



City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: 7/16/2013

Report Type: Consent

Report ID: 2013-00558

Title: University of California, Davis (UCD) Health System Community Garden (I19130000)

Location: 49th Avenue and V Street/ District 6

Issue: City Council approval is required to establish a Capital Improvement Project (CIP) for construction of a community garden.

Recommendation: Pass a Resolution 1) establishing a Capital Improvement Project (CIP I19130000) for the construction of a community garden on UCD Health Center property at 49th Avenue and V Street; and 2) establishing revenue and expenditure budgets in the amount of \$50,000.

Contact: Elizabeth Anderson, Operations Manager, (916) 808-6076; Shannon Brown, Parks Manager, (916) 808-4070, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Operations Administration

Dept ID: 19001311

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Attachment 2 (C2013-0355 License Agreement for Use of UCD property for Community Garden)
- 5-Attachment 3 (C2013-0411 County of Sacramento \$10,000 Payment for UCD Community Garden)

City Attorney Review

Approved as to Form
Sheryl Patterson
7/8/2013 4:29:05 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
6/27/2013 5:30:02 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 7/8/2013 9:30:59 AM

Description/Analysis

Issue Detail: This report recommends that CIP I19130000 be established to receive donations of \$15,000 from UCD, \$10,000 from the County of Sacramento, and \$25,000 from Council District 6 discretionary funds to cover construction costs of a community garden.

Policy Considerations: The recommendation to establish a new CIP for the UCD Community Garden is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City.

Environmental Considerations: This activity does not have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Sustainability Considerations: The City's Community Gardens Program ties into the movement of sustainable organic food systems and provides an opportunity for the public to grow nutritious food for their families. Participants get moving, have fun, learn about horticulture and have the opportunity to grow food and ornamental plants on a plot of land they might not otherwise have access to. UC Davis Health System also encourages the public to eat locally grown fresh vegetables to improve their health.

Commission/Committee Action: None

Rationale for Recommendation: The UCD Community Garden is a project that will build a public garden for the Oak Park and Tahoe Park communities of Sacramento.

Financial Considerations: The cost of the UCD Community Garden is estimated to be \$50,000. These costs will be covered by a \$15,000 donation from the UCD Health System, a \$10,000 donation by the County of Sacramento, and \$25,000 from Council District 6 discretionary funds. Sufficient funds are available in the fiscal year 2013/14 Council District 6 budget for their portion of these costs.

Per License Agreement 2013-0355, the City will pay UC Davis one dollar per year for the use of the property.

Emerging Small Business Development (ESBD): The selection of vendors/contractors for the purchase of goods and services necessary for this project will follow City established guidelines for inclusion of ESBD firms.

Background

Over the past few years, the City has converted portions of the turf area in parks into community gardens to allow residents to plant vegetables in garden plots for their personal use. The City has established garden guidelines and allocates plots on a reservation system. Gardeners are required to comply with the guidelines to ensure that the garden soil remains organic and pesticide free, and that the plots are maintained on a regular basis by removing weeds and dead plant materials; otherwise, their plots will be reassigned. The City also has partnered with community groups to allow them to oversee the garden plot assignment and maintenance, and to coordinate the work of the gardeners.

UC Davis owns and manages a hospital and a complex of medical buildings and student resident halls at its Health System campus in the City's Oak Park and Tahoe Park community. UC Davis has an unimproved parcel of approximately 4,500 square feet along 49th Avenue which is not needed for development in the near term, and UC Davis is willing to allow the City to create a community garden for use by UC Davis employees, students, and nearby residents, subject to the City agreeing to assume full responsibility for the garden design, construction, maintenance and operation.

The garden plan provides for 10 plots, which can be subdivided based on the level of demand into 20 plots. Two plots will be accessible for persons with physical disabilities (the "ADA plots"). In addition, a row of fruit trees, excluding pomegranate, would be planted and an herb garden created near the garden entrance. The garden plots and fruit trees would be fenced to limit access to only the gardeners' assigned plots. The fenced area also includes a tool locker, table and compost area, and accessible paths between the garden plots.

RESOLUTION NO. 2013-

Adopted by the Sacramento City Council

July 16, 2013

ESTABLISH A CAPITAL IMPROVEMENT PROJECT FOR THE UCD COMMUNITY GARDEN (I19130000)

BACKGROUND

- A. The City has converted portions of the turf area in parks into community gardens to allow residents to plant vegetables in garden plots for their personal use. The City has established garden guidelines and allocates plots on a reservation system. Gardeners are required to comply with the guidelines to insure that the garden soil remains organic and pesticide free, and that the plots are maintained on a regular basis by removing weeds and dead plant materials.
- B. UC Davis owns and manages a hospital and a complex of medical buildings and student resident halls at its Health System campus in the City's Oak Park and Tahoe Park community. UC Davis has an unimproved parcel of approximately 4,500 square feet along 49th Avenue which is not needed for development in the near term, and UC Davis is willing to allow the City to create a community garden for use by UC Davis employees, students, and nearby residents, subject to the City agreeing to assume full responsibility for the garden design, construction, maintenance and operation.
- C. The cost of the UCD Community Garden is estimated to be \$50,000. These costs will be covered by a \$15,000 donation from the UCD Health System a \$10,000 donation by the County of Sacramento and \$25,000 from Council District 6 discretionary funds.
- D. Establishment of a new capital project to construct a community garden on UC Davis property requires City Council approval.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. A new Capital Improvement Program (CIP) for UCD Community Garden is established as I19130000.

Section 2. Revenue and expenditure budgets are established in the amount of \$50,000, which includes a \$15,000 donation from the UCD Health System, a \$10,000 donation by the County of Sacramento, and \$25,000 from Council District 6 discretionary funds.



Tax ID # if applicable:

Requires Council Approval: No YES Meeting:

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Other, PO Type: Select PO Type, Attachment: Original No., Original Doc Number, Other Party: The Regents of the University of California, Certified Copies of Document, Project Name: License Agreement for UC Davis Health System Community Garden-Portion of parcel at 2555 49th Avenue, Deed: None, Included, Separate, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Parks and Recreation Division: Park Maintenance
Project Mgr: Shannon Brown Supervisor:
Contract Services: Date: 4/12/13 Division Mgr: Shannon Brown
Phone Number: 808-4070 Org Number: 19001311
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Operations Manager/Supervisor, Division Manager, City Attorney, and Authorization (Combs, James).

For City Clerk Finalized: Initial: [Signature], Date: 4-16-13, Imaged: [Signature], Date: [Signature]. Includes stamps: RECEIVED CITY CLERK'S OFFICE CITY OF SACRAMENTO, 2013-0355, 2013 APR 15 P 3:35, and City Clerk Stamp Here.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

**LICENSE AGREEMENT FOR UC DAVIS HEALTH SYSTEM COMMUNITY GARDEN
Portion of parcel at 2555 49TH Avenue
Sacramento, CA 95817**

THIS LICENSE is made as of April 15, 2013, by and between the **CITY OF SACRAMENTO**, a municipal corporation, ("City") and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California corporation, on behalf of **UC DAVIS HEALTH SYSTEM**, ("UC Davis").

RECITALS

- A. Over the past few years, the City has converted portions of the turf area in parks into community gardens to allow residents to plant vegetables in garden plots for their personal use. The City has established garden guidelines and allocates plots on a reservation system. Gardeners are required to comply with the guidelines to insure that the garden soil remains organic and pesticide free, and that the plots are maintained on a regular basis by removing weeds and dead plant materials; otherwise their plots will be reassigned. The City also has partnered with community groups to allow them to oversee the garden plot assignment and maintenance, and to coordinate the work of the gardeners.
- B. UC Davis owns and manages a hospital and a complex of medical buildings and student resident halls at its Health System campus in the City's Oak Park and Tahoe Park community. UC Davis has an unimproved parcel along 49th Avenue which is not needed for development in the near term, and UC Davis is willing to allow City to create a community garden for use by UC Davis employees, students, and nearby residents, subject to City agreeing to assume full responsibility for the garden design, construction, maintenance and operation.
- C. The City's Community Gardens Program ties into the movement of sustainable organic food systems and provides an opportunity for the public to grow nutritious food for their families. Participants get moving, have fun, learn about horticulture and have the opportunity to grow food and ornamental plants on a plot of land they might not otherwise have access to. UC Davis Health System also encourages the public to eat locally grown fresh vegetables to improve their health.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. License

Subject to the terms and conditions hereinafter set forth, UC Davis hereby issues to City and its employees, contractors, volunteers, and other invitees, a non-exclusive license to enter and improve and maintain a portion of certain real property owned by UC Davis known as the unimproved parcel located at 2555 49th Avenue south of V Street and north and east of Y Street in the City of Sacramento, County of Sacramento, State of California, described as an approximate 4,500 square foot area within the northern portion of APN: 011-0200-074 (the "Premises"), as shown and depicted in attached Exhibit "A." UC Davis reserves the right to enter and use the Premises and to issue rights of entry to allow third parties to enter the Premises as long as the garden improvements as described in Section 7 and the plantings in the garden plots are not altered, removed or damaged without City's prior written approval.

2. Term

The term of this License shall commence on April 15, 2013 and continue from year to year until either party exercises its right to terminate this License for its convenience by giving the other party at least ninety (90) days advance written notice stating the date of termination.

Upon issuance of the termination by City or receipt of the termination notice issued by UC Davis, City will make arrangements for the gardeners to harvest and remove their plants and remove their personal equipment from the garden prior to the termination date. City may, but is not required to, also remove the equipment and improvements installed by City in the Premises. After the effective date of termination of this License, UC Davis will reclaim possession of the Premises and is free to remove any improvements remaining that were installed by City or others under this License without liability.

3. Consideration

This License is issued by UC Davis at a cost to City of One Dollar (\$1.00) per year in consideration of City's agreement as set forth herein to: (i) assume responsibility for the design and construction of the community garden, (ii) manage assignment of the garden plots and compliance with City's garden rules as described below, (iii) provide UC Davis employees and students with first rights for assignment of half of the garden plots, (iv) maintain the Premises in a condition that is attractive and safe for public access, and (v) defend, indemnify and hold UC Davis harmless from any liability for the garden construction, maintenance and operation. Consideration should be made payable to the Regents of the University of California to be paid upon execution of this License, and each subsequent payment to be paid on the anniversary of the execution and sent to:

UC Davis
Real Estate Services
255 Cousteau Place
Davis, CA 95618
Attn: Executive Director, Real Estate Services

4. Conditions Applicable to License

This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

5. Transfer or Assignment

This License and the rights hereunder shall not be assigned or transferred or sublicensed in whole or in part by City without the prior written consent of UC Davis, which approval may be granted or withheld at the sole discretion of UC Davis.

6. No Interference

City shall not interfere with the normal operation and activities of UC Davis and City shall conduct its activities on the Premises to minimize damage to the Premises and inconvenience to UC Davis, its agents, employees and invitees.

7. Community Garden Site Plan

City has arranged for preparing the design plan to improve the Premises to create the community garden on the UC Davis Health System's campus as shown and depicted in attached Exhibit "B," and UC Davis hereby approves this site plan. The plan provides for 10 garden plots, which can be subdivided based on the level of demand into 20 plots. Two plots will be accessible for persons with physical disabilities (the "ADA plots"). In addition, a row of fruit trees, excluding pomegranate, would be planted and an herb garden created near the garden entrance. The garden plots and fruit trees would be fenced to limit access to only the gardeners' assigned plots. The fenced area also includes a tool locker, table and compost area, and accessible paths between the garden plots. Collectively, all of the foregoing described improvements are referred to herein as the "Garden."

As shown in Exhibit "B", the Garden would be set back approximately 42 feet from the boundary of the abutting residential neighbors to minimize the garden activities from interfering with the quiet use and enjoyment of their properties.

As shown in Exhibit "B", all of the existing trees on the Premises would remain in place and not be disturbed by the Garden construction, and some of the existing

sprinklers would be capped and a water connection for the Garden from UC Davis' water system will be installed.

8. Construction Schedule

The cost to improve the Premises to create the Garden is expected to exceed the amounts pledged by City and UC Davis as set forth in Section 10 , and City intends to rely on volunteer labor and contributions for materials in order to complete the work. As a result, the Garden may be constructed in phases. Exhibit "B" is the basis for UC Davis' approval for construction of the Garden and any changes to the Garden design as shown in Exhibit "B" requires UC Davis' prior written approval.

City will keep UC Davis informed regarding the phasing and schedule for the work to construct the Garden. Before commencement of any work at the Premises, City shall provide UC Davis with ten (10) days advance written notice describing the work to be performed and the expected duration of construction. Because City will rely in part on volunteer labor, construction work may occur during the weekends as well as weekdays. UC Davis may direct City to perform work only during certain days and hours to minimize disruption to its Health System operations and to minimize noise impacts for the adjacent residences.

9. Allocation of Garden Plots

As further consideration for UC Davis' issuance of this License and providing partial funding for the Garden construction as described in Section 10, City agrees that it will set-aside half of the non-accessible Garden plots for reservation by employees and students working at the UC Davis Health System campus. City will make available to UC Davis the application for a garden plot, a sample of which is provided as Exhibit "D", for distribution to its employees and students.

City will coordinate its marketing efforts with UC Davis so that when volunteers are being recruited to help construct the Garden and the application period opens for reservation of a Garden plot, UC Davis employees and students will also be provided with such information. City also intends to notify the adjacent neighbors through their neighborhood associations and the City's website of the opportunity to apply for a Garden plot.

If an insufficient number of applications are received by City from UC Davis employees and students to assign all of the Garden plots set-aside for UC Davis to such employees and students, then City may allocate those extra plots to other applicants, giving first priority to residents of the Elmhurst, Med Center, Oak Park and Tahoe Park neighborhoods. When Garden plots become available for reassignment, generally on an annual basis, City will notify UC Davis so that it may notify its employees and students of the availability of Garden plots for reservation.

If there are more applications from UC Davis employees and students than the number of reserved UC Davis plots, UC Davis employees and students would be eligible for a garden plot assignment on a "first come, first serve" basis along with other members of the public.

Disabled UC Davis employees and students will also be able to apply for assignment of the ADA plots on a "first-come, first serve" basis along with other disabled members of the public, in addition to the reserved UC Davis plots.

10. Garden Funding and Utilities

City has estimated the required materials, supplies and labor costs to construct the Garden at approximately Fifty Thousand Dollars (\$50,000) as set out in Exhibit "C". This estimate assumes the ability to obtain competitive pricing by suppliers and contractors, donations of some materials and supplies, and some volunteer labor. UC Davis has agreed to contribute an amount not to exceed Fifteen Thousand Dollars (\$15,000) to fund the Garden construction. City will fund the remaining amount not to exceed Thirty Five Thousand Dollars (\$35,000). City staff will oversee and direct the work of the suppliers, contractors and volunteers.

City will invoice UC Davis for its share of the actual costs for Garden materials and contractor supplies and labor based on one-third of the amount of each invoice, not to exceed \$15,000. UC Davis shall pay each invoice within thirty (30) days from receipt of the invoice and documentation describing the work that has been performed and the actual costs incurred by City. UC Davis may inspect the Premises at any time to verify that the work set out in the invoice has been performed. UC Davis agrees to supply water to the Garden at no cost to the City.

11. Garden Operations and Rules

The Garden operation is to consist of a combination of best practice models in the areas of planting, cultivating and harvesting edible food for home consumption. City has established the Community Garden Operations and Rules (the "Rules"), a copy of which is provided as Exhibit "E", to require that the gardeners' use of the Garden follows these best practices and to ensure that the Garden plantings and maintenance will meet certain standards. City will assume responsibility to ensure that the gardeners comply with the Rules and will evict gardeners that violate the Rules. In addition, City shall take all reasonable steps to prevent any activity or allow any condition on the Premises that constitutes a public or private nuisance.

12. Maintenance of Premises

During the term of this License, City shall keep the Premises in a safe, sanitary

and attractive condition by overseeing the Garden operation and maintenance after construction is completed. UC Davis acknowledges that City may arrange for a community group to manage the Garden operations and maintenance, but City shall nonetheless remain liable for the proper management and maintenance of the Premises.

If any damages occur inadvertently to the landscaping, irrigation systems or sidewalk within the Premises or on other UC Davis property caused by or related to the Garden construction or maintenance work, City shall promptly undertake the required repairs. If any conditions are discovered within or adjacent to the Premises which may present a safety or health hazard, City shall promptly report such hazardous conditions to UC Davis and City shall confer with UC Davis as to how to remedy such conditions and prevent entry into such area until it is safe to use the Premises.

City shall conduct its activities under this License in a safe and professional manner and in accordance with all applicable regulations and ordinances of the City and County of Sacramento and the laws of the State of California and United States. Without limiting the generality of the foregoing, City shall comply with all applicable state and federal occupational safety and health acts and regulations. If any failure by City to comply with any such laws, regulations, and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against UC Davis, City shall reimburse and indemnify UC Davis for any such fine, penalty, cost or charge, including without limitation, attorney's fees, court costs and expenses.

13. Breach and Cure

In the event City breaches any of its obligation under this License, UC Davis shall send City written notice specifying the nature of such breach. City shall have ten (10) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for City's performance, then City shall notify UC Davis in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, City shall diligently proceed to completion. If City fails to cure or to commence cure within such ten (10) day period, then UC Davis shall have the right to terminate this License by serving Licensee with written notice of termination. UC Davis shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of City's obligations hereunder.

14. Third Party Insurance, Liens and Waivers

If City hires any third party to perform the Garden construction or maintenance work within the Premises, City shall ensure that such entity maintains worker compensation insurance and will require such party to name UC Davis as an additional insured on its general liability and auto insurance policies maintained

by such party before performing any work on UC Davis property.

City shall pay in full all persons who perform labor or provide materials for maintenance work on UC Davis property and shall not permit any mechanics' or material men's liens of any kind or nature to be enforced against any property of UC Davis for such work performed. City shall indemnify and hold harmless UC Davis from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or arising out of such work done, labor performed, or materials furnished for City for the improvement and maintenance work permitted under this License. In the event of the filing of a lien, City shall promptly cause such lien to be removed. In no event shall such lien removal require more than thirty (30) days.

If City arranges for volunteers to perform the Garden construction, improvement and/or maintenance work within the Premises, City shall first obtain waivers of workers compensation benefits and releases of liability to protect UC Davis from any claims for payment for wages or for any injuries or damages which they may suffer while performing such work. City shall use the waiver form attached as Exhibit "F". In addition, all gardeners will also be required to sign the waiver form attached as Exhibit "F".

15. City Insurance and Indemnification; Waiver of Subrogation

During the term of this License, City shall maintain self-insurance and excess insurance coverages in full force and effect, at its sole cost and expense, to protect City and UC Davis from liability for any claims from persons entering the Premises to construct, operate, maintain or visit the Garden.

City shall defend, indemnify and hold harmless UC Davis and its officers, employees, and agents against and from all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by UC Davis' staff attorneys or outside attorneys, and any other fees and expenses incurred which arise directly or indirectly from any action or failure to act by City and its officers, employees, contractors, agents and volunteers in connection with the performance of any improvement and maintenance work on UC Davis property as authorized under this License. The indemnity provisions of this Section 15 shall survive the termination of this License.

City hereby waives any right of recovery against UC Davis due to loss of or damage to the property of City when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.

16. No Joint Venture

It is understood and agreed that each party is an independent government agency or organization and that this License shall not create a relationship between the City and UC Davis of employer-employee, joint venture, partnership, or any other relationship of association. Except as expressly provided in this License, no party shall have the authority, express or implied, to act on behalf of any other party in any capacity whatsoever as an agent, nor bind any party to any obligations whatsoever.

17. Independent Contractors

City may assign employees, volunteers or contract with third parties to perform services for the Premises and Garden to meet its obligations under this License at its exclusive discretion and the services of such assigned employees, volunteers and third parties shall be at the sole expense of City. The assigned personnel of each party shall not be entitled to any benefits payable to employees of the other party.

18. Notices

Any notice to a party required or called for in this License shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. A party may change a notice address only by providing written notice thereof to the other party.

CITY:
City of Sacramento, Parks Department
Attn: Shannon D. Brown
5730 24th Street, Building 3
Sacramento, CA 95822
Phone: (916) 808-4070

UC DAVIS:
UC Davis Heath System
Facilities Design and Construction
Attn: Michael Boyd
4800 2nd Avenue, # 3010
Sacramento, CA 95817
Phone: (916) 734-6567

with a copy to:
UC Davis
Real Estate Services
255 Cousteau Place
Davis, CA 95618
Attn: Executive Director

19. No Third Party Beneficiaries

This License is for the sole benefit of the parties hereto, their respective successors and permitted assigns and the gardeners assigned a plot at the

Garden, and no other person or entity shall be entitled to rely upon or receive any benefit from this License or any term hereof.

20. Non-Waiver

Waiver of any breach of, or default under, this License shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this License.

21. Severability

If any term, covenant, or condition of this License is held by a court of competent jurisdiction to be invalid, the remainder of this License shall remain in full force and effect.

22. Governing Law

The interpretation and enforcement of this License shall be governed by the laws of the State of California, the state in which the License is signed.

23. Force Majeure

The parties shall be excused from the performance of any obligation imposed by this License for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, an act of God, war, civil disturbance, terrorism, court order, or other cause beyond its reasonable control and such nonperformance will not be a default hereunder or a ground for termination hereof.

24. Counterparts

This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

25. Captions

The headings or captions contained in this License are for identification purposes only and shall have no effect upon the construction or interpretation of this License.

26. Ambiguities

The parties have each carefully reviewed this License and have agreed to each term of this License. No ambiguity shall be presumed to be construed against either party.

27. Integration

This License embodies the entire agreement of the parties in relation to the scope of matters covered by this License, and no other agreement or understanding verbal or otherwise, exists between the parties.

28. Entire Agreement; Modification

This License contains all of the terms and conditions as agreed upon by the parties, and supersedes any and all oral or written communications by and between the parties.

No waiver, alteration, modification, or termination of this License shall be valid unless made in writing and signed by the parties. In the event of a conflict between this License and any other agreement or understanding executed by the parties subsequent to the commencement of this License, the terms of this License shall prevail and be controlling unless such other agreement expressly provides to the contrary.

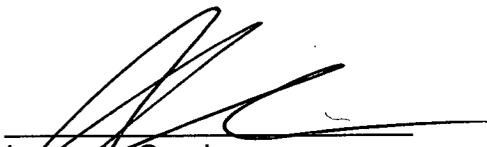
29. Authorization

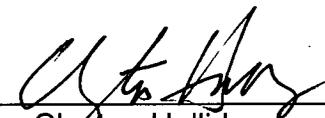
Each individual executing this License on behalf of any entity represents and warrants that he or she has been duly authorized to do so by the entity on whose behalf he or she executes this License and said entity will thereby be obligated to perform the terms of this License.

IN WITNESS WHEREOF, City and the Regents of the University of California, on behalf of UC Davis Health System, have executed this License on the date hereinabove first written.

CITY OF SACRAMENTO,
a municipal corporation

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA,** a California corporation

By: 
James L. Combs
Director of Parks and Recreation
For: John F. Shirey, City Manager

By: 
Clayton Halliday
Assistant Vice Chancellor
and Campus Architect

APPROVED AS TO FORM:

ATTEST:

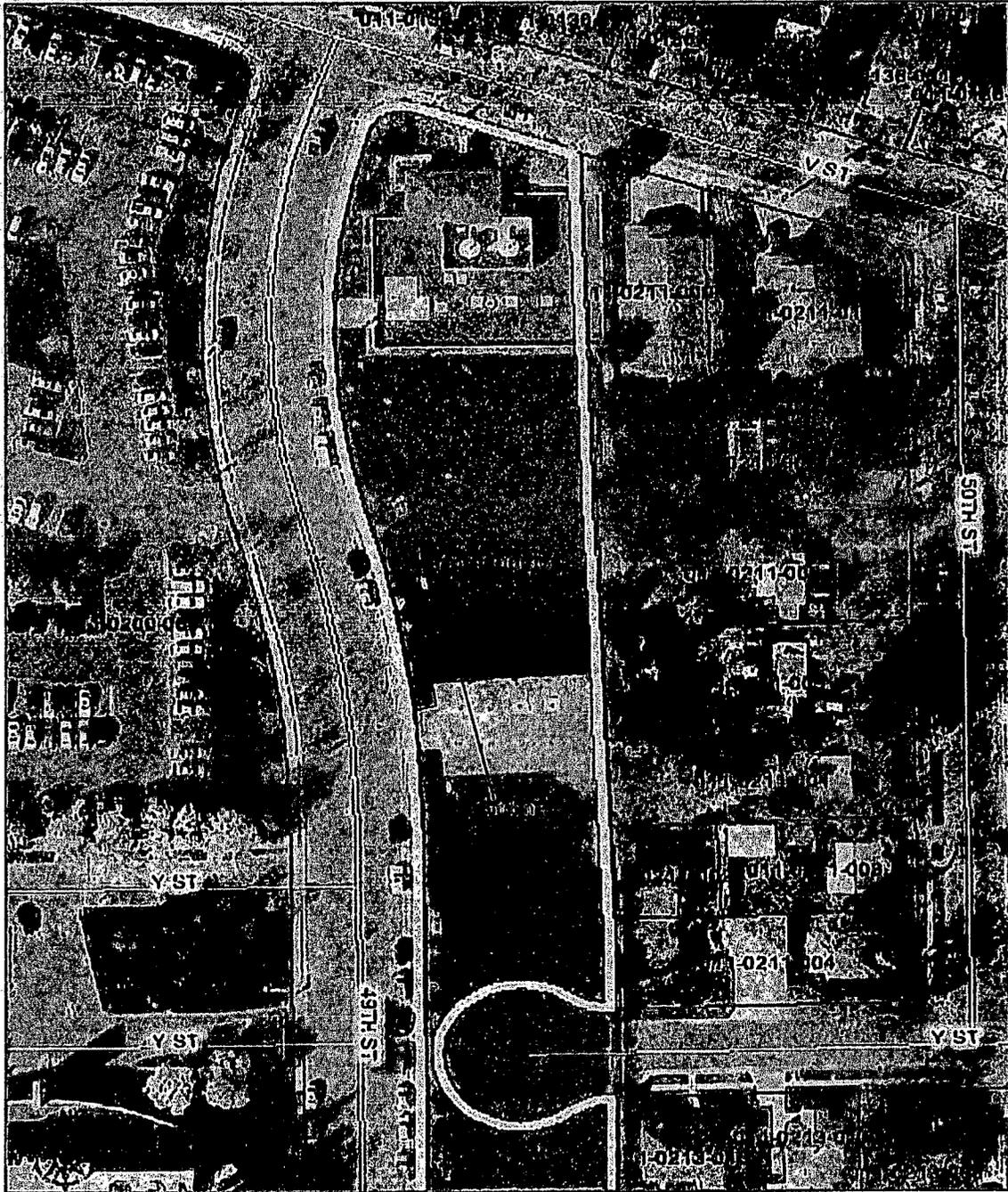
By: 
Sheryl Patterson

By: 
Dawn Bullwinkel
City Clerk 4-16-13

License Agreement No. 13-00012RL

UC Davis Community Garden License

Exhibit "A"
Parcel Map for Premises Depiction



**Exhibit "C"
Budget**

UCD Medical Center Community Garden, 49th Street, Sacramento, CA

Estimated Contractor Prices – includes materials and labor to install

Clear and grub	\$ 2,274
Rough grade	\$ 1,861
Modify existing irrigation	\$ 600

Keystone block 12" high for garden beds and herb area (747/1120)
nothing for ADA beds – done by others see below \$11,248

Install 2" x 4" header board 122 LF	\$ 854
Install concrete walk 120 SF	\$ 1,080
Install 1' mow strip around fence line 258 LF	\$ 3,354
Install decomposed granite pathway 4" thick	
Mix with water with cement and compact	\$ 6,541

Install water line with faucets \$ 1,735

Sub Total Bid \$29,547

Estimated Contractor Prices – includes materials and labor to install

6' Tubular Steel Fence – Black powder coated w/ (1) 5' Gate \$6,830

Estimated Materials Cost only - Installed by Volunteers

ADA Beds 4"x6"x16" Rumbled Rectangle Blocks (322)	\$1,850
Glue for Blocks	\$300
Metal braces for blocks	\$100
Gravel Base	\$150
ADA Table	\$2,000
Compost Bins (3 poly-roll bins)	\$100
Tool Locker (Knack Box)	\$1,800
Concrete Pad for locker	\$400

Fertilizer (Donated)	\$0
Fruit Trees (Donated)	\$0
Soil for Beds (Some Donated)	\$1,000

Estimated City Staff Consultant Costs \$5,000

Grand Total \$49,277

Options:

Install concrete curb cast in place 6" x 12" for garden beds and herb garden area	\$10,110
Garden Tool Starter (Tools and Hoses)	\$500
Plants for Herb Garden	\$400

Revised 12-18-12 by Bill Maynard

License Agreement No. 13-00012RL

UC Davis Community Garden License

Exhibit "D"
Gardener Application Form

Plot Registration and Sign Up Form

City of Sacramento Department of Parks and Recreation – Community Garden Program

GARDEN: _____

Term: January – December **2013**

Read carefully the rules, procedures of the guidelines before signing it. Understand that failure to follow them can result in termination of this agreement and forfeiture of any payments that have been made.

Payment is due with this form. **Make check or money order payable to: City of Sacramento**

Gardener(s) must attend workshops / orientation on the garden procedures, safety, composting, before working in the garden and receiving the gate combinations.

Gardener(s) Names:

List all family members that will be gardening

Residence Address in Sacramento:

Mailing Address (if different):

Daytime Phone: _____ Evening Phone: _____ Cell: _____

E-mail Address:

Emergency Contact: Name: _____ Phone: _____

Information on this form will be used by the garden committee for communication with the gardeners.

I give permission to include information on this registration form in the gardeners directory.

I Do Not give permission to include information on this registration form in the gardeners directory.

The undersigned, in consideration of participation in the Community Garden Program, agree to indemnify and hold the City of Sacramento, The Regents of the University of California, on behalf of UC Davis Health System, and the Garden Advisory Committee harmless, and release them from any and all liability for all injury which may be suffered by the above registered persons and their guests, arising out of, or in any way connected with participation in the garden. I have read and signed the City of Sacramento Waiver and Liability of Release.

I HAVE READ THE ABOVE APPLICATION AND AGREEMENT AND FULLY UNDERSTAND THAT I (WE – for Families) ASSUME ALL RISKS FOR ANY INJURIES RECEIVED. I have also read the Community Garden Guidelines and agree to abide by them.

Gardener(s) Signature(s) - those over 18 that will garden in the plot (Date)

For Year: 2013 Cleaning Deposit \$25 ____ (New gardeners), or Returning Gardener _____
On file

Assigned Plot(s) Number: _____ Plot Fee: _____ Amount Paid: _____

Method of Payment: Check: _____ Money Order: _____ **NO CASH Payments!**

Exhibit "E"

City Community Garden Operations and Rules UC Davis Health System Community Garden 2555 49th Avenue

Produce Not For Sale

The community garden is not for commercial purposes. All produce, edible plant material, and medicinal herbs grown in City of Sacramento community gardens may not be sold. Plants (e.g., seedlings) may be sold strictly as a fundraising event to raise money to support the community garden.

Community Garden Appearance

- Gardens must be actively and obviously used for growing crops, herbs or flowers, and must be maintained year round (inside the garden and outside the garden). At no time shall grass or weeds be over 4" tall.
- Pathways must be free of weeds, tools, hoses, and maintained in good condition.
- Fruit dropped from fruit trees will be picked up in a timely manner so as to avoid attracting rodents.
- All garbage must be taken off site and disposed of properly.
- Piles of junk and debris are not allowed onsite; project materials must be used within the current growing season.
- Vines on fencing and perimeter plants must be maintained and not create a hazard or a nuisance. Vines will not spread on the ground more than 6" from the fence.
- At corners of street intersections, a clear line of sight must be maintained for a distance of 25 feet (measured from the midpoint of the curb face on the corner curve to a point 25 feet along the curb in each direction). Vegetation in within this area will be kept at a height of less than 36" so as not to obstruct the traffic visibility.

Plot Appearance – Year Round

- All plots must be kept free of weeds, diseased and dead plant matter during the year.

Plot Appearance – Winter

- All diseased, dying or end of season plantings should be removed by mid-November.
- All plots will be kept free of weeds during non-planting months.
- A winter garden must be maintained with a cover crop, new productive garden, or straw / leaf mulch.
- Carpets and plastic are prohibited in the garden to cover a plot or as a weed barrier.
- All tomato cages and stakes must be stacked on the plot or in a specified area of the garden at the end of the growing season.

Use and Care of the Garden

City of Sacramento Gardens are organic gardens and must be maintained using sound organic gardening practices. Gardeners are responsible for caring for City of Sacramento Community Garden plots, common areas, and areas along the street

License Agreement No. 13-00012RL

UC Davis Community Garden License

outside of the garden year-round – including during winter. Regular care includes watering, harvesting, and the removal of weeds, spent crop plants, and diseased plants. Insect problems and infestations must be addressed at once to stop their spread to other plots.

All City of Sacramento's Community Garden Program gardens are located on City-owned or controlled property. The City of Sacramento reserves the right to hold special events at the gardens in its program. Such events may include opening the garden to the public. All events will be monitored by City of Sacramento staff to protect the Community Garden Program participants' plots from damage.

Hours of Operation

The garden is only accessible during daylight hours, dawn to dusk.

Paths

Paths adjacent to each plot are the joint responsibility of the gardeners on both sides of the path. Paths should be kept clear, level, and free of obstructions (tools and hoses) and free of plants. Please note that herbicides are **not** allowed (see "Chemicals" section). You may **not** extend your garden beyond its official defined boundary. **Your garden plants must not extend into or over paths.** Paths must be assessable to all and meet ADA requirements.

Dust and Noise Control

Dust must be contained on site. To reduce dusty conditions, water down the work area and keep the area under a light mist as needed to keep dust from becoming air borne and so there are no visible dust emissions offsite.

- Equipment Noise – Noise making equipment (tillers, shredders, lawn mowers, line trimmers, etc) may only be used between the hours of 9:00 am – 5:00 pm Monday through Friday and 9:00 am – 5:00 pm on Weekends. In addition, use of power blowers are prohibited before 9:00 am per the City of Sacramento's ordinance.
- *Music - Keep personal music players turned down so others cannot hear them.*

Chemicals

All City of Sacramento community gardens are organic gardens. Inorganic chemical fertilizers, insecticides, pesticides, and herbicides are prohibited in City of Sacramento Community Gardens. In addition, the following items are prohibited in City of Sacramento Community Gardens:

- Dog, cat, or human manure.
- Fresh manure of any other animal which may be recognized as plant fertilizer.
- Slug and snail bait (even if pet friendly type).

Composting

Composting areas are available in the garden. Useable plant matter from the garden for composting shall be free of seeds and seed heads, and shall not be diseased or harbor insects. Unusable plant material must be bagged and tied shut and properly disposed. All useable plant matter shall be cut to 6 inches and placed immediately in the

compost bin. All plant matter must go inside the compost bins or otherwise it must be bagged and tied shut. All fresh vegetable scraps shall be buried in the compost bin and not left on top of the pile.

Trash

Trash must be picked up and disposed of promptly. Gardeners must bag all trash or place it in a proper trash container. Gardeners are required to remove any trash they create and/or bring to the garden. Recycle plant containers in a designated area.

Water

Water will be provided by UC Davis. Timers and drip irrigation may be used but that equipment must be purchased by each gardener. This includes any and all modifications to the faucets or hose bibs.

Gardeners should be aware of and comply with the City's water restriction ordinance during dry periods regarding limitations on watering during certain days or times of the week.

Gardeners are encouraged to be water conservation-minded. Make sure the faucet is turned off when you leave. Any water that is left on unattended may be turned off by any gardener. Each gardener must take care not to drag hoses and tools over other gardener's plots.

If there is an emergency such as a broken water line, contact the UC Davis hospital main operator at (916) 734-2011 for maintenance staff assistance. If you call the UC Davis hospital main operator please also leave a message for the CGC at 808-4943 so he/she is aware that the problem has been addressed.

To prevent mosquitoes, standing water is not allowed in community gardens. This includes fountains, water gardens, bogs, water in containers of any size used for starting plants or any other type of wet environment that could sustain mosquito breeding.

Tools

Garden tools may be kept on-site in the tool shed. Please return them promptly when you are through using them, in a clean condition and organized manner. All tools and equipment are used at the gardener's own risk. Personal tools may be stored in the shed or tool locker, but they are stored there at the owner's risk of loss.

Personal Items in the Garden

Gardeners may bring personal items into the garden at their own risk of loss. The City of Sacramento is not responsible for lost, stolen, or damaged personal items in the garden.

Leaving the Garden for the Day

When leaving the garden for the day, make sure to turn off water faucets, lock the tool shed and gates, and scramble the lock combinations.

License Agreement No. 13-00012RL

Plant Materials

Any legal plant may be planted in a Community Garden plot with the exception as noted under "Prohibited Plants." Plants may be vegetable, herbal, and floral. Trees are not allowed to be planted in a plot. Trees (shade, fruit, nut or citrus) may be planted in a common area of the garden with review and approval by the City. The City must approve removal of all community garden trees. Grape vines should not be planted in a garden plot. Gardeners are responsible for exercising care when planting plants that are invasive and hard to eradicate. Examples are mints, berry vines, and morning glories. Planting one row of berries shall be allowed.

Prohibited Plants

Prohibited plants are, but not limited to, the following: illegal plants (i.e. marijuana), plants that produce runners (i.e. bamboo, ivy), invasive plants (i.e. sugar cane), poisonous plants (i.e. castor bean), GMO (genetically modified organism) seeds and plants, and possible dangerous plants (i.e. cactus). Fruit trees shall exclude pomegranates.

Height of Plants

When planting seeds and small seedlings, thought must be given about how high these plants will grow. Placement of tall plants on the sides of a plot may produce shade not only on your plot but may also block the sunlight from reaching your neighbor's plot as well. Recommended height is four to five feet. Gardens should be planned so that for most of the day a neighbor's plot will receive its fair share of sunshine. This may mean that tall plants like corn, sunflowers, pole beans, etc. should be planted with care. Tall varieties should be well-staked and planted in the center of a plot.

Prohibited Materials, Items, and Actions

Certain materials, items, plants or animals are prohibited in City of Sacramento Community Gardens. Prohibited materials and items include, but are not limited to, the following:

Materials

- Pressure treated lumber (contains arsenic); railroad ties
- Carpets or black plastic
- Sheets or rolls of clear plastic can be used as a means to solarize a plot for weeds during six to eight weeks of air temperatures over 85 degrees; but must be removed before it begins to become brittle or disintegrate.
- Tires, plywood and sheet metal (not allowed for raised beds)

Items/Actions

- Open pit fires, fireworks, guns and other weapons
- Cars and trucks unless approved by the CGC for work day deliveries
- Furniture other than normal garden / patio furniture
- Music – heard from over 25 feet away
- Smoking and gambling

License Agreement No. 13-00012RL

- Illegal drugs or substances
- Alcoholic beverages (except within a City Permitted event with a valid permit)
- Domestic animals, with the exception of service animals; livestock (including but not limited to ducks, chickens, goats, lambs, llamas, sheep, horses, pigs, or cows)
- Burying animals of any type

Note: The City may deem an item “prohibited” that is not listed in the Guidelines.

Personal Safety in the Garden

All gardeners should be familiar with their fellow gardeners and should recognize others in the garden that are visiting or volunteering. It is recommended that gardeners be aware of all others in the garden and that gardeners notify others when they are leaving the garden, making sure that visitors are not the last ones in the garden. Children under 18 years of age must be accompanied by an adult.

Drink plenty of fluids while in the garden on hot days. Heat stroke and heat exhaustion can come on suddenly; all gardeners should be familiar with the signs of heat stroke and heat exhaustion. It is also recommended that gardeners consider receiving a tetanus shot as tetanus does live in soil.

Appropriate safety equipment must be worn when working in the garden and using power equipment, including but not limited to, shoes or boots, gloves, eye protection, and ear protection. Tools and equipment are used at the gardener's own risk. Gardeners should also remember to wear these important health and safety items when in the garden: sun screen, a wide brim hat, and a long sleeve shirt

Plot Fencing, Trellises, and Other Structures

Approved plot fencing will be temporary only, not in excess of 48” in height, open wire and post construction only, and is not to be constructed of permanent material (i.e., concrete). A trellis not more than four feet tall adjacent to paths may be used on two sides of a plot. Trellises must not be constructed so that they block sunlight from other plots at any time. Both fences and trellises must be easy to remove and must be removed when a gardener gives up the plot. High-rise towers, walls, or any construction or assemblage of materials that encloses a plot or intrudes on another's plot are not permitted. Only one side of a plot can have vertical trellis-like, open, airy structures for supporting climbing vegetables, vines or flowers. Poles, stakes, cages and light wooden trellises are permitted.

Vehicles in the Garden

Private vehicles are not allowed access to City of Sacramento community gardens. Washing private vehicles using garden water is prohibited.

Exhibit "F"
Gardener Liability Release Form

CITY OF SACRAMENTO
DEPARTMENT OF PARKS AND RECREATION
COMMUNITY GARDEN PROGRAM - 2013

DEFENSE, HOLD HARMLESS, AND INDEMNITY AGREEMENT

Name: _____

Address: _____

Phone: _____ Zip Code: _____

COMMUNITY GARDEN: UC Davis property at 2555 49TH Avenue

In consideration of being eligible to participate in the City of Sacramento ("City"), Department of Parks and Recreation Community Garden Program, I agree to defend, hold harmless and indemnify the City and the Regents of the University of California, on behalf of UC Davis Health System ("UC Davis"), and their respective officers, employees and agents from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's and/or UC Davis' staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision arising from personal injury or death, damage to personal or real property, or the environment, contractual or other economic damages, or regulatory penalties (hereafter collectively referred to as "Liabilities"), arising out of or in any way connected with my participation in the Community Garden Program, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to Liabilities to the extent arising from the sole negligence or willful misconduct of the City or UC Davis and their respective officers, employees and agents.

I further agree for myself and my personal representatives, heirs and next of kin to waive, release, and discharge the City and UC Davis and their respective officers, employees and agents from all Liabilities I may suffer arising from my participation in the Community Garden Program.



I hereby acknowledge and agree that I am donating my labor, my participation in the Community Garden Program is voluntary, and I am not an employee or contractor of City or UC Davis. Therefore, I acknowledge and agree that I am not entitled to payment of any wages or other compensation, nor am I entitled to any employment benefits, including, without limitation, any workers compensation or unemployment compensation benefits.

License Agreement No. 13-00012RL

UC Davis Community Garden License

I hereby acknowledge that I am an employee of UC Davis, but agree that I am donating my labor, my participation in the Community Garden Program is voluntary and that my participation is not related to my employment with UC Davis. Therefore, I acknowledge and agree that I am not entitled to payment of any wages or other compensation, nor am I entitled to any employment benefits, including, without limitation, any workers compensation or unemployment compensation benefits for my participation in the Community Garden Program.

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature of parent or legal guardian if participant is under the age of 18 years old.



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No YES Meeting:

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Select Contract Type	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: \$		Original Doc Number:
Other Party: County of Sacramento		Certified Copies of Document::
Project Name: \$10,000 from County of Sacramento for the UCD Community Garden		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Parks and Recreation Division: Admin
 Project Mgr: Lori Harder Supervisor: Jim Combs
 Contract Services: ⁵¹⁷² Date: 5/2/13 Division Mgr: Lori Harder
 Phone Number: 808-5712 Org Number: 19001011
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>LH</i>	4/30/13
Accounting:		
Contract Services:		
Supervisor:	<i>JC</i>	4/30/13
Division Manager:	<i>LH</i>	4/30/13
City Attorney	Signature or Initial	Date
City Attorney:		

Send Interoffice Mail Notify for Pick Up

Authorization Signature or Initial Date
 Choose Director
 Department Director: *[Signature]* 5/2/13
 City Mgr: yes No

For City Clerk Processing

Finalized:
 Initial: *J*
 Date: 05082013

Imaged:
 Initial: *AB*
 Date: 05/07/13

Received:
 (City Clerk Stamp Here)

Title: UCD Community Garden
Other Party: County of Sacramento

2013-0411

2013 MAY - 2 4 6 P

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

AGREEMENT

THIS AGREEMENT is made and entered into the 22 day of April, 2013, by and between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY" and the CITY OF SACRAMENTO, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, on March 26, 2013, the COUNTY approved a payment of \$10,000 in 2001 Tobacco Bond Funds to the CITY; and

WHEREAS, the purpose of this payment is to partially fund construction of a community garden located at 49th and V Streets in the City of Sacramento;

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

COUNTY agrees to pay CITY \$10,000.

CITY agrees to use the \$10,000 payment to partially fund the building of a community garden located at 49th and V Streets in the City of Sacramento, and for no other purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SACRAMENTO

By: [Signature]
Britt Ferguson, Chief Financial Officer

CITY OF SACRAMENTO,
a municipal corporation

By: [Signature] 4/18/13
James L. Combs, Director
Department of Parks and Recreation

For: John F. Shirey, City Manager

Approved as to form:

By: [Signature]
Senior Deputy City Attorney

Attest:

By: [Signature]
City Clerk 05/02/13