



Staff Report

TO: Honorable Mayor and Members of the Town Council
FROM: Sean Rabé, Town Manager
DATE: July 12, 2022
RE: Master Gardener MOU

Recommendation

Adopt the attached resolution approving a Memorandum of Understanding with the Regents of the University of California, on behalf of UC Agriculture and Natural Resources and its UC Cooperative Extension Placer County for its Master Gardener Program, for a demonstration garden at the Loomis Library and Community Learning Center.

Issue Statement and Discussion

In March of 2021, the Loomis Library and Community Learning Center was approached by the UC Master Gardeners of Placer County with the idea of creating community demonstration gardens on the grounds of the Library. The UC Master Gardeners of Placer County are a volunteer organization devoted to public education for home gardeners. They run programs throughout the county with more than 100 volunteers providing education and resources for those who wish to know more about gardening.

The Loomis Library and the UC Master Gardeners of Placer County have long-standing partnership, including many public workshops and the Seed Library. The community has always responded well to these partnerships, with many of the workshops being among our best attended.

Staff believes using the Library grounds for a space for community gardens would be mutually beneficial to the UC Master Gardeners, the Library, and the community as a whole. Because the library is located close to I-80, and downtown Loomis, the location is ideal for garden-enthusiasts, as well as other people who may have an interest in gardening. Placer County currently has no public gardens, making this garden space a great addition to our community, and will likely increase visitation to the library from the surrounding region. This partnership will help to beautify the existing library grounds, as well as creating an outdoor classroom that will be usable for library events.

A description of the proposed garden is included as Exhibit A of the MOU. A map of the proposed project is included as Exhibit C of the MOU.

The Loomis Library and Community Learning Center Board of Trustees has voted to support the project (see Attachment C).

The attached Memorandum of Understanding (Attachment B) outlines the responsibilities of both the Master Gardeners and the Town. The agreement has been vetted by the Town Attorney and the Town's risk management authority, and meets their concerns. These are standard terms for a MOU between two governmental agencies.

Staff is prepared to respond to any questions you may have.

CEQA Requirements

The recommended action is exempt from CEQA under 14 CCR Sections 15301, 15304, and 15311.

Financial and/or Policy Implications

The Master Gardeners will be responsible for any increased water usage for the garden. The Town will be responsible for any additional electrical costs (if any).

Attachments

- A. Resolution
- B. Memorandum of Understanding, with exhibits
- C. Loomis Library and Community Learning Center Board of Trustees Resolution #XX

TOWN OF LOOMIS

RESOLUTION 22- ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF UC AGRICULTURE AND NATURAL RESOURCES AND ITS UC COOPERATIVE EXTENSION PLACER COUNTY FOR ITS MASTER GARDENER PROGRAM, FOR A DEMONSTRATION GARDEN AT THE LOOMIS LIBRARY AND COMMUNITY LEARNING CENTER.

WHEREAS, the Town of Loomis is the owner of the Loomis Library and Community Center, located at 6050 Library Drive, Loomis, California (Assessor’s Parcel Number 043-100-029-000); and

WHEREAS, the University of California Cooperative Extension Placer County (UCCE) has approached the Town of Loomis about installing a public demonstration garden at the Loomis Library and Community Learning Center; and

WHEREAS, the Trustees of the Loomis Library and Community Learning Center voted to support the project on October 6, 2021; and

WHEREAS, Town Staff believes the project will be a benefit to the overall operation of the Loomis Library and Community Learning Center; and

WHEREAS, the Town Staff and the Regents of the University of California have agreed to the terms of a Memorandum of Understanding outlining the responsibilities of each party in the construction and operation of said demonstration garden.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Loomis that the Mayor is hereby authorized to enter into the Memorandum of Understanding with the Regents of the University of California for the construction and operation of a demonstration garden at the Loomis Library and Community Learning Center.

PASSED AND ADOPTED this 12th day of July , 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Knisley, Mayor

Attest:

APPROVED AS TO FORM:

Carol Parker, DeputyTown Clerk

Jeffrey Mitchell, Town Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS
UC Cooperative Extension Placer County
Master Gardener Program
AND
Town of Loomis**

This Memorandum of Understanding (“MOU”) is entered into by and between Town of Loomis (“Cooperator”) and The Regents of the University of California (“University”), on behalf of UC Agriculture and Natural Resources and its UC Cooperative Extension Placer County (“UCCE”) for its Master Gardener Program (“MGP”).

I. PURPOSE

The purpose of this MOU is to allow MGP access to a portion of Cooperator’s property to establish and maintain a demonstration garden. The garden will re-purpose a large grassy area by dividing it up into educational areas including edibles, planning for pollinators, plants native to our area, drought tolerant landscaping, planting under the existing oak trees, fruit trees, composting options and a meeting area (“Project”), as further described in Exhibit A, Project Description, which is hereby attached and incorporated by reference. The Project will be conducted at the following location: 6050 Library Drive, Loomis, CA (“Premises”), as further depicted in Exhibit C, Map of Premises, which is hereby attached and incorporated by reference.

II. TERM

This MOU is to be in effect from the date of last signature below for an initial period of five (5) years. At the end of the period, this MOU may be reissued for another five (5) year period upon mutual written agreement of the parties.

III. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For Cooperator:

Sean Rabe, Town Manager
Town of Loomis
3665 Taylor Rd.
Loomis, CA 95650
Email: srabe@loomis.ca.gov

For University:

Kevin Marini, MGP Program Manager
UC Cooperative Extension Placer County
11477 E. Ave.
Auburn, CA 95603

Email: krmarini@ucdavis.edu

IV. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

V. INSURANCE

UCCE certified Master Gardeners who have completed formal training, and who periodically are re-trained, are considered formal volunteers or agents of the University, and therefore, are covered for their negligent acts or omissions by the University's general liability self-insurance program while acting in the course and scope of their volunteerism for the University.

Both parties agree to provide and maintain, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self-insurance.

VI. INDEMNIFICATION

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding (MOU) but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for

injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

VII. OTHER TERMS

1. *Copyright:* The University shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed under this MOU.
2. *Logos:* Where University and Cooperator logos are used on any signage or documentation arising from this MOU, the logos of each party will be of equal size.
3. *Information Privacy:* All parties shall endeavor to hold any personal information received in the course of this project confidential, to the greatest extent permitted by University policy and applicable federal and state statutes.
4. *ADA Compliance:* Cooperator represents and warrants that it has knowledge of the requirements of the federal Americans with Disabilities Act of 1990, and the Government Code and the Health and Safety Code of the State of California, relating to access to public buildings and accommodations for disabled persons, and relating to facilities for disabled persons. Cooperator will, at its sole cost, comply with such provisions to the fullest extent of the law with respect to this MOU, the Project, and all related matters.

University represents and warrants that it has knowledge of the requirements of the federal Americans with Disabilities Act of 1990, and the Government Code and the Health and Safety Code of the State of California, relating to access to public buildings and accommodations for disabled persons, and relating to facilities for disabled persons. University will, at its sole cost, comply with such provisions to the fullest extent of the law with respect to this MOU, the Project, and all related matters.

5. *Non-Discrimination:* The University prohibits discrimination against or harassment of any person in any of its programs or activities on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth), physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, family/parental status, income derived from a public assistance program, political beliefs, age, sexual orientation, citizenship, or status as a U.S. veteran, or reprisal or retaliation for prior civil rights activity. UC Policy is intended to be consistent with the provisions of applicable State and Federal laws.
6. *Modification:* This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification

or amendment submits the same in writing to the other party at least sixty (60) days in advance to allow for negotiation of said proposal.

7. *Dispute Resolution:* Should any conflict arise as the result of this MOU, UCCE Director and Cooperator shall meet to resolve the conflict.
8. *Termination:* Either party may terminate this MOU upon giving sixty (60) days' written notice to the other party.
9. *COVID-19:* Programs and activities conducted under the scope of this MOU will be provided either virtually or in-person, in accordance with the strictest guidance and restrictions from the Centers for Disease Control and Prevention ("CDC"), University, and local health authorities, such as by the California Department of Public Health, California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), and/or any Executive Order signed by the California Office of the Governor (collectively, "applicable governmental directives"), regarding COVID-19 public safety practices to ensure safe delivery for participants and educators, as further described in Exhibit A, "COVID-19 Measures," which is hereby attached and incorporated by reference into this agreement.
10. *Electronic Signatures:* This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.
11. *Execution in Counterparts:* This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below.

COOPERATOR

Jenny Knisely, Mayor
Town of Loomis

Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Wendy Powers, Associate Vice President
University of California Agriculture and Natural Resources

Date

Exhibit A: Project Description

I. BACKGROUND

Cooperator is an incorporated Town, the Town of Loomis. The Town of Loomis created a library department which consists of the Loomis Library and Community Learning Center, a free, municipal library (“Library”).

The University of California Cooperative Extension Master Gardener Program (“MGP”) is an educational program designed to teach and extend information to address gardening needs in communities throughout the State of California. The purpose of the UCCE MGP is to identify, train, and develop community volunteers who, through the dissemination and application of horticultural and botanical information and knowledge, will enhance learning and therefore the quality of life for the people of the state of California. The proposed Project will model several types of gardening and landscaping elements aligned with research-based principles. The Premises will serve as an example of best practices for the area, a gathering spot for educational outreach and a habitat for biological diversity.

II. RESPONSIBILITIES

1. Cooperator agrees to:

- a. Provide MGP use of a room located in the Library at the Premises address defined in Section I of this MOU, for educational workshops and meetings.
- b. Provide MGP non-exclusive use of the portion of the premises as described in Section II.1.a of this Exhibit A above, and the outdoor portion of the Premises shown on Exhibit C for uses consistent with the terms of the MOU and its exhibits.
- c. Provide MGP access to the water main, and act as the sole provider for water used by MGP in maintaining the Project, not to exceed the average water usage from the year prior to the start of the Project.
- d. Provide MGP with access to electricity as needed. Cooperator will be responsible for the cost of all electricity used for the Project.
- e. Provide guidance during MGP’s development of the Project, to align goals of Cooperator and MGP.

2. University agrees to:

- a. Establish and maintain the Project located at the Premises.
- b. MGP will use the Premises for the following purposes:
 - a. To hold educational workshops offered to the community and surrounding areas throughout the year as weather permits.
 - b. To collaborate with the Library to hold educational events.

- c. To open the Premises to the public for informal training days called "Garden Days."
- d. To establish a pollinator habitat and grow fresh produce to donate to the community, as available resources permit.
- c. MGP will be responsible for any costs of water usage over the amount of the average water usage from the year prior to the start of the Project.

UCCE is the entity responsible for the MGP in its entirety within its respective county. Program decisions are the responsibility of the UCCE County Director, in consultation with the Master Gardener Program Coordinator.

Decisions regarding the development of the Project are to be made by a steering committee that will include MGP volunteers and the Director of the Loomis Library.

With respect to fund raising activities conducted for the benefit of the Project, MGP will utilize all funds raised solely on the development and operation of the Project.

Except as set forth in Section II.1 above, expenses related to the Project development and management are the sole responsibility of the UCCE Master Gardener Program.

It is understood that any and all improvements and/or installations made to the Premises shall be owned solely by the University. Should this MOU be terminated in accordance with the above MOU Section VII.8, the University will remove all such improvements and/or installations from the Premises. Following removal of improvement and installations, University shall be responsible for returning the outdoor portion of the Premises to substantially the same condition it was in at the time of approval of this MOU.

EXHIBIT B: COVID-19 Measures

I. COVID-19

1. All parties agree to:
 - a. Be aware of and informed about the hazards known to be associated with the SARS-CoV-2, novel coronavirus referred to as “COVID-19.”
 - b. Be familiar with and informed about the CDC, University, and local health authorities’ directives regarding current COVID-19 guidelines.
 - c. To the best of their knowledge and belief, be in compliance with those current CDC, University, and local health authorities’ directives and guidelines.
 - d. Take steps to comply with any modifications, changes, or updated guidelines or directives made by the CDC, University, or local health authorities.
 - e. Notify the other party, as soon as reasonably practicable, when it becomes aware that a person who has tested positive for COVID-19 has been present at the Premises, or otherwise interacted with other persons as part of this project or programming, during the timeframe that they may have been infectious to others, based on current public health guidance from the CDC, University, or local health authorities.
 - f. Notify the other party immediately, if at any time one party becomes aware that they do not comply with CDC, University, or current local health authorities’ directives or guidelines under this MOU.
2. To find out if your County has specific mask order or other public health guidance that is different from the State, visit <https://covid19.ca.gov/get-local-information/#County-websites>.

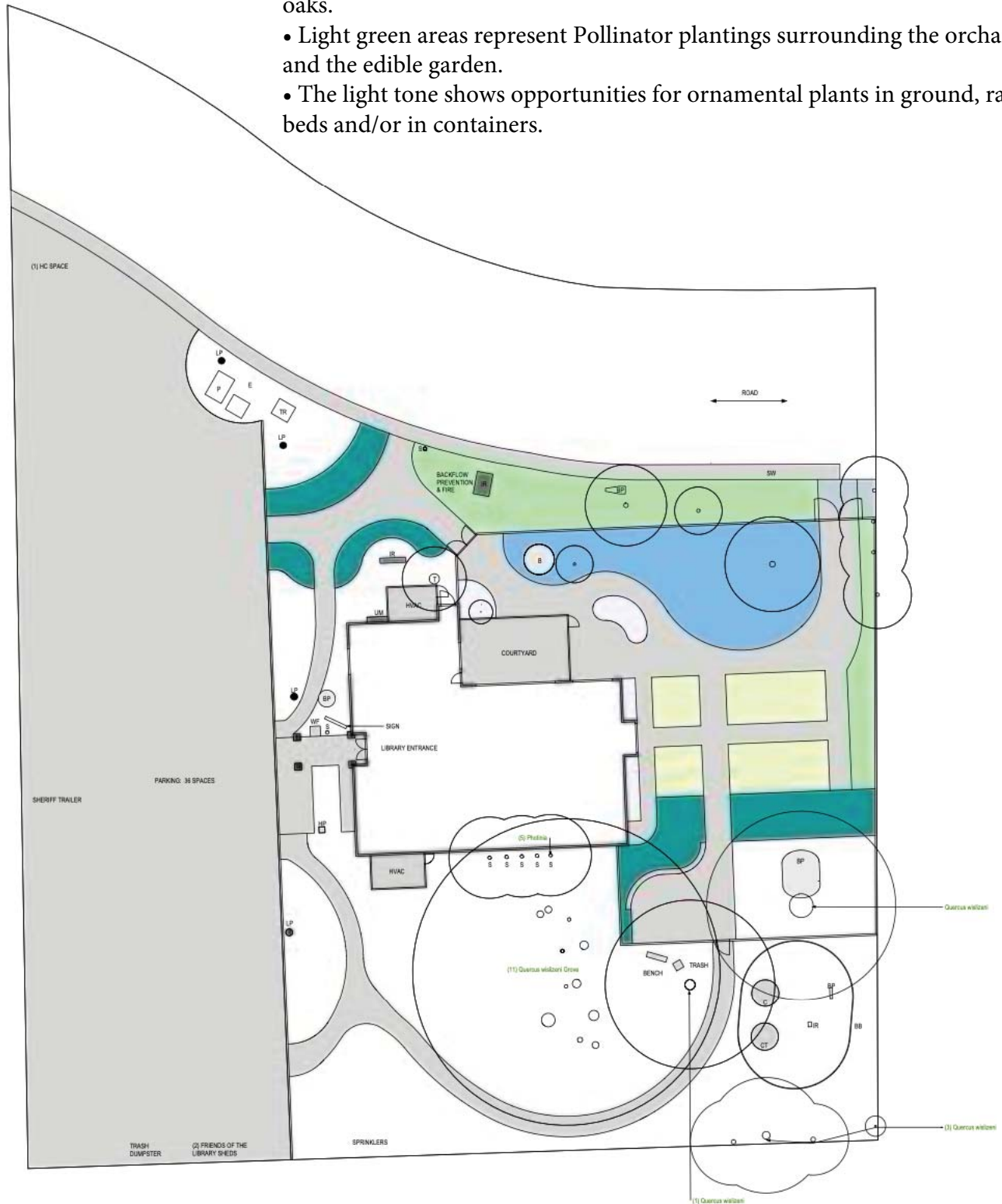
EXHIBIT C: Map of the Premises

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Exhibit C: Map of Premises

This Concept Plan for softscape shows the Garden types in 5 colors

- Yellow rectangular spaces define the location of the edible garden beds.
- Blue areas show the location for the orchard including fruit trees and berries.
- Dark green areas indicate native plant areas along the path to the main entry and under the native oaks.
- Light green areas represent Pollinator plantings surrounding the orchard and the edible garden.
- The light tone shows opportunities for ornamental plants in ground, raised beds and/or in containers.



**LOOMIS LIBRARY & COMMUNITY LEARNING CENTER
BOARD OF TRUSTEES**

RESOLUTION NO. 21- 01

A RESOLUTION OF THE LOOMIS LIBRARY & COMMUNITY LEARNING CENTER
BOARD OF TRUSTEES
APPROVING THE PROPOSED INSPIRATION GARDEN PROJECT

WHEREAS, the Loomis Library & Community Learning Center and the UC Master Gardeners of Placer County have a long-standing partnership through community workshop and the seed library; and

WHEREAS, both institutions are dedicated to public education; and

WHEREAS, the inspiration gardens would serve to draw people into our community from the surrounding region, and

WHEREAS, the development of inspiration gardens on library grounds would be beneficial to the UC Master Gardeners of Placer County, the Loomis Library & Community Learning Center, and the regional community as a whole .

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Loomis Library & Community Learning Center Board of Trustees does hereby approve the proposed inspiration garden project.

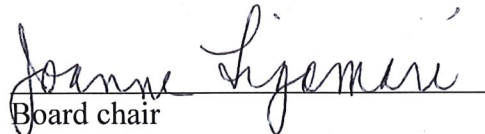
PASSED AND ADOPTED this 6th day of October, 2021 by the following vote:

AYES: Ligamari, Garcia, Stewart-Black

NOES: None

ABSENT: Crosthwaite, Waller

ABSTAIN: None


Board chair

ATTEST:


Deputy Town Clerk