

## MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding (“MOU”) between the City of Davis, a municipal corporation (“City”) and Central Park Gardens of Davis, a California nonprofit public benefit corporation (“CPG”). The effective date of this MOU is the date it is approved by the Davis City Council.

This MOU sets forth the understandings concerning the relationship between City and CPG regarding certain real property owned by the City in Central Park, commonly known as the “Gardens”, as shown on **Exhibit A**.

### RECITALS

Whereas, City owns certain real property commonly known as “Central Park” that is located between B, C, Third and Fifth Streets, which is improved with, among other things, a Public Garden area, public restrooms, the US Bicycling Hall of Fame and Museum, a Farmer’s Market pavilion, landscaping, play areas and other improvements; and

Whereas, the Public Garden area of Central Park was envisioned as a garden with long term public involvement in its care and maintenance; and CPG is a nonprofit corporation composed of trained volunteers who have been working in the garden for over 10 years, caring for and developing the gardens, running educational programs, and expanding opportunities for community volunteerism; and

Whereas, the region has a strong history in agriculture and farming and the City recognizes the value of the horticultural educational outreach programs offered to the community; and

Whereas, CPG desires to develop the Public Garden area of Central Park as an ornamental demonstration garden for use in horticultural educational outreach programs; and

Whereas, the popularity and heavy use of Central Park make the Public Gardens a prime place for the conduct of horticultural educational outreach programs; and

Whereas, the parties wish to enter into a mutually beneficial long-term relationship:

NOW, THEREFORE, the parties set forth the following understandings:

### UNDERSTANDINGS

1. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraphs preceding the recitals, are hereby incorporated into this MOU as if set forth herein in full.
2. The City agrees to allow the Public Gardens to be developed and maintained by CPG as ornamental demonstration gardens for use in educational outreach programs. Such use is

non-exclusive, as the entirety of the Public Garden remains a public space open to all. The project includes the following themed planting components:

- A Rose and Flower Garden features roses and plants that attract hummingbirds and butterflies.
- A Sensory Garden features plants that stimulate the senses including fruit trees, herbs, and a variety of fragrant and tactile plants.
- California Native Plant Borders feature a variety of native shrubs, grasses, and wildflowers appropriate for garden use.
- A Meadow Garden features ornamental grasses, bulbs, and flowering plants as an example of a lawn alternative.
- Beneficial Insect Habitat Borders feature a variety of shrubs, flowering annuals and perennials, and grasses to attract pollinators and beneficial insects.
- A Vegetable Garden features a rotation of seasonal vegetables, herbs, and cover crops.
- A Water-wise Garden features a variety of succulents, shrubs, perennials, and grasses from summer-dry climates.

3. This agreement may be terminated by either party upon thirty (30) days written notice. Should the agreement be so terminated by either party, the City shall have the right to resume full care of the area during the notification period.
4. The City agrees to continue with the following regular maintenance:
  - Litter and trash receptacles. The City shall be responsible for the provision and the maintenance of trash and or recycling receptacles in or around the Public Garden.
  - Weeds. The City shall control weeds when necessary in a manner consistent with the City's regular maintenance practices, including all applicable laws, regulations and ordinances that relate to the use of pesticides.
  - Pruning. The City will prune only the trees and the formal hedges in the Public Garden when necessary and in a manner consistent with the City's regular practice.
  - Irrigation. The City shall maintain and repair the irrigation system in a manner consistent with the City's regular practice.
  - Wood chip mulch. The City shall provide wood chip mulch for bedding areas.
  - Decomposed Granite ("DG") The City shall provide DG for minor pathway repair
5. CPG agrees to provide the following regular maintenance:
  - General landscaping. CPG shall be responsible for the general landscape maintenance in the Public Garden. No tools or implements shall be left unattended in the garden.
  - Weeds. CPG shall control weeds by mechanical means and mulching and shall notify City if pesticide application is necessary. No pesticides shall be applied by CPG or their agents at any time.
  - Pruning. CPG will prune the roses, shrubs and other plants to ensure proper growth, using recognized and approved techniques, and keeping the pathways clear. Clippings will be placed in the mutually agreed pickup area and the city will be notified for pick up. CPG shall not prune trees except on a case by case basis with the approval of the Urban Forest Manager or his/her designee.

- Irrigation. CPG shall visually monitor the plants and shall notify City if the irrigation system is in need of repair or if a change in scheduling is recommended. They will also hand water as needed.
  - Wood chip mulch/DG. CPG will spread wood chip mulch in bedding areas or DG on pathways within three days after it has been delivered in response to a request for same by CPG.
  - Composting. CPG shall maintain one (1) compost bin 3ft tall x 9 ft. wide and 3 ft. deep, in the garden area. Bin will be used only for green waste produced in the garden and reused to improve the soil and as an educational tool for future programs in the garden.
6. CPG agrees to make no alterations, additions or improvements to the Public Gardens without first obtaining City's written consent, which consent will not be unreasonably withheld. Any alterations, additions or improvements which are approved and made shall become the property of City. Such alterations, additions or improvements may include, but are not limited to: arbors, fences, irrigation fixtures, pathways, plants, signs, bulletin boards, or sheds.
  7. No vehicles are permitted in the park at any time unless a proper permit has been obtained and subject to the terms and conditions set forth in such permit.
  8. Plant additions or removals may be made by CPG with the following guidelines:
    - Design changes must make a visually attractive addition to the park.
    - Memorial plants must be preserved.
    - Problematic plants (invasive, spiny, poisonous, and allergic) should be avoided.
  9. CPG shall not commence any work contemplated under this MOU until it has provided evidence satisfactory to the City that it has, at its expense, procured and shall maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by CPG, its agents, representatives, or members. Such insurance coverage shall be at least as broad as the latest version of the following: (a) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); CPG shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; CPG hereby certifies and represents that it has no employees and shall have no employees for the term of this MOU.
  10. Each CPG board member shall receive notification of their protection under the City's Workers Compensation program and shall provide signed acknowledgment (**Exhibit B**) of such notification to the City. Additionally, it shall be the responsibility of CPG to ensure that any volunteers participating in activities at the site also receive notification and acknowledge same in a writing which is returned to the city within three days of the activity.

11. The City may close the garden and restrict public and CPG access to the garden for maintenance or should circumstances arise which in the opinion of City require the closure to protect the public health and safety.
12. The parties shall meet twice a year to create the year's work plan and to discuss and solve any problems which have arisen. The parties should provide written documentation of these meetings for our respective files.
13. CPG shall ensure that all improvements including but not limited to signage are constructed and installed in compliance with ADA requirements. CPG shall provide details to the Building Official to ensure compliance with applicable laws.
14. CPG shall not hire or pay any person to perform work on the property without first obtaining written City approval. Any person hired or paid to perform work must comply with all prevailing wage requirements of the State of California.
15. This MOU represents the agreement between the parties with regards to the Public Garden. Both parties agree to work in good faith to resolve any difficulties which arise which are not covered by this agreement.
16. All amendments to this document shall be in writing.
17. The following persons shall be considered the key contacts for this MOU. All written correspondences shall be directed to the names listed below, who shall be responsible for communicating to all other parties within their respective group.

City of Davis Parks & Community Services Department 23 Russell Blvd. Davis, CA 95616 (530) 757-5656 (530) 297-5410 fax	Central Park Gardens of Davis Emily Griswold, Board President 1508 Duke Drive Davis, CA 95616 (530) 756-6825
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**CITY OF DAVIS**



Mike Webb  
City Manager

Date: 4/23/19

**CENTRAL PARK GARDENS OF DAVIS**



Emily Griswold  
President

Date: April 17, 2019

APPROVED AS TO FORM:

By:   
City Attorney





YCPARMIA Medical Provider Network  
Employee Acknowledgement of Receipt

This acknowledgement of receipt is for record keeping purposes only and will be kept in your personnel file to confirm you received and understand this notice. Your signature is not mandatory but we advise you acknowledge receipt of the MPN written notification letter. Please sign this receipt and return it to your HR Department.

I, \_\_\_\_\_, have read and understand the Medical Provider Network notification provided to me.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

*"By Council resolution, volunteers providing services to the City of Davis are treated as city employees for the purposes of Workers' Compensation. Their rights and obligations in this State mandated benefit program are the same as any other city employee."*