

TO: James L. App, City Manager

FROM: Julie Dahlen, Director of Library and Recreation Services

SUBJECT: Community Demonstration Garden

DATE: February 18, 2014

NEEDS: For City Council to consider a continuous Letter of Agreement (LOA) between the City and Transitions Paso Robles Food Group (TPRFG) for a community demonstration garden at Centennial Park.

FACTS:

1. In October, 2009, City Council entered into a one-year, renewable agreement with TPRFG to design, build, and maintain a community demonstration garden at Centennial Park.
2. The garden demonstrates how water-intensive turf can be transformed into water-wise food production. TPRFG strives to model best gardening practices such as planting for our local climate, self sufficiency, and sustainability.
3. The majority of the food produced is donated to the Food Bank Coalition of San Luis Obispo County (Food Bank)
4. The LOA has been renewed annually over the past 4 years.

ANALYSIS & CONCLUSION: TPRFG volunteers have created a community demonstration garden at Centennial Park which has provided much-needed fresh produce to the hungry. Gardening practices also model positive conservation principles. An indefinite extension of the agreement will continue these public benefits.

POLICY REFERENCE: Resolutions # 09-132, 10-156, 12-012, & 13-024.

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

OPTIONS:

- a. Adopt Resolution #14-xxx, allowing a Letter of Agreement between the City and Transitions Paso Robles Food Group for a community demonstration garden to remain in full force and effect so long as these entities shall maintain and operate the garden at Centennial Park.
- b. Amend, modify, or reject the above option.

ATTACHMENTS:

- Letter of Agreement between the City and Transitions Paso Robles Food Group.
- Resolution #14-XXX allowing the agreement of the Community Demonstration Garden project to remain in full force and effect so long as the City of Paso Robles and Transitions Paso Robles Food Groop shall maintain and operate the garden at Centennial Park.

**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 _____, 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 development of 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 agreement is to remain in full force and effect so long as the CITY and TPRFG shall maintain and operate the garden at Centennial Park.

Section 3. TPRFG RESPONSIBILITIES: TPRFG agrees to:

1. Continue maintaining the garden site to demonstrate lawn-to-food conversion with an added emphasis on water-wise landscaping techniques in an "outdoor classroom" approach (e.g. informational signage), 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. 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. Provide a list of donors and sponsors with contact information to LRS. 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. Distribute food donated from the garden to the hungry under FOOD BANK guidelines.
2. 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. Deactivate current lawn sprinkler system in designated garden area. Install 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 group, 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
Director of Library and Recreation Services
City of Paso Robles
600 Nickerson Drive
Paso Robles, CA 93446
(805) 237-3993

The designated contact person for TPRFG shall be:

Carolyn Fergoda
Transition Paso Robles Food Group
657 Nicklaus St.
Paso Robles, CA 93446
(805) 237-2534

The designated contact person for FOOD BANK shall be:

Wendy Lewis
2212 Golden Hill Road
Paso Robles, CA 93446
(805) 238-4464

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:

Carolyn Fergoda

Shelley Snow

FOOD BANK COALITION OF SAN LUIS OBISPO COUNTY

By: _____
Carl Hansen, Director

CITY OF PASO ROBLES

By: _____
James L. App, City Manager

Attest:

By: _____
Caryn Jackson, Deputy City Clerk

EXHIBIT A
MAP OF SITE



Exhibit A

RESOLUTION NO. 14-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL PASO DE ROBLES ALLOWING THE LETTER OF AGREEMENT BETWEEN THE
CITY AND TRANSITIONS PASO ROBLES FOOD GROUP TO REMAIN IN FULL FORCE
AND EFFECT SO LONG AS THESE ENTITIES SHALL MAINTAIN AND OPERATE THE
GARDEN AT CENTENNIAL PARK.

WHEREAS, in October, 2009, City Council first entered into a one-year, renewable agreement with Transitions Paso Robles Food Group (TPRFG) enabling the group to design, build, administer and maintain a community demonstration garden at Centennial Park; and

WHEREAS, the garden successfully demonstrates how water-intensive turf can be transformed into water-wise food production. TPRFG strives to model best gardening practices such as planting for our local climate, self-sufficiency, and sustainability.

WHEREAS, the majority of the food produced is donated to the Food Bank Coalition of San Luis Obispo County (Food Bank); and

WHEREAS, the Letter of Agreement has been renewed annually over the past 4 years, in which time TPRFG has demonstrated its sustainability in maintaining the project.

THEREFORE, BE IT RESOLVED by the City Council of El Paso de Robles to adopt Resolution 14-XXX allowing the Letter of Agreement between the City and Transitions Paso Robles Food Group to remain in full force and effect so long as these entities shall maintain and operate the garden at Centennial Park.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 18th day of February, 2014, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk