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Community Conservation Coordinator

Garden Name: \_\_\_\_\_

Mailing Address for Garden: \_\_\_\_\_

Garden Coordinator: \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone: \_\_\_\_\_

### I. PURPOSE

This is an Agreement for the voluntary membership within the Green Spaces Alliance Community Gardens Network for the purpose of developing, maintaining, and sustaining participating gardens.

### III. GARDEN ADMINISTRATION

- A. GARDEN agrees to administer the garden at LOCATION in the following ways:
1. Designate GARDEN STEWARD and Co-Steward for the purpose of development and maintenance of GARDEN on the LOCATION. GARDEN STEWARD shall be the point of contact between GREEN SPACES and GARDEN. GARDEN may name another individual the GARDEN STEWARD or PARTICIPATING MEMBERS as it sees fit, but GARDEN must inform GREEN SPACES of the substitution within 30 days of replacement.
  2. Organize community members to participate in the development and maintenance of the GARDEN.
  3. Establish rules and regulations for the governance of the GARDEN including responsibility for various functions such as planting, maintenance, programs, and security.
  4. Identify and secure financial and other resources necessary to support the effective on-going maintenance of the GARDEN.
  5. Provide other specific resources necessary to coordinate community engagement and ensure the success of GARDEN as a community-managed garden.
  6. GARDENS are strongly encouraged but not mandated by GREEN SPACES to acquire an MOU with all affiliated parties of public and private landowners.

### IV. GARDEN FUNDING

- A. GREEN SPACES has internal funding policies in place to provide for competitive funding opportunities wherein participating GARDENS can apply for funding. Funding will be at the discretion of the Executive Director and Program Manager.
- B. Funding from external sources may be available to support mentorship and training, sustainability projects, LID, and/or other projects regarded as in line with the Urban Land and Water programmatic framework and/or the SA Tomorrow Sustainability Plan. Funding will be at the discretion of the Executive Director and Program Manager.
- C. GARDEN must complete the construction of GARDEN or GARDEN PROJECT in a satisfactory manner within the time established in the timetable described in the GREEN SPACES SUSTAINABILITY FUNDING APPLICATION.
- D. GREEN SPACES may withhold any undisbursed portion of FUNDS or recover unspent awarded FUNDS If GARDEN or GARDEN PROJECT is not completed within the timetable specified in the application for funding.
- E. There is no REIMBURSEMENT POLICY for expenses incurred by the GARDENS or its MEMBERS
1. GARDENS assume full financial responsibility for development, maintenance and sustaining of the PHYSICAL GARDEN SPACE
  2. It is only with the expressed written consent that GREEN SPACES authorizes underwriting

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3. To be eligible for FUNDING the GARDEN requesting funds must have a current MOU or provide documentation upon request that such an agreement exists.

### VI. DISBURSEMENTS

- A. GREEN SPACES will distribute funding in accordance with the guidelines specified in the GREEN SPACES SUSTAINABILITY FUNDING APPLICATION.
- B. GREEN SPACES will not provide bookkeeping services for GARDENS awarded funding
  1. GARDEN STEWARDS take sole responsibility for the management, documentation, reporting, and appropriate use of awarded funds
- C. GARDEN STEWARD shall manage FUNDS received from GREEN SPACES to pay costs of the GARDEN or GARDEN PROJECT and for no other purpose.
  1. Cost overrun will be the responsibility of the GARDEN
- D. Each request for, and acceptance of, a disbursement by GARDEN shall be affirmation that no adverse developments affecting the financial condition of GARDEN or its ability to complete the PROJECT has occurred since the date of this Agreement unless specifically disclosed in writing by GARDEN in the GREEN SPACES SUSTAINABILITY FUNDING APPLICATION submitted to GREEN SPACES.
- E. Unspent GARDEN or GARDEN PROJECT FUNDS will be returned to GREEN SPACES within 60 days of the PROJECT TIMELINE specified in the funding guidelines.
- F. GREEN SPACES can at any time request an audit of GARDEN or GARDEN PROJECT FUNDS
  1. If in the event it is determined through the audit process that FUNDS were misused or misappropriated GREEN SPACES reserves the right to recapture FUNDS in accordance with the laws of the state of Texas.

### VIII. GENERAL PROVISIONS

- A. No joint venture or partnership is created hereby
  1. It is at the discretion of GREEN SPACES to participate in MOU's as a third party with GARDENS and other parties, public or private. GREEN SPACES reserves the right to not sign as a third-party.
  2. GREEN SPACES on a case-by-case basis will make determinations on how active to be in the process of assisting with the negotiation of MOU arrangements.
- B. GARDEN STEWARD nor GARDEN shall be considered an agent or employee of GREEN SPACES for any purpose, and no joint venture, principal-agent or partnership relationship exists. GARDEN is solely responsible for its officers, agents, employees and volunteers and GREEN SPACES has no responsibility therefore. No party not a signatory hereto shall be considered a third party beneficiary of this Agreement.
- C. Termination in the event of non-performance
  1. If GARDEN fails to fulfill any of its obligations described above, GREEN SPACES shall inform GARDEN of its deficiency, and GARDEN shall have 60 days to correct the problem. If the problem is not corrected to the reasonable satisfaction of GREEN SPACES within 60 days, or sooner if an emergency condition requires action to be taken sooner, GREEN SPACES may, at its option, terminate this Agreement, and have no further obligations hereunder.
  2. GREEN SPACES assumes no responsibility financial or otherwise to facilitate, coordinate, manage or implement actions to remediate GARDEN SITES if they cease to exist, are terminated, or show evidence of non-performance.
- D. If GARDEN exits the network or if the GARDEN is dismissed from the network due to non-fulfillment of obligations as described above, even if GARDEN continues the PROJECT, GREEN SPACES maintains the option to remove elements paid for with FUNDS and redistribute elements to other gardens. Removable elements may include but are not be limited to tools, fencing, structures, furniture, water catchment systems, storage, and bed materials.
- E. If GARDEN has neglected or abandoned LOCATION as evidenced by no GARDEN-organized activity at LOCATION for a period of 90 days, GREEN SPACES may, but shall not be required to, substitute another party as GARDEN for the LOCATION.
- F. Indemnity

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1. GARDEN STEWARD agrees to indemnify and hold harmless, GREEN SPACES, its directors, officers, employees, agents and volunteers, individually or collectively, against all liability and suits of any caused by GARDEN's negligence, including any acts or omissions of GARDEN, any officer, director, or employee or volunteer GARDEN, while in the exercise of performance of GARDEN's rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of GREEN SPACES, its officers, employees, agents, or representatives.
  
- G. In the event GREEN SPACES and GARDEN are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any charitable immunity under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- H. GREEN SPACES and the GARDEN shall each promptly advise the other in writing of any claim or demand against the GARDEN or GREEN SPACES known to such party related to or arising out of the activities under this Agreement.
- I. GARDEN provides the following names and contact information for the core members who will assist the GARDEN STEWARD in maintaining the LOCATION as a community-managed GARDEN.

### EFFECTIVE DATE AND TERM

This Agreement will become effective upon signature GARDEN STEWARD and GREEN SPACES designee. This Agreement shall be effective for one year and will be renewable for an additional one year term upon review of the site at that time.

### XI. SIGNATURES AND AUTHORIZATION

By signing below, GREEN SPACES, the GARDEN, the GARDEN STEWARD, and any authorized signatory for any umbrella organization agree to the terms stated in this AGREEMENT.

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the Green Spaces Alliance Community Gardens Network Membership.

#### Garden Steward

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name

#### Executive Director

Signature \_\_\_\_\_ Date \_\_\_\_\_

Tyler Sanderson