

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF POMONA AND
POMONA HOPE**

This Memorandum of Understanding ("MOU") is made and entered into this 17th day of March, 2026 (the "Effective Date") by and between the City of Pomona, a California charter city, ("CITY") and the Pomona HOPE ("Organization"). CITY and Organization are sometimes referred to herein individually as "Party" and collectively as "Parties."

1. RECITALS

1.1 CITY owns real property located at 192 E. Center Street, Pomona, California 91767 ("Property"), as more particularly described in Exhibit "A".

1.2 Organization and the CITY desire to work together to develop a community garden space at the Property for agricultural purposes to enable community-supported healthy eating, active living, education initiatives, and the building of accessory structures to support the community garden ("Project"). The Project includes those uses listed in Exhibit B, attached hereto and incorporated herein by this reference.

1.3 The City will provide the Organization with the Property to use for the Project.

1.4 Organization plans to use the Property in support of the Project.

1.5 It is the intent of the Parties to enter into this MOU to establish and coordinate the responsibilities of the Parties with respect to the Project, all as further set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by CITY and Organization as follows:

2. TERMS OF THE MOU

2.1 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this MOU as though fully set forth herein.

2.2 Term. This MOU shall commence on the Effective Date and continue through March 16, 2027, unless the MOU is previously terminated or extended as provided for herein ("Term").

2.3 Change in Legal Instrument. Parties agree that this MOU may be modified to another legal instrument, e.g. license or lease agreement, at any point of the term by written agreement of the Parties.

2.4 CITY Commitments. CITY hereby agrees to do the following:

(a) CITY Contact. Designate a leadership team member or equivalent person to act as liaison to the Organization Contact, providing a first point of communication for the Project ("CITY Contact"). The CITY Contact will be Meg McWade, Director of Public Works.

(b) Use of Property. CITY shall provide use of the Property for the Project. The Property is more particularly described in Exhibit "A," attached hereto to this MOU and incorporated herein by this reference.

(c) Security. City shall install a security perimeter fence.

(d) City Limitation of Liability. City shall not be held responsible for any damages to Organization resulting from theft, fire and any other causes.

2.5 Organization Commitments. Organization hereby agrees to do the following:

(a) Organization Contact. Identify a primary staff member responsible for communication between the CITY and Organization for fulfillment of the Project ("Organization Contact"). The Organization Contact will be Jeff Johannsen.

(b) Use of Property. Organization shall use Property solely for the Project and any accessory uses in support of the Project, including, assembly of certain structures.

(c) Access to Property. Organization shall provide City with access to the Property, including keys to the gate.

(d) Funding Commitments. Organization shall be fully responsible for funding of the Project.

(e) Responsibility for Perimeter Fence. Organization shall be responsible for maintenance, replacement and repairs to security perimeter fence installed by City.

(f) Alterations and Improvements. Organization may make non-permanent alterations or improvements to the Property pertaining to the Project at their own expense. Organization shall obtain written approval from the City prior to making any alterations or improvements pertaining to the Project. Any contractor hired by Organization to construct improvements shall be licensed and bonded as required under California law, and any contractor with whom Organization enters into an agreement to construct improvements shall contain licensure, insurance, bonding, indemnity, release, and assignment provisions acceptable to the City.

(g) Repair and Maintenance. Organization shall keep the Property and any Project improvements located thereon in good condition and shall make all necessary

repairs during the term of this MOU. Organization shall prevent the accumulation of overgrown vegetation, any waste materials, including materials used for soil building that might constitute a fire or health hazard, or a public or private nuisance.

(h) Compliance with Laws/Permits. Organization shall, in all activities undertaken pursuant to this MOU, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Organization, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Organization desires to conduct or have conducted pursuant to this MOU.

(i) Utilities. Organization shall pay for all utilities, including water, electricity, and waste disposal.

2.6 Termination. The CITY may terminate or suspend this MOU, in whole or in part by providing written notice to the other Party at least thirty (30)-days prior to the effective date of termination, with or without cause. In cases of an emergency or a breach of this MOU, this MOU may be terminated immediately.

2.7 Insurance. The Organization shall obtain insurance of the types and in the amounts described below and satisfactory to the CITY.

(a) Commercial General Liability Insurance. Organization shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and the general aggregate limit not less than two million dollars (\$2,000,000). Such insurance shall:

(i) Include the CITY its officials, officers, employees, agents, and consultants as additional insureds and shall contain no special limitations on the scope of coverage or the protection afforded to the additional insureds;

(ii) Be primary with respect to any insurance or self-insurance programs covering the CITY, its officials, officers, employees, agents and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Workers' Compensation Insurance. Organization shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per occurrence.

(c) Certificates of Insurance. Organization shall furnish the CITY with properly executed certificates of insurance and, if requested by the CITY, certified copies of endorsements and policies, which clearly evidence all insurance required under this MOU and provide that such insurance shall be not canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to the CITY.

The CITY shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this MOU.

(d) Coverage Maintenance. Organization shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this MOU. Unless otherwise provided for in this MOU, Organization shall maintain such insurance from the execution of this MOU until completion of the Project.

(e) Licensed Insurer. Organization shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise approved, in writing, by the CITY.

2.9 Indemnification. To the fullest extent permitted by law, Organization, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, volunteers, and assigns (collectively, the "Organization Parties") shall, and hereby does, agree to indemnify, defend, and hold harmless CITY; and its elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (collectively, the "CITY Parties"), from and against all damages, claims, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs (collectively "Damages") incurred by CITY to the extent that the same arise or result from or are caused by the acts or omissions of the Organization Parties in connection with their use of CITY property or the Project and/or in connection with the exercise of any other rights granted by this MOU with respect to CITY property or any part thereof; provided, however, that Organization shall not be obligated to indemnify, defend, or hold harmless the CITY Parties from and against any Damages to the extent that such Damages are caused by the sole negligence or willful misconduct of the CITY Parties. Organization indemnification obligation herein shall include, without limitation, the following: 1) any and all claims under workers' compensation acts and other employee benefit acts with respect to Organization's employees/volunteers or Organization's consultant's employees arising out of the Project, 2) liability for damages for death or bodily injury to person, (3) injury to, loss or theft of property; and 3) any failure or alleged failure to comply with any provision of law.

3. MISCELLANEOUS TERMS

3.1 Amendment. This MOU may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

3.2 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this MOU, the language of this MOU shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this MOU.

3.3 Entire Agreement. This MOU constitutes the entire and integrated agreement with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

3.4 Notices, Demands and Communications Between the Parties.

(a) Formal notices, demands and communications between Parties shall be deemed sufficiently given if: (i) by commercial overnight delivery; (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including electronic mail and/or fax transmissions, subject to written verification of receipt by the receiving party. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice to the other Party.

All notices, demands and communications shall be sent, as follows:

To CITY:

City of Pomona
Attn: Public Works Director
505 S. Garey Ave.
Pomona, CA 91766

To Organization

Pomona Hope
Attn: Jeff Johannsen
401 N. Gibbs Street
Pomona, CA 91767

(b) Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

3.5 Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

3.6 Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this MOU, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this MOU.

3.7 Third Party Beneficiaries. This MOU and the performance of the Parties obligations hereunder are for the sole and exclusive benefit of the Parties. No person or entity who or which is not a signatory to this MOU shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either of the Parties hereunder as a result of a Party's performance or non-performance of its obligations under this MOU.

3.8 Relationship of Parties. The Parties agree and intend that the Parties are independent contracting entities and do not intend by this MOU to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

3.9 Governing Law. This MOU shall be governed by the laws of the State of California without regard to conflicts of laws principles. Any litigation or other legal

proceedings which arise under or in connection with this MOU shall be conducted in a federal or state court located within or for Los Angeles County, California.

3.10 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this MOU.

3.11 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this MOU, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

3.12 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

3.13 Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

3.14 Authorized Representatives. The person or persons executing this MOU on behalf the Party warrant and represent that they have the authority to execute this MOU on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

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3.9 Governing Law. This MOU shall be governed by the laws of the State of California without regard to conflicts of laws principles. Any litigation or other legal

EXHIBIT A
**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF POMONA AND
POMONA HOPE**

IN WITNESS WHEREOF, the Parties hereby have made and executed this MOU as of the date first written above.

CITY OF POMONA

POMONA HOPE

By: _____
Anita D. Scott
City Manager

By:  _____
Jeff Johannsen

APPROVED AS TO FORM:

ATTEST:

By:  _____
City Attorney
Best Best & Krieger, LLP

By: _____
Its:

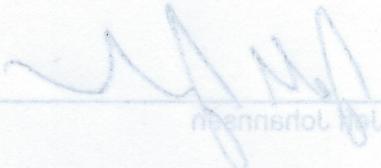
EXHIBIT A

PROPERTY DESCRIPTION

192 E Center St, Pomona, CA 91767
APN: 8336-026-904 and 8336-026-905
0.35 Acres
GP; LDR
Zone: DT-SP

POMONA HOPE

CITY OF POMONA

By: 

Jan Johnson

By: _____
Anita D. Scott
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____

[Name]

By: 

City Attorney
Best Best & Krieger, LLP

EXHIBIT B

ORGANIZATION SCOPE OF SERVICES

- I. Roles and Responsibilities of Organizations should be as agreed upon in the MOU and include, but are not limited, to the following:

The creation of a community garden space at the Property for agricultural purposes to enable community-supported healthy eating, active living, and educational initiatives, including the erection of certain structures to support the community garden and:

- a. Coordinate parcel assignments for community members.
- b. Manage financial transactions such as fee collections and maintenance of financial records.
- c. Manage all garden documentation and records.
- d. Coordinate and perform regular maintenance and basic landscaping.
- e. Educate gardeners on composting practices and manage compost collection.
- f. Maintain garden infrastructure by conducting monthly inspections.
- g. Schedule, oversee, and fund garden repairs.
- h. Monitor and maintain the irrigation system and troubleshoot watering issues and make necessary repairs.
- i. Promote the garden within the community.
- j. Develop and implement garden rules and address violations.
- k. Maintain communication with City on any garden/project-related matters.
- l. Promote increased consumption of healthy food and beverages through community gardens.
- m. Educate citizens regarding fresh, healthy food access to develop increased awareness, knowledge, skills, motivation and utilization among community members around healthy eating and active living.

II. Garden Plot Plan

- a. Community plots: A total of 24 ground-level planters will be available for rent. In addition the City will build 19 raised planters. City will supply trees for exterior areas and will provide the layout where each planter will be placed.
- b. Hours of Operation shall be first Saturday from 8am-12pm and third Sundays 12pm-4pm. Hours may be extended for special events as needed.
- c. Truck deliveries will be by a small truck only and only during normal operational hours. Smaller wood chip truck deliveries approximately 4-8 times per month as they have materials.
- d. Chemicals that are acceptable to be on-site include: chemicals for Agricultural use only. No synthetic fertilizers or pesticides shall be allowed. Organic pest diversion methods such as tree tea oil or neem oil may be used in low quantities. Additional chemicals that may be stored on-site are paint for art activities, wood stains and propane for a gas grill.

- e. Composting: The garden must have designated space for a compost pile or bins in the garden area. Weeds and plant material should be composted on-site or placed in green waste collection area(s) to be disposed of properly later. Green waste shall not be thrown away in the trash, left in pathways, or improperly dumped.
- Avoid locating compost bins adjacent to a main pedestrian pathway.
 - Gardeners shall manage composting garden waste in a manner that minimizes odor and pests.
 - Gardeners should avoid placement of diseased plant material in composting bins or enclosures.
 - Pressure-treated lumber is prohibited since chemical preservatives may leach into the decomposing compost.
 - No waste from outside the community garden is permitted.
- f. Types of events held on the property include educational events/trainings, film screenings, art events, food events, community dialogues, presentations, urban farming and sustainable agriculture networking groups, harvest festivals. All events shall be coordinated with the City to ensure safety and coordination with other events. Proposed events shall be submitted and reviewed by the City a minimum of 30 days prior to the event date.
- g. Events, tours, activities, and other activations on the property that do not exceed 50 persons and do not involve permitting for vendors such as business licensing or Los Angeles County Department of Public Health clearance are allowable uses of the property. Any activity that exceeds either of the aforementioned thresholds shall require a Special Event Permit.

"PARTICIPANT WAIVER & ACKNOWLEDGEMENT"

Participant's Release of Claims Regarding Participation in Community Garden

- 1. Voluntary Participation.** I, _____ (name of participant), acknowledge that I am voluntarily participating in the HOPE community garden and activities related to the community garden on premises located at 192 E. Center St, Pomona, CA 91767. I understand that the premises are owned by the City of Pomona, California and used by Pomona Hope to operate a community garden. I also understand I am responsible for, but not limited to, the following:
- a. Plant, grow, and care for plants within the designated plot boundaries, respecting neighboring plots.
 - b. Maintain the health of plants through regular watering, fertilization, pruning, and pest management.
 - c. Keep the plot reasonably free of weeds and dispose of weeds in designated areas.
 - d. Harvesting produce promptly to prevent spoilage and waste.
 - e. Clearing the plot of non-wintering plants and related materials by the end of each growing season.

2. Assumption of Risk. I AM AWARE THAT OUTDOOR ACTIVITIES IN GENERAL AND OUTDOOR ACTIVITIES SPECIFICALLY RELATED TO AGRICULTURAL WORK MAY BE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I ACKNOWLEDGE THAT THE COMMUNITY GARDEN DOES NOT PROVIDE ANY SERVICES THAT ARE OF GREAT IMPORTANCE, PRACTICAL NECESSITY, OR ESSENTIAL TO THE PUBLIC. I AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____

3. Release. As consideration for being permitted by Pomona Hope to participate in these activities and use related facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives release all claims against, will not sue, and will not attach any liens or encumbrances against the property of Pomona Hope or the City of Pomona, California on account of injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, volunteer, affiliate, agent, or contractor of Pomona Hope connected to my participation in the community garden.

As consideration for being permitted by Pomona Hope to participate in these activities and use related facilities, I hereby agree that I, my assignees, heirs, distributes, guardians, and legal representatives release all claims against, will not sue, and will not attach any liens or encumbrances against the property of Pomona Hope or the City of Pomona, California on account of injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or

contractor of Pomona Hope connected to my participation in the community garden.

4. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY BETWEEN ME, POMONA HOPE, AND THE CITY OF XXXX, CALIFORNIA, AND SIGN IT OF MY OWN FREE WILL.

5. Construction and Partial Invalidity: If any term or provision of this Waiver Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Waiver Agreement, the validity of the remaining portions shall not be affected thereby.

Executed _____ (date) at _____ (city), CA.

_____ (signature of participant) _____ (print name)

Declaration of Witness

I certify that _____ (name of participant) acknowledged in any presence that _____ (he or she) read and fully understood the meaning and consequences of the foregoing release and signed it in my presence.

Executed _____ (date) at _____ (city), California.

_____ (signature of witness) _____ (print name)