

**AGREEMENT BETWEEN THE LOCAL AREA REVITALIZATION PROJECT CO-OP, INC
AND CITY OF SUSANVILLE FOR THE PURPOSE OF OPERATING AND MAINTAINING
THE SUSANVILLE COMMUNITY GARDEN**

This Agreement, made and entered into this 19th day of Jan., 2022 between the City of Susanville (CITY) and the Local Area Revitalization Project Co-Op, Inc. (LARP), is for the sole purpose of operating Susanville Community Garden (GARDEN), located at 105 South Ash Street, in Susanville California as described below.

The purpose of this Agreement is to state the terms and conditions agreed to by the parties to this Agreement CITY and LARP, herein after referred to collectively as PARTIES for the operation and maintenance of the GARDEN.

RECITALS

WHEREAS, CITY owns GARDEN, which is suitable for cultivation of fruits and vegetables; and

WHEREAS, LARP is an existing Susanville-based California Corporation with a stated non-profit purpose and years of experience in community engagement. LARP currently operates all community gardening programs within the City limits and has shown a desire to aide citizens; and

WHEREAS, the GARDEN requires ongoing maintenance in the form of litter abatement and weed control, in addition to the additional police and fire protection that come from abandoned property; and

WHEREAS, abandoned property can be a blight on neighborhood quality and impact surrounding property values; and

WHEREAS, local food production can improve nutrition for Susanville's families and citizens, especially those Susanville community members who do not live in home with access to adequate gardening space; and

WHEREAS, gardening is a healthy and wholesome activity suitable for people of all ages including seniors and children and can add to the social fabric of Susanville; and

WHEREAS, LARP has the capacity to operate and maintain the GARDEN.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the PARTIES agree as follows:

1) Garden

LARP agrees to operate and maintain GARDEN as described in Section 4 "LARP Responsibilities". City agrees to provide support and monetary compensation as described in Section 3 "CITY Responsibilities". Garden shall remain property of the City, LARP will have control and responsibility of the site.

2) Facility Access

LARP will have access to all exterior areas located at GARDEN for the purposes of operating the GARDEN. LARP will have limited access to the building structures located at 105 South Ash, for the purposes of operating the GARDEN. Access to building structures is agreed upon by PARTIES subject to LARP responsibilities described in Section 4.

PARTIES agree that expanded use of building structures may be beneficial to the operation of the GARDEN. However; fire, life safety, health and accessibility items need to be addressed before building structures can be deemed safe to access by members of the public or community volunteers. PARTIES agree to work cooperatively toward improving building structures. PARTIES agree that neither CITY or LARP is required to improve building structures as a condition of this Agreement.

3) CITY Responsibilities

- a. Provide LARP with \$2000.00 each fiscal year (July-June) for costs associated with operating GARDEN.
- b. Pay for all CITY permits necessary to repair/improve GARDEN.
- c. Provide city water to GARDEN.
- d. Install outdoor storage shed for the purpose of tool and supply storage.
- e. Install outdoor sink at suitable location agreed to by PARTIES.

4) LARP Responsibilities

- a. Use GARDEN only as Community Garden for the benefit of the Community. Ensure that LARP is not making a profit from operation and maintenance of GARDEN.
- b. Provide annual report to CITY in January of each year. Include previous years statistical information in categories such as number of individual plot holders, amount of food produced, and highlight key successes. Include plans for upcoming year indicating volunteer events, classes, workshops, and workdays. Include facility needs with a plan on how to address them, request support from CITY as necessary.
- c. Conduct routine repair and maintenance. Communicate with CITY and obtain authorization and/or assistance with non-routine repair and maintenance. Obtain all necessary permits for work done at GARDEN.
- d. Dedicate all proceeds from community garden and grant funds awarded to LARP, to the community garden, toward the operation, maintenance, or improvements of the GARDEN.
- e. Provide a minimum of two updates annually to Susanville City Council, generally March and October.
- f. Establish an electrical service account with LMUD for GARDEN and pay electrical bill.
- g. Ensure there is no overnight access to the GARDEN and no individuals are sleeping or residing in GARDEN.
- h. Control access to building structures, restrict access to LARP members/employees for the purpose of planning improvements, setting up irrigation timers, or other essential GARDEN operational activities. Allow CITY employees reasonable access to building structures. Do not allow community volunteers or other public members access to building structures without being accompanied by LARP members/employees. Maintain a list of individuals with keys/access codes to buildings. Notify CITY of any fire, safety, or public health issues associated with building structures.

5) Modification of Agreement

This Agreement may be amended or modified by written agreement of PARTIES.

6) Compliance with Statutes, Ordinances, Regulations

In performing the services required under this Agreement, LARP and CITY shall comply with all applicable federal, state, county, and CITY statutes, ordinances, and regulations.

7) Nondiscriminatory

In connection with the execution of this Agreement and the services provided hereunder, LARP shall not discriminate against any volunteer, employee, or applicant for employment and/or individuals using the GARDEN because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. LARP shall create a fair and non-discrimination policy for allowing citizens to access and use the GARDEN, which shall be provided to the CITY with 30 days of execution of Agreement and/or upon any change or modification of policy.

8) Insurance

LARP shall procure and maintain, for the duration of the Agreement, insurance against claims for injuring to persons or damages which may arise from or in connect with the performance of the work hereunder and the results of that work by the LARP, its agents, representatives, volunteers, employees, or subcontractors.

- a. LARP shall maintain commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury, with limits in the amount of \$2,000,000, and a general aggregate limit of \$4,000,000.

CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of LARP, including material, parts, or equipment furnished in connection with such work or operations. Additional insured shall read as follows:

City of Susanville
66 North Lassen St.
Susanville, CA 96130

9) Release and Hold Harmless Agreement

LARP agrees to indemnify, defend at its own expense, and hold CITY harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of LARP or its officers, agents, or employees in performing services under this Agreement; excluding; however, such liabilities, claims, losses, damages, or expenses arising from CITY's sole negligence or willful misconduct.

10) Assignment

This Agreement shall not be assignable by either party without prior written consent of the other party.

11) Term of Agreement

The term if this Agreement shall commence upon approval of both parties, and shall continue in full force and effect and be automatically renewed each year thereafter until terminated by either party with thirty (30) days written notice.

12) Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, statements, or representations, either oral or in writing.

13) Waiver

No provision of the Agreement or breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

14) Independent Contractor

It is expressly understood that in the performances of the services herein, LARP, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees, or agents of CITY.

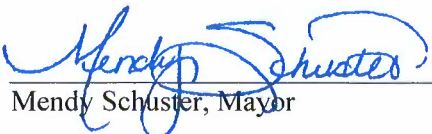
15) Jurisdiction and Venue


This Agreement and the obligations hereunder shall be construed in accordance with the laws of the state of California. The PARTIES agree that the venue for any legal disputes or litigation arising out of the Agreement shall be in Lassen County, California.

IN WITNESS WHEREOF, the PARTIS have executed this Agreement on the date written below.

CITY OF SUSANVILLE

LOCAL AREA REVITALIZATION PROJECT CO-OP

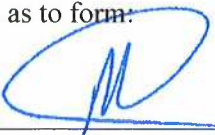
By: 
Mendy Schuster, Mayor

By: 
David Teeter, CEO

Date: 1/20/22

Date: 1/25/22

Approved as to form:

By: 
Margaret Long, City Attorney

RESOLUTION NO. 22-5961

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AGREEMENT WITH LOCAL AREA REVITALIZATION PROJECT CO-
OP (LARP) FOR THE OPERATION AND MAINTENANCE OF SUSANVILLE'S
COMMUNITY GARDEN AND AUTHORIZING BUDGET INCREASE IN THE AMOUNT
OF \$14,500 TO PAY ANNUAL OPERATING COST AND MAKE IMPROVEMENTS
TO FACILITY

WHEREAS, the city owns property located at 105 S. Ash St. which is
suitable for cultivation of fruits and vegetables; and

WHEREAS, the Local Area Revitalization Program Co-op (LARP) is an
existing Susanville-based California Corporation with a stated non- profit
purpose and years of experience in community engagement; and

WHEREAS, this GARDEN requires ongoing maintenance in the form of
litter abatement and weed control, in addition to the additional police and fire
protection that come from abandoned property. There is a substantial cost to
the City to maintain the property in an abandoned form; and

WHEREAS, local production of food can improve nutrition for Susanville's
families and citizens, especially those Susanville community members who do
not live in homes with access to adequate gardening space; and


WHEREAS, gardening is a healthy and wholesome activity suitable for
people of all ages including seniors and children and can add to the social
fabric of Susanville; and

WHEREAS, LARP has the capacity to manage the operation of the
Susanville Community Garden, and eliminate the litter and weeds at the
GARDEN.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City
of Susanville hereby authorizes the Mayor to sign the Agreement for the
operation of the Susanville Community Garden; and

BE IT FURTHER RESOLVED that the Finance Manager is hereby
authorized to make the necessary budget modifications using ARPA funds to
increase the budget in the amount of \$14,500 to pay for FY 2021/22 operating
costs and to make facility improvements

APPROVED:


Mendy Schuster, Mayor

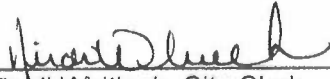
ATTEST:


Heidi Whitlock, City Clerk

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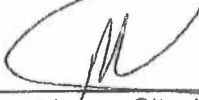
The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 19th day of January 2022, the following vote:

AYES: Stafford, Herrera, & McCourt
NOES: Schuster
ABSENT: Moore
ABSTAINING: None



Heidi Whitlock, City Clerk

APPROVED AS TO FORM:



Margaret Long, City Attorney