

**FACILITY USE AGREEMENT BETWEEN
THE CITY OF VISALIA (CITY) AND
RURAL PROSPERITY CENTER (RPC)
COMMUNITY GARDEN**

This AGREEMENT made and entered into as of the _____ of _____ 2025, by and between the CITY OF VISALIA, a Municipal Corporation, hereinafter referred to as “CITY” and RURAL PROSPERITY CENTER, hereinafter referred to as “RPC”. CITY and RPC may be collectively referred to herein as the “PARTIES”.

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained on the part of RPC to be kept and performed, and in consideration of the usage costs to be paid to CITY as hereinafter set forth, CITY hereby agrees to enter into a FACILITY USE AGREEMENT with RPC, for operation and maintenance of a “Community Garden,” as identified in Attachment A, attached hereto and incorporated by this reference.

1. TERM

This FACILITY USE AGREEMENT shall commence on January 1, 2026, for a one (1) year term, and may be extended with up to four (4) one-year extensions upon the mutual agreement of the PARTIES.

2. EARLY TERMINATION

This Agreement may be terminated prior to the date specified in section 1 of this Facility Use Agreement under any of the following circumstances. In the event of termination of this Agreement as provided herein, the CITY and RPC shall be under no further obligation to each other by reason of the Agreement.

- a. Inadequate Funding: It is understood that RPC is dependent upon funds from other sources to operate and maintain the Community Garden. If RPC fails to obtain, or otherwise experiences a reduction in funding necessary to initiate or maintain its Community Garden program, RPC shall notify CITY of any such funding shortfalls and its alternative plan to maintain its Community Garden program identified in Attachment A. If RPC is unable to secure adequate funding to initiate or operate its Community Garden project as specified in Attachment A, then CITY shall have the right to terminate the Agreement.
- b. Garden Closure: If operation and maintenance of the Community Garden asset languishes to the extent that the asset no longer provides a workable space for growth of any garden resources amongst garden participants, or is not accessible to garden participants, CITY shall have the option to terminate this agreement.
- c. Mutual Consent: The PARTIES may terminate this Agreement at any time by written mutual consent.

3. USE

Annually RPC shall submit a request in writing by December 1st expressing their intent to extend this Facility Use Agreement for an additional year. Upon mutual agreement of the CITY, the Facility Use Agreement may be extended for any additional one-year term as provided in Section

1.

RPC and its programming partners shall have exclusive use of the premises and shall actively and continuously use and operate the premises for the limited purpose of conducting its Community Garden program as identified in Attachment A.

CITY shall have the right of access to the premises at all times.

4. UTILITIES

RPC will pay all rates, tolls, and charges for utilities used on the premises.

5. ASSIGNMENT

RPC shall not assign, mortgage, sublet or otherwise transfer any part or any interest in this Agreement to any person, firm, organization or corporation during the term of this Agreement or any extension thereof without the written consent of CITY.

6. REPAIR AND MAINTENANCE

RPC is responsible for maintenance and repair of the premises and assets thereon described below or otherwise identified in Attachment A throughout the term of this Agreement, at the sole cost and expense to RPC. RPC shall be responsible for operating and maintaining the condition, repair, and maintenance of the premises and any permitted improvements or alterations, including but not limited to the irrigation system. In addition, if any portion of the premises or any of the City's property located on the premises is damaged by any activities conducted by RPC, its agents or invitees, RPC shall repair any and all such damage and restore the premises or City's property to its previous condition. RPC is responsible for notifying the CITY within 24 hours of any damage to the premises, so that the CITY may determine whose responsibility it is to repair or replace and determine the manner in which the repair or replacement is to be completed.

RPC is responsible for maintaining its personal property including but not limited to storage units/sheds, equipment, banners/signs in a manner agreeable to CITY. RPC is responsible for any maintenance or replacement of their equipment resulting from vandalism and/or graffiti.

7. MODIFICATIONS

It is understood and agreed by and between the parties hereto that any alterations, modifications, or additions to the structural improvements on the premises by RPC can only be instituted by first obtaining written approval by the CITY of the plans, locations, specifications, of said structural changes. All such alterations, modifications, or additions to the structure of the premises shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority; local, County, State and Federal requirement.

8. FACILITY APPEARANCE

CITY and RPC representatives shall inspect the facility and grounds annually. RPC shall maintain the premises to the reasonable satisfaction of the CITY, and in such a manner that the premises will be neat and well-kept in appearance.

9. INSTALLATION OF SIGNS AND/OR BANNERS

During the term of this Agreement, RPC shall have the following rights in regard to installation and removal of signs and/or banners. Signs and/or banners must be appropriately sized and may be placed upon fences, must face the interior of the premises only, and must be in good condition and hanging position.

Any sign and/or banner installed, operated, and maintained by RPC will be RPC's total financial responsibility. RPC shall obtain any and all necessary permits from the City Planning Division in compliance with the City of Visalia Municipal Code Chapter 17.84 sections 17.48.010 et seq.

10. SECURITY

RPC shall provide security and supervision at all activities held on premise, sufficient to ensure adequate protection of the premises which are the subject of this FACILITY USE AGREEMENT.

RPC acknowledges that additional security measures, such as but not limited to video recording cameras cannot be installed or placed within the premises without CITY authorization. The CITY reserves the right to deny any request.

11. INDEMNIFICATION:

RPC hereby agrees to and shall defend, protect, indemnify, and hold harmless the CITY and all officers, agents, representatives, and employees thereof from any and all liability, claims, or damages of whatsoever kind or character, including attorneys fees and costs of all types incurred in defense of any of the said parties from said claims or liability, because of or arising out of, directly or indirectly, the acts or omissions of RPC, RPC'S independent contractors, employees, representatives, agents, and invitees, and the passive or active negligent acts or omissions of the CITY or its officers, agents, representatives, and employees while acting within the scope of their duties regarding work to be performed pursuant to this AGREEMENT. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims, or liability. This FACILITY USE AGREEMENT shall be binding upon RPC whether or not there are any allegations of fault, negligence or liability of the indemnities hereunder.

12. VOLUNTEERS/EMPLOYEES

RPC shall be responsible for adhering to any local, county, state, or federal laws for conducting criminal background checks on all independent contractors, employees, representatives, agents, volunteers, who will be in a position to supervise youth under 18 years of age or vulnerable adults. RPC agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from supervising children or vulnerable adults.

13. INSURANCE REQUIREMENTS:

It is further understood and agreed that RPC shall secure and maintain during the term of this FACILITY USE AGREEMENT, and any renewal thereof, a policy of commercial general liability and property damage insurance, naming the CITY as co-insured, with a single combined liability limit of \$2,000,000.00, and property damage limits of not less than \$1,000,000.00, insuring against all liability of RPC and its authorized representatives arising out of and in connection with RPC's use or occupancy of the premises. All general liability insurance and property damage insurance shall insure performance by RPC of the indemnity provisions of item 11. CITY shall be named as

additional insureds, the policy shall contain cross liability endorsements, and an endorsement requiring 30 days written notice from the insurance company to all parties before cancellation or change in the coverage, scope or amount of any policy. Such policy, or a certificate of the policy, together with evidence of payment of premiums, shall be delivered to CITY at the commencement of the term, and on renewal of the policy not less than 30 days before expiration of the term of the policy. RPC, at its own cost, shall be responsible for maintaining a policy of insurance covering its personal property located on the premises.

Throughout the AGREEMENT term, at any time RPC employs any person(s), RPC shall, at RPC's sole cost and expense, keep or cause to be kept in force workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 per accident.

14. ANNUAL REPORTS

RPC agrees to provide annual reports, to include participation numbers, RPC financial information pertaining to Community Garden programming, proof of non-profit status, and other reports or information as requested by the CITY.

15. IMPROVEMENTS

As set forth in Section 7, RPC shall have the opportunity to make improvements to the premises and property which is subject of this FACILITY USE AGREEMENT, provided that RPC obtains prior written approval from the CITY before any such improvements. Upon the expiration of this FACILITY USE AGREEMENT, and any extension thereof, all such improvements shall automatically revert to CITY's ownership. Should the CITY elect to require RPC to remove said improvements, RPC shall do so and return the property to its original condition, allowing for reasonable and normal wear.

16. DISCRIMINATION

RPC for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, sex, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises.

17. QUIET ENJOYMENT

CITY does hereby covenant and agree that upon the performance of all covenants by RPC as herein provided, RPC shall peaceably and quietly hold and enjoy said premises during the term of this AGREEMENT and any extension thereof except as otherwise provided hereupon the termination of this AGREEMENT or any extension thereof.

18. AMENDMENT

This AGREEMENT may be amended at any time by mutual agreement of the parties in writing.

19. NOTICE

All notices to be given by RPC pursuant to this AGREEMENT shall be mailed to
City of Visalia: 345 N Jacob St Visalia, CA 93291;
and all notices to be given to RPC pursuant to this LEASE AGREEMENT shall be mailed to

Rural Prosperity Center c/o Executive Director:
(mailing address) _____

For the purpose of this AGREEMENT, RPC shall designate one point of contact with which the CITY shall coordinate the use of fields, maintenance concerns and other communications. This representative or a designee in his/her absence will be the only authorized agent of RPC to coordinate use.

20. ENTIRE AGREEMENT

This FACILITY USE AGREEMENT contains the entire AGREEMENT between the parties. No promise, representation, warranty, or covenant not included in this AGREEMENT has been or is relied on by either party. Each party has relied on his/her own examination of this AGREEMENT, counsel of its own advisors, and warranties, or representations, or covenants in the AGREEMENT itself. The failure or refusal of either party to inspect the premises or improvements, to read the AGREEMENT or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

IN -WITNESS WHEREOF, the parties have executed this LEASE AGREEMENT as of the date first above written.

RURAL PROSPERITY CENTER

CITY OF VISALIA

Eduardo González Date
Co-Founder/Co-Executive Director
Rural Prosperity Center

Leslie Caviglia, City Manager Date

Risk Management Date

APPROVED AS TO FORM:

City Attorney Date