

TO: Thomas Frutchey, City Manager
FROM: Julie Dahlen, Director of Library and Recreation Services
SUBJECT: Community Demonstration Garden License Agreement Transfer
DATE: April 19, 2016

NEEDS: For City Council to authorize a transfer of the License Agreement between the City and Transition Paso Robles Food Group (TPRFG) for a community demonstration garden to Common Ground Worldwide, remaining in full force and effect so long as these entities shall maintain and operate the garden at Centennial Park.

FACTS:

1. In October, 2009, City Council first entered into a License Agreement with TPRFG enabling the group to design, build, administer and maintain a community demonstration garden at Centennial Park.
2. 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.
3. At least 20% of the food produced is donated to the Food Bank Coalition of San Luis Obispo County (Food Bank)
4. The License Agreement stipulates that either party may terminate participation by providing (30) days' written notice, and TPRFG has indicated its desire to transfer responsibility for garden maintenance and produce distribution to Common Ground Worldwide (CGW).
5. CGW volunteers have assisted TPRFG for over a year, demonstrating both commitment and ability to take on primary responsibility for the garden and upholding the City's vision of demonstrating water-wise gardening techniques.

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. TPRFG has requested termination of its agreement with the City, suggesting that CGW take over primary responsibility for garden maintenance and produce distribution.

POLICY REFERENCE:

Resolution # 09-132, establishing a community demonstration garden.
Resolution #14-018, allowing the community demonstration garden agreement to remain in full force and effect so long as entities shall maintain and operate the garden.

FISCAL IMPACT:

Project to be funded by volunteers and donors associated with CGW.

OPTIONS:

- a. Authorize a transfer of the License Agreement between the City and Transition Paso Robles Food Group for a community demonstration garden to Common Ground Worldwide, remaining in full force and effect so long as the City and CGW shall maintain and operate the garden at Centennial Park.
- b. Amend, modify, or reject the above option.

ATTACHMENTS:

- License Agreement between the City and Common Ground Worldwide.
- Resolution #16-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 Common Ground Worldwide shall maintain and operate the garden at Centennial Park.

**LICENSE AGREEMENT BETWEEN THE
CITY OF EL PASO DE ROBLES AND
COMMON GROUND WORLDWIDE
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", and COMMON GROUND WORLDWIDE, a nonprofit community interest group, hereinafter called "CGW."

WITNESSETH

WHEREAS, the CITY, through its Library and Recreation Services Department (LRS) and Public Works Department (PW), and CGW 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, TRANSITION PASO ROBLES FOOD GROUP 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, CGW volunteers have assisted TPRFG with garden maintenance for several months; and,

WHEREAS, TPRFG has agreed to transfer formal partnership to CGW to work with the CITY in continuing to maintain the garden.

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

Section 1. DEMONSTRATION GARDEN: The CITY agrees to allow CGW 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 CGW shall maintain and operate the garden at Centennial Park.

Section 3. CGW RESPONSIBILITIES: CGW 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 an activities calendar to the Director of 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 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 Paso Robles Food Bank warehouse or local pantry.
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. Should the project discontinue, leave the area in condition acceptable to CITY

Section 4. CITY RESPONSIBILITIES: The CITY agrees to:

1. Provide a reliable source of water to maintain garden.
2. Work with CGW to develop rules and guidelines for Project participants.
3. Respond in a timely manner to all requests submitted by CGW for approval.
4. Collect from CGW 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 CGW.
6. Notify CGW designated contact person in a timely manner with occurrence of malfunctions, vandalism, or other issues that indicate the garden is in need of CGW attention.

Section 5. FOOD BANK RESPONSIBILITIES: 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 demonstrations garden and participants for publicity or other purposes. Photos, video or other records remain property of CITY.

Section 6. WAIVER AND RELEASE

CGW 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 CGW or any member as a result of participation in the Project or this Agreement. CGW 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 CGW, 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 CGW, 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, CGW, their officials, employees, agents, volunteers or members for any injury, loss or damage of any kind which may hereafter occur to CITY, CGW, 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 CGW 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 CGW shall be:

Dori Stone
CEO & Executive Director
Common Ground Worldwide
P.O. Box 2813
Paso Robles, CA 93447
(805) 235-5547

The designated contact person for FOOD BANK shall be:

Wendy Lewis
Chief Operations Officer
2212 Golden Hill Road
Paso Robles, CA 93446
(805) 235-0919

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

Section 9. **TERMINATION:** Any party may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice.

COMMON GROUND WORLDWIDE

By: _____
Dori Stone

FOOD BANK COALITION OF SAN LUIS OBISPO COUNTY

By: _____
Wendy Lewis

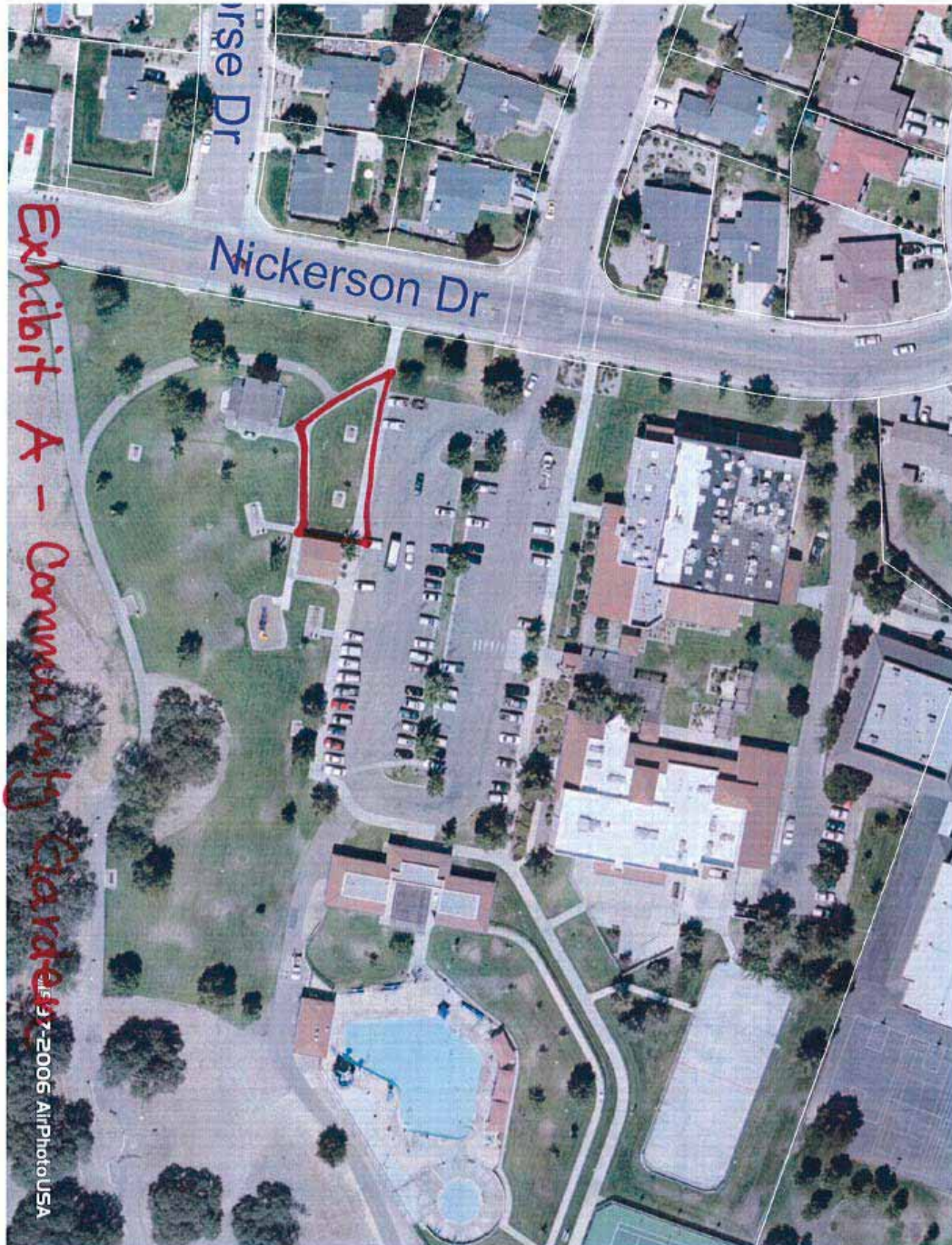
CITY OF PASO ROBLES

By: _____
Thomas Frutchey, City Manager

Attest:

By: _____
Kristen L. Buxkemper, Deputy City Clerk

EXHIBIT A
MAP OF SITE



RESOLUTION NO. 16-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL PASO DE ROBLES AUTHORIZING A TRANSFER OF THE LICENSE AGREEMENT
BETWEEN THE CITY AND TRANSITIONS PASO ROBLES FOOD GROUP FOR A
COMMUNITY DEMONSTRATION GARDEN TO COMMON GROUND WORLDWIDE

WHEREAS, in October, 2009, City Council first entered into a License 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; and,

WHEREAS, at least 20% of the food produced is donated to the Food Bank Coalition of San Luis Obispo County (Food Bank); and,

WHEREAS, the License Agreement stipulates that either party may terminate participation by providing (30) days' written notice, and TPRFG has indicated its desire to transfer responsibility for garden maintenance and produce distribution to Common Ground Worldwide (CGW); and,

WHEREAS, CGW volunteers have assisted TPRFG for over a year, demonstrating both commitment and ability to take on primary responsibility for the garden and upholding the City's vision of demonstrating water-wise gardening techniques.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Adopt Resolution #16-XXX authorizing a transfer of the License Agreement between the City and Transitions Paso Robles Food Group for a community demonstration garden to Common Ground Worldwide.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 19th day of April, 2016, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Steven W. Martin, Mayor

Kristen L. Buxkemper, Deputy City Clerk