

TO: James L. App, City Manager

FROM: Ann Robb, Director of Library and Recreation Services

SUBJECT: Community Demonstration Garden

DATE: December 7, 2010

NEEDS: For City Council to consider extending a Letter of Agreement between the City and Transitions Paso Robles Food Group (TPRFG) for a community garden.

Facts:

1. In October, 2009, City Council entered into a one year agreement with TPRFG in which TPRFG designed, built, administered and maintained a community demonstration garden at Centennial Park.
2. The garden demonstrates to the public how to convert existing lawn into food production. It incorporates water conservation, healthy food production, and community interaction. It models best gardening practices, planting for our local climate, self sufficiency, and sustainability. A portion of the food produced is donated to the Food Bank Coalition of San Luis Obispo County.
3. TPRFG has committed to continuing the arrangement. In addition, the Food Bank has offered to partner in the effort and provide additional volunteers.

**ANALYSIS &
CONCLUSION:**

The recently established garden at Centennial Park incorporates a number of positive practices including water conservation and healthy food production. It serves to demonstrate to the public how they can adopt environmentally sound practices in their own home yards. It helps feed our local low income residents. It provides opportunities for socialization, education, intergenerational understanding and civic pride. An extension of the agreement will continue this public benefit.

POLICY

REFERENCE: Resolution # 09-132 establishing a community demonstration garden.

FISCAL

IMPACT: Project is funded by volunteers and donors associated with TPRFG.

OPTIONS:

- a. Adopt Resolution # 10-xxx, extending the length of the Community Demonstration Garden project for an additional year.
- b. Amend, modify, or reject the above option.

RESOLUTION NO. 10-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL PASO DE ROBLES AUTHORIZING AN AGREEMENT
WITH TRANSITIONS PASO ROBLES FOOD GROUP
AND FOOD BANK COALITION OF SAN LUIS OBISPO COUNTY
FOR A COMMUNITY DEMONSTRATION GARDEN

WHEREAS, the City, through its Library and Recreation Services Department (LRS) and Public Works Department (PW) is interested in demonstrating water conservation techniques, developing community gardens, and providing food to the hungry; and

WHEREAS, Transitions Paso Robles Food Group (TPRFG) has offered continue to administer the demonstration community garden at Centennial Park for an additional one year period; and

WHEREAS, the Food Bank Coalition of San Luis Obispo County (Food Bank) has offered to participate by providing volunteers to help sustain the garden; and

WHEREAS, a community demonstration garden promotes responsible use of water, planting appropriate for the Paso Robles climate, and intergenerational community interaction; and

WHEREAS, at least 20% of the garden harvest is donated to the Food Bank;

THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AS FOLLOWS:

SECTION 1. That the City Council authorizes the City Manager to enter into a license agreement with TPRFG and the Food Bank, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, to continue to maintain and administer the 3500 square foot Community Demonstration Garden at Centennial Park.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 7th day of December, 2010, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

**LICENSE AGREEMENT BETWEEN THE
CITY OF EL PASO DE ROBLES AND
TRANSITION PASO ROBLES FOOD GROUP AND
FOOD BANK COALITION OF SAN LUIS OBISPO COUNTY
FOR COMMUNITY GARDEN PROJECT**

THIS AGREEMENT, made and entered into this 16th day of November, 2010, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, hereinafter called "CITY", TRANSITION PASO ROBLES FOOD GROUP, a community interest group, hereinafter called "TPRFG", and FOOD BANK COALITION OF SAN LUIS OBISPO COUNTY, herein after called "FOOD BANK"

WITNESSETH

WHEREAS, the CITY, through its Library and Recreation Services Department (LRS) and Public Works Department (PW), TPRFG, and FOOD BANK are mutually interested in demonstrating water conservation techniques, developing community gardens, and providing food to the hungry; and

WHEREAS, during a one year period beginning in November, 2009, TPRFG designed, built, administered and maintained a demonstration community garden (the "Project"); and

WHEREAS, the one year project resulted in a garden that provides educational and hands-on opportunities for the community, as well as food for local families in need; and

WHEREAS, the FOOD BANK has offered to participate as a formal partner in the effort;

NOW, THEREFORE, the CITY and TPRFG agree as follows:

Section 1. DEMONSTRATION GARDEN: The CITY agrees to allow TPRFG and FOOD BANK to continue to use an approximately 3500 square foot area (the "Site") located between public restrooms and pavilion at Centennial Park, 600 Nickerson Drive, Paso Robles, CA 93446, for the Project under the terms and conditions set forth in this Agreement. The Site is identified on the map attached hereto as Exhibit A and incorporated herein by reference.

Section 2. LENGTH OF AGREEMENT: The term of this Agreement will be for a period of one year beginning December 7, 2010 and terminating December 6, 2011.

Section 3. TPRFG RESPONSIBILITIES: TPRFG agrees to:

1. Continue maintaining the garden Site to demonstrate lawn-to-food conversion. Order, purchase, or solicit donations for, all materials necessary to prepare the area, build and plant the garden. Provide labor and organize work crews necessary

- for preparation. Secure the area through fencing or other means approved by the City to protect the garden from animals and vandalism.
2. Administer the garden in a manner that demonstrates community interaction, healthy food production and water conservation techniques. Provide labor and organize work crews. Train all participants in safe methods of gardening including proper use of tools. Obtain registration form and signed waiver and release, in a form approved by City, from each participant in Project. Provide a monthly work schedule and activities calendar to LRS. Order, purchase, or solicit donations for all materials to administer and maintain the garden. Keep the garden area clean and free of garbage and debris. Store tools and equipment in an orderly, safe and secure manner.
 3. Obtain the prior approval of CITY for any visual or structural changes to the garden area, through the CITY designated contact. Request for approval will include a list of materials to be used and approval should be obtained prior to purchasing. Ascertain location of existing sprinkler pipes prior to digging in order to avoid damage to existing sprinkler system. City approval may include conditions, such as scheduling a time for the work to be done. LRS may determine that certain proposed projects will require additional approvals from the Parks and Recreation Advisory Committee, Planning Commission, and/or City Council.
 4. Work with CITY staff to develop approved set of rules and guidelines for participants.
 5. Donate at least 20% of garden production to the Food Bank Coalition of San Luis Obispo County. Deliver or arrange for delivery of food to Food Bank warehouse in Paso Robles.
 6. Notify CITY designated contact person in a timely manner of any water leaks or system malfunctions, or other issues that indicate the garden may be in need of CITY attention.
 7. Allow CITY to take and use photographs, video, or other records of the demonstration garden and participants for publicity or other purposes. Photos, video or other records remain property of CITY.
 8. Upon execution of this Agreement, pay CITY ONE DOLLAR (\$1.00) per year for the right to use the Site for the duration of this Agreement.
 9. Prior to or upon the expiration of this Agreement, review and consider options to continue, expand, reduce and/or discontinue the project.
 10. Should the project discontinue, leave the area in condition acceptable to CITY.

Section 4. FOOD BANK RESPONSIBILITIES. The FOOD BANK agrees to:

1. Meet with TPRFG on a regular basis to review garden volunteer needs.
2. Schedule volunteers as available and needed to work under the direction of TPRFG in the garden, public workshops, garden events, or other areas as determined by TPRFG and FOOD BANK.

3. Volunteers provided by FOOD BANK will be considered volunteers of FOOD BANK, and will be recruited and managed by FOOD BANK under its existing volunteer program.
4. Distribute food donated from the garden to the hungry under FOOD BANK guidelines.
5. Allow CITY to take and use photographs, video, or other records of the demonstration garden and participants for publicity or other purposes. Photos, video or other records remain property of CITY.

Section 5. CITY RESPONSIBILITIES: The CITY agrees to:

1. Provide a reliable source of water to maintain garden. Maintain a minimum of four hose bibs to enable easy access to garden beds.
2. Work with TPRFG to develop a set of rules and guidelines for Project participants.
3. Respond in a timely manner to all requests submitted by TPRFG for approval.
4. Collect from TPRFG and maintain on file, participant registration forms and signed waiver and release forms.
5. Publicize garden activities on the CITY website, and in LRS Activity Guide at no charge to TPRFG.
6. Notify TPRFG designated contact person in a timely manner with occurrence of malfunctions, vandalism, or other issues that indicate the garden is in need of TPRFG attention.
7. Prior to or upon the expiration of this Agreement, review and consider options to continue, expand, reduce and/or discontinue the project.

Section 6 WAIVER AND RELEASE

TPRFG hereby waives, releases and discharges any and all claims against CITY, FOOD BANK, their officials, employees, agents and volunteers for any injury, loss or damage of any kind which may hereafter occur to TPRFG or any member as a result of participation in the Project or this Agreement. TPRFG expressly discharges in advance the CITY, FOOD BANK, their officials, employees, agents and volunteers, from and against any and all liability arising out of or connected in any way with participation in this activity. This release will apply even though liability may arise out of negligence or carelessness on the part of those discharged, including their employees, agents and volunteers.

CITY hereby waives, releases and discharges any and all claims against TPRFG, FOOD BANK, their officials, employees, agents, volunteers or members for any injury, loss or damage of any kind which may hereafter occur to CITY, its officials, employees, agents or volunteers, as a result of participation in the Project or this Agreement. CITY expressly discharges in advance TPRFG, FOOD BANK, their officials, employees, agents, volunteers or members from and against any and all liability arising out of or connected in any way with participation in this activity. This release will apply even though liability may arise out of negligence or carelessness on the part of those discharged, including their employees, agents and volunteers.

FOOD BANK hereby waives, releases and discharges any and all claims against CITY, TPRFG, their officials, employees, agents, volunteers or members for any injury, loss or damage of any

kind which may hereafter occur to CITY, TPRFG, their officials, employees, agents, volunteers or members as a result of participation in the Project or this Agreement. FOOD BANK expressly discharges in advance against any and all liability arising out of or connected in any way with participation in this activity. This release will apply even though liability may arise out of negligence or carelessness on the part of those discharged, including their employees, agents, and volunteers.

Section 7. The parties understand and agree that TPRFG and FOOD BANK are acting as an independent community interest groups, and that its members shall not be considered CITY employees or volunteers.

Section 8. Designated Contact Persons.

The designated contact person on behalf of the City shall be

Julie Dahlen
Interim Director of Library and Recreation Services
City of Paso Robles
600 Nickerson Drive
Paso Robles, CA 93446
(805) 391-0932

The designated contact person for TPRFG shall be:

Rosalie Wolff
Transition Paso Robles Food Group
653 Nicklaus St.
Paso Robles, CA 93446
(805) 237-8972

The designated contact person for FOOD BANK shall be:

Wendy Lewis
2212 Golden Hill Road
Paso Robles, CA 93446
(805) 238-4664

Each party shall promptly notify the other of any change in the designated contact person.

Section 8. TERMINATION: Any party may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice.

TRANSITION PASO ROBLES FOOD GROUP

By: _____
Rosalie Wolff

Maria Johnson

Sonja Eriksson

Shelley Snow

Carolyn Fergoda

FOOD BANK COALITION OF SAN LUIS OBISPO COUNTY

By _____
Carl Hansen, Director

CITY OF PASO ROBLES

By: _____
Duane Picanco, Mayor

Attest:

Dennis Fansler, City Clerk

EXHIBIT A
MAP OF SITE
[TO BE INSERTED]

Exhibit A

