

AGREEMENT FOR TEMPORARY USE OF LAND FOR THE PURPOSE OF CREATING COMMUNITY VEGETABLE GARDENS

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, between the CITY OF MISSOULA ("the City"), a municipal corporation, 435 Ryman, Missoula, Montana 59802 and Garden City Harvest ("GCH"), 103 Hickory Street, Missoula, Montana 59801, is for the purpose of temporarily allowing GCH to use City owned land to create community gardens for citizens as described below.

R E C I T A L S

WHEREAS the City of Missoula owns parcels that are unused or underutilized and are suitable for small scale cultivation. These unused and underused parcels require on-going maintenance in the form of litter and weed control and additional police and fire protection while not contributing significant value or benefit to the neighborhoods in which they are located or the City in general; and

WHEREAS local production of food can improve nutrition for Missoula's families and citizens, especially those Missoulians who do not live in homes with access to adequate or any gardening space, while enhancing household food budgets; 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 Missoula; and

WHEREAS local gardening would be a beneficial use of unused or underused City parcels that are located near households without adequate land for gardening; and

WHEREAS Garden City Harvest is an existing Missoula-based non-profit organization with 15 years of experience managing Missoula's existing community gardens and operates all current gardens within the City Limits, showing proven results in aiding citizens' food budgets, growing a sense of community, and building life skills through community garden plots and gardening in community;

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

1. Identification of City Property for Community Gardens. The City designates GCH as the entity to create and manage community gardens on City property between March and November of each calendar year at no charge to GCH. The City and GCH agree to identify certain parcels of land owned by the City that are currently being unused or underused due to their location and/or size or configuration that are suitable for a community garden and such use is consistent with any applicable land use plans. Such parcels may include unutilized rights-of-way, undeveloped lots, undeveloped parkland, or parkland that an adopted master site plan identifies space for a community garden. The goal is to identify 1-2 parcels each year to develop into a community garden as demand for garden space increases and land is available. Community gardens will be open to the public and a minimum of 75 percent of each 15 ft by 15 ft plot will be used to grow food for local consumption.
2. Process for Assessment and Management. When assessing new garden locations, GCH will convene a review committee ("Garden Committee") which will include staff representatives from GCH, Missoula Parks and Recreation, Office of Planning and Grants, Office of Neighborhoods, Public Works Department, Montana State University Extension, Missoula County Parks, or any pertinent agency needed for review and approval. The Garden Committee will propose the

location, based upon criteria drafted by the Garden Committee, of community garden sites. The City Council and/or the City Park Board will approve the site and lease for the property as described under Section 3 of this Agreement. The Garden Committee will create a management plan for the garden that will be reviewed and approved by the City Parks Board for gardens on City parkland. The Management Plan shall address access, fencing, utilities, structures, maintenance, irrigation, and restrictions on the use of synthetic pesticides, herbicides and fertilizers.

3. Land Lease. In addition to drafting a management plan for each garden site, the City and GCH will enter into a lease for use of the City property by GCH for a term of years. The lease shall be reviewed and approved by the City Park Board if the proposed site is City parkland for a lease term of 5 years or less. The lease shall be reviewed and approved by the City Council if: 1) the proposed site is not City parkland or 2) the proposed site is City parkland and the lease term is for more than 5 years, in which case, the City Park Board shall also review and approve the agreement. The lease will address the party's rights and responsibilities, including but not limited to insurance, immunities, indemnification, and pertinent regulations.
4. Modification of Agreement. Notwithstanding any other provision in this Agreement, the parties may mutually modify this Agreement in writing, and they shall agree in such written modification to their respective rights and obligations upon modification.
5. Agreement Binding on Successors. This Agreement is binding on the successors and assigns of the parties. GCH shall obtain the City's approval of any proposed assignee prior to the assignment.
6. Governing Law. The law governing the interpretation or enforcement of the terms and conditions of this Agreement shall be the laws of the State of Montana.

IN WITNESS WHEREOF, Garden City Harvest and the City have caused this instrument to be executed on the ____ day of _____ 2010.

GARDEN CITY HARVEST

THE CITY OF MISSOULA
A Municipal Corporation

BY: Kristina Swanson, Executive Director

John Engen, Mayor

ATTEST:

Martha L. Rehbein, CMC
City Clerk

(Seal)

State of Montana)
)ss.
County of Missoula)

The forgoing instrument was acknowledged before me this _____ day of _____, 2010 by Kristina Swanson on behalf of Garden City Harvest.

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____

My Commission expires: _____
(seal)