COVER

TAKE THIS SAMPLE BALLOT TO THE POLLS  
AND PREMARK IT TO AVOID DELAY

POLLS OPEN AT 7 A.M. AND CLOSE AT 8 P.M.

**NOTICE: Absent Voter Ballot Application On Back Cover**

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# **Muestra de Balota**

y Folleto de Información para el Votante  
PARTIDO INDEPENDIENTE AMERICANO  
**Elección Primaria Consolidada**  
**martes, 2 de junio de 1992**

EL LUGAR DONDE DEBE  
USTED VOTAR

APARECE EN LA CUBIERTA POSTERIOR

**PARA EVITAR DEMORAS, MARQUE ESTA MUESTRA DE  
BALOTA DE ANTEMANO Y TRÁIGALA CUANDO VENGA AL  
LUGAR DE VOTACIÓN EL DÍA DE LAS ELECCIONES.**

LAS ELECCIONES EMPIEZAN A LAS 7 A.M. Y TERMINAN A LAS 8 P.M.

**AVISO: La Solicitud para Balota de Votante Ausente aparece  
en la cubierta posterior**

The proposed ballot measure would amend the City Charter to consolidate future General Municipal Elections with Statewide November General Elections. Statewide November General Elections are held in November of each even-numbered year. If this ballot measure is passed, the City's General Municipal Elections would be held on the same day as the Statewide General Elections, which is in November of each even-numbered year.

If passed, the terms of the current Mayor and members of the City Council and members of the Board of Education would be shortened by approximately 4 to 5 months. The next General Municipal Election would be held in November, 1992 instead of March, 1993. Subsequent elections would be held every 2 years and subsequent elected officials would serve their full term.

The Registrar of Voters estimates that the consolidation proposed by this ballot measure could provide the City of Alameda with a 25% to 45% cost savings. Recent General Municipal Elections have cost approximately \$40,000 to \$45,000.

s/CAROL KORADE  
City Attorney  
City of Alameda

**No arguments submitted for or against Measure B.**

**PROPOSED CHARTER AMENDMENT OF THE CITY OF ALAMEDA**

<b>C</b> MEASURE C: Shall the City Charter of the City of Alameda be amended to prohibit sale or alienation of public parks and recreational lands, including Alameda Golf Complex, unless authorized by majority vote of the electors; except the City Council may lease or grant concessions, permits, licenses, or easements in any public park or recreational land and may sell any public park or recreational land if it is replaced with a facility of comparable size and utility?	YES
	NO

**FULL TEXT OF MEASURE C**

Section 22-12. Notwithstanding any other provisions of this Charter to the contrary, the public parks of the City shall not be sold or otherwise alienated except pursuant to the affirmative votes of the majority of the electors voting on such a proposition; except that the City Council may (a) lease or grant concessions or privileges in public parks or any portion thereof or building or structure situated therein, or (b) grant permits, licenses or easements for street, utility or any other purposes in public parks or any portion thereof or building or structure situated therein, or (c) sell or dispose of public parks or any portion thereof if, after a public hearing or hearings in each case, the City Council determines that another new public park has been or will be designated by the City Council for public park purposes and opened to the public for public park purposes. The City Council shall determine that said "new public park" is of comparable size and utility and serves the same service area with substantially the same amenities and improvements. As used herein "public parks" means any and all lands of the City which have been or will be designated by City Council for public park purposes and/or recreational uses and opened to the public for public park purposes and/or recreational uses. "Public parks" also includes the Alameda Golf Complex.

## CITY ATTORNEY'S IMPARTIAL ANALYSIS OF MEASURE C

This ballot measure will amend the Alameda City Charter to prohibit, with certain specified exceptions, the sale or alienation of public parks without a majority vote of the City electors who vote on the issue. Public parks are defined to include the Chuck Corica Golf Complex (formerly Alameda Golf Complex) and other land designated and open to the public for public park purposes and/or recreational uses. Recreational uses are facilities such as boating facilities. Passive parks, such as Towata Park, are considered public parks. Open space, such as the Portola Triangle, is not included in the definition of public park. Alienation is a broad term covering various forms of transferring property.

The specified exceptions are the following. Leases, such as the swimming pool leases, would be permitted without a vote of the electors under the provision allowing the City Council to grant leases, concessions or privileges to use public parks. Similarly, permits, licenses and easements for street, utility and other purposes would be allowed without a vote of the electors. Public parks could be sold without a vote of the electors only if certain conditions are met. The conditions would require that the City Council hold one or more public hearings and determine that there will be another new public park as a replacement. The City Council would have to find that the replacement park be (1) designated for public park purposes, (2) open for public park purposes, (3) of comparable size and utility, and (4) of service to the same service area with substantially the same amenities and improvements.

The current Charter restriction on the sale or lease of public parks is that four Councilmembers must vote for the sale or lease. Other laws and deed restrictions may also restrict or condition the sale or lease of public parks.

This measure may result in restricting the City's ability to finance projects by mortgage-type mechanisms such as sale-leaseback or asset transfer financing.

s/CAROL KORADE  
City Attorney  
City of Alameda

## ARGUMENT IN FAVOR OF MEASURE C

Alamedans have the opportunity to protect their precious public parks and environment for generations to come with the passage of Measure C. This measure is the most important piece of legislation to come before Alameda voters since the passage of Measure "A" in 1972 which saved our precious victorian homes, historic buildings and heritage. Simply put, Measure C will take out of the hands of politicians the ability to sell any of our precious public parks, golf courses and boating facilities and put it in the hands of you, the people. Only you, the citizen and taxpayer, would be able to sell it. This is your land. This is your public park. This should be yours to decide. Taxpayers throughout California have been appalled and outraged by immense selling of public parks. Let's not fool ourselves, it could happen here someday. Alameda is a most unique recreational community. Established in 1906, its City Recreation and Park Department is the sixth oldest in the State of California. Our forefathers had the vision to leave us a legacy of outstanding recreational facilities. Let us do the same for our children and grandchildren. We have the chance, now, to make history. The preservation of our beautiful public parks should be a top priority of all Alamedans. The choice is yours. The time is now. Vote YES on Measure C.

s/"Lil" Arnerich  
Alameda Councilman  
s/Paul Aragon  
Former Golf Commissioner  
s/Don Sherratt  
Former Recreation Commissioner

s/Chuck Corica  
Former Mayor  
s/Mike Janvier  
Educator

**No argument submitted against Measure C.**



2. Alameda Unified School District
3. Academy of Alameda
4. NEA/Alameda Community Learning Center
5. Building Futures
6. Alameda Point Collaborative
7. Chuck Corica programs
8. Oakland Unified School District
9. San Lorenzo School district
10. Fremont School district

Thank you,  
Amy

Amy Wooldridge, she/her  
Assistant City Manager  
[awooldridge@alamedaca.gov](mailto:awooldridge@alamedaca.gov)  
(510) 747-4709



**Department of the Treasury**  
**Internal Revenue Service**  
**Tax Exempt and Government Entities**  
P.O. Box 2508  
Cincinnati, OH 45201

ALL GOOD LIVING FOUNDATION INC  
2332 ALAMEDA AVE  
ALAMEDA, CA 94501-0000

**Date:**  
12/16/2020  
**Employer ID number:**  
84-2883326  
**Person to contact:**  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500  
**Accounting period ending:**  
December 31  
**Public charity status:**  
509(a)(2)  
**Form 990 / 990-EZ / 990-N required:**  
Yes  
**Effective date of exemption:**  
July 22, 2019  
**Contribution deductibility:**  
Yes  
**Addendum applies:**  
No  
**DLN:**  
26053676002050

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements