

**COMMUNITY GARDEN PARTNER GROUP**  
**COOPERATIVE AGREEMENT**  
**BY AND BETWEEN**  
**THE DISTRICT OF COLUMBIA**  
**DEPARTMENT OF PARKS AND RECREATION**  
**AND**  
**[NAME OF COMMUNITY GARDEN PARTNER GROUP]**

This Community Garden Partner Group Agreement (herein referred to as “the Agreement”) is made and entered on this [insert day] of [insert month] [insert year], between the District of Columbia, Department of Parks and Recreation (“DPR”) and [insert organization name] (herein referred to as the “Partner Group”), a District of Columbia organization accepting responsibility to maintain the community garden located at [Address of Community Garden], and known as [Name of Community Garden]. The organization [is incorporated] at [business address].

Recitals

WHEREAS, pursuant to D.C. Official Code 10-304(a), 19 DCMR 720 and Title 10 Section 1105 of the District of Columbia Municipal Regulations, the Department of Parks and Recreation may form partnerships with various groups to permit private persons and organizations to improve and beautify parks, playgrounds, and recreation centers under DPR’s jurisdiction, to accomplish a stated goal or mission; and

WHEREAS, consistent with the aforementioned authority afforded DPR, DPR has instituted a program known as the “Community Garden Program” for the improvement, beautification, operations, management, and certain maintenance of District of Columbia owned real property used or to be used for community gardening and activities within the jurisdiction of DPR public park sites; and

WHEREAS, DPR desires to enter in Cooperative Agreements at no cost to the District or DPR with volunteer groups who have a demonstrated knowledge, interest and ability in community development and gardening whereby such entities, agree to provide for or cause to be provided for the maintenance, operations, management and/or beautification of the community garden site and agree to cooperate with and assist DPR in the performance of the necessary administrative and regulatory functions essential to the implementation of the Program at no cost to the District; and

WHEREAS, DPR is the District of Columbia agency charged with the management, maintenance and operation of the [Community Garden Name] and [Park/Facility Name], a park and/or recreation facility within the control of the District of Columbia government; and

WHEREAS, the Partner Group desires to participate in the Community Garden Program, and perform certain maintenance, beautification, operations, management and/or coordination of improvements of DPR real property located at [Community Garden Address], pursuant to responsibilities outlined and agreed upon in this Agreement; and

WHEREAS, [Partner Group Name] is a District of Columbia organization created to [insert description], and is in good standing with the District of Columbia and is authorized to execute and perform this Agreement; and

WHEREAS, it is understood and agreed between the parties to this Agreement that any and all fundraising, maintenance, and coordination of the improvements of the community garden site, including but not limited to landscaping and/or installation of equipment of any sort located on the said property site, must be prior approved by DPR in writing; and

WHEREAS, prior to the entry onto the community garden site for purposes of the Agreement, outside the allowances set forth in Section III(B)(1), the Community Partner Group shall specifically obtain from DPR any and all necessary approvals and permits onto said property, as may be required by DPR; and

WHEREAS, it is understood and agreed that DPR, insofar as it is legally permitted to do so, shall assist the Partner Group in obtaining the required permits or licenses directly related to Community Partner Group's activities on said property; provided however the Partner Group shall bear any and all costs and expenses connected in any way with obtaining said permits and licenses; and

WHEREAS, the signatories of the Agreement accept the division of liability and duties enumerated herein.

NOW THEREFORE, the Parties hereto agree as follows:

I. Scope of Agreement

- A. General. This Agreement shall apply to maintenance, operations and management of the community garden site and the Partner Group's activities located at the community garden site pursuant to paragraph B. in this section. The recitals above are incorporated herein and made a part of this Agreement.
- B. Community Garden Operations and Management Plan. In accordance with 19 DCMR 720 and 10 DCMR 1105.4, the Partner Group shall submit to the Director of DPR, a plan for the maintenance, beautification, operations, and management to the community garden site, and where applicable a Statement or Scope of Work, which upon acceptance by DPR, will be considered an addendum to this Agreement and shall be appended to this Agreement.
- C. Partner Group agrees to perform its responsibilities under this Agreement on a voluntary basis and Partner Group will not incur or claim any costs or fees or wages against the District of Columbia for the maintenance or operations, or other work performed.

## II. Term

- A. This Agreement shall become effective as of the date of this Agreement and shall continue in force and effect from the date of signature hereto until December 31, 2022, unless earlier terminated by DPR or the Partner Group. Upon expiration of the initial term, the Agreement may be renewed for an additional three (3) years (the “Renewal Term”) by a written notice to DPR from the Partner Group of its desire to renew this Agreement under the same terms and conditions, unless otherwise agreed to in writing by all parties to this Agreement. The Community Partner Group’s notice of its intent to renew the term of this Agreement shall be sent to and received by DPR sixty (60) days prior to the expiration of said initial term. Notice shall be provided in accordance to Section IV of this Agreement. The Renewal Term must be accepted and approved by DPR in writing in order to proceed.

## III. Specific Responsibilities of the Parties

### A. Community Garden Partner Group

1. **Community Garden Partner Group Structure.** The Partner Groups may be made up of individual volunteers or a formally incorporated entity. Only groups who choose to incorporate or who enter into an agreement with a fiscal sponsor may collect membership dues or plot fees for the garden. Groups who wish to collect annual membership dues or plot fees are subject to the following:

- a) *Maintenance of Corporate Existence.* If a Partner Group chooses to facilitate the collection of membership dues and any other funds raised, the Partner Group agrees that it shall maintain its corporate existence under the laws of the District of Columbia. The Federal Employer Identification Number of Community Partner Group is ~~[XX-XXXXXXX]~~. See DC Code 10-302 (b)(3).
- b) *Membership Fees.* Until new municipal regulations are established by DPR, no garden fees shall exceed \$30 annual fee for a garden plot, regardless of size. The Partner Group must ensure the money is secured pursuant to DC Code 10-302 (a), (b) and (c).
- c) *Free Plots for Low Income Gardeners.* All community gardens with more than 15 personal garden plots must make at least one garden plot free to a low-income gardener. If a low income gardener does not apply by the time a garden is ready to assign new plots at the beginning of the growing year, the group shall allow that plot to go to the next gardener on the waiting list on a yearly basis. That gardener will return to the front of the waiting list the following year and the plot will be open for a low-income

gardener again. If no low-income gardeners apply again the following year this process will repeat. Income can be demonstrated by a showing of receipt of public assistance as outlined by DPR for its programs.

- d) *Fundraising.* Partner Group may only conduct on-site fundraising with DPR written approval and if the Partner Group has 501[c][3] non-profit status. All fundraising activities will only be to provide, or cause to be provided, improvements and services for the community garden site, in accordance with the provisions of this Agreement, DPR approval of a fundraising proposal, and the laws regarding DPR fundraisers.
  - e) *Repository of Funds.* Partner Group agrees to maintain all funds raised for the Community Garden in dedicated bank accounts in the Partner Group's name and to make disbursements solely for improvements and services for the community garden site, in accordance with this Agreement. See DC Code 10-302(b)(3).
  - f) *Annual Financial Reporting.* Community Partner Group will provide annual (or more frequently if requested) accounting to DPR of all funds collected by and for the Partner Group for the community garden site.
  - g) *Termination of Agreement.* In the event of termination of this Agreement, all funds must still be allocated solely for the improvement and services for the community garden site. All transactions shall be immediately suspended and the Partner Group shall immediately remit the balance held in any account(s) to DPR.
2. **Youth Programs.** The Partner Group may not provide programs for youth under the age of 18, without a DPR employee present at all times. Only DPR employees with background checks may supervise activities with youth.
3. **Membership.** The Partner Group agrees to provide opportunities for participation to all DC residents who request to join the Community Garden, as the Wait List allows, specified Section III(A)(4) below. All members shall be required to sign a DPR Community Garden Code of Conduct.
4. **Wait list.** When garden plots are full the Partner Group must start and maintain a public waiting list.
- a) Everyone on the waiting list must provide a District address. If a gardener moves outside of the District they will immediately forfeit their garden plot.
  - b) The wait list will be operated by a first come, first served basis with the exception to community members who live within one mile of the garden.

- (1) Community members who live within one mile of the community garden may be moved to the front of the wait list, contingent upon providing documentation to prove residency (example: utility bill or an equivalent piece of documentation with their name and address clearly listed). Requests are managed on a first come, first serve basis.
  - c) To ensure validity, all waiting list requests and corresponding information will be made public. The community Partner Group must be able to provide an electronic or paper copy of the waiting list to anyone who requests it.
5. **Garden Plot Use Duration.** The maximum plot use duration for gardens with 15 plots or less shall not exceed three (3) years. Exceptions to the garden plot use duration:
  - a) For Garden Manager and Partner Group Members who wish to continue their volunteer service and who continue to live in the District
  - b) When no residents are on the wait list
6. **Gardeners with disabilities.** The Partner Group must designate at the minimum one garden plot located closest to an entrance or another convenient spot for a gardener with disabilities.
  - a) If a gardener with disabilities does not apply by the time a Garden Manager is ready to assign new plots at the beginning of the growing year, the Partner Group shall allow that plot to go to the next gardener on the waiting list on a yearly basis. That gardener will return to the front of the waiting list the following year and the plot will be open for anyone with a disability again. If no one with a disability applies again the following year this process will repeat.
  - b) Applicants may propose an alternative plan for including disabled gardeners but written approval must be issued by DPR before the plan is adopted.
7. **Compliance with DPR Park and Community Garden Policies.** The Partner Group will ensure all users of the community garden site are in compliance with DPR Park and Community Garden Policies.
8. **Regular Public Meetings.** Community Partner Group must organize at least one annual public meeting. All annual public meetings of a Community Garden Partner Group must be scheduled reasonably in advance and publicly announced, including an announcement at the local ANC meeting. There must be physical flyers as well as social media announcements. The Partner Group agrees to give advance notice to DPR of when and where each public meeting is scheduled.

9. **Quarterly Reports.** The Partner Group agrees to submit quarterly reports to DPR summarizing its activities using the quarterly reporting form provided via email by DPR two weeks prior to the end of each quarter. Summaries shall include a summary and report of any incidents that occur at the garden including disputes, injuries, theft, damage or other hardships.
  
10. **Improvements and Approvals.** During the term of this Agreement, if a Partner Group wishes to change the garden in any way, including but not limited to, building new garden plots or building structures, prior written approval must be provided by DPR and further written agreements and insurance may be necessary.
  - a) Requesting approval is not a guarantee of approval and any expansion without DPR approval will be a violation of the Cooperative Agreement.
  - b) Partner Group understands and accepts that all changes and improvements to the community garden site pursuant to this Agreement or otherwise by private persons or organizations shall become the property of the District of Columbia government.
  
11. **Plot Limit.** All members may only garden one (1) personal garden plot per household. There are two exceptions to this rule. One exception is if two people with already existing garden plots begin sharing a household. They are allowed to keep both plots. The other exception is if there are open plots and no members on the wait list. In this case, a member can garden more than one plot until someone joins the waiting list.
  - a) If the new member joins before June 1st then the old member with multiple plots must transfer one of their additional plots to the new member in garden-ready condition.
  - b) If the new gardener joins the waiting list after June 1st the old gardener with multiple plots may wait until the beginning of next calendar year to transfer the plot.
  - c) Exceptions to this rule may be made by DPR in its discretion. DPR reserves the right to deny any request. All members are restricted to one garden plot at one DPR community garden. Members cannot garden a personal plot at more than one DPR community garden.
  
12. **Community Outreach and Communication.** The Partner Group will develop and submit for approval a Community Inclusion Plan (CIP) to DPR. In addition, the Partner Group will assist DPR in posting and distributing announcements and events through the Partner Group website; press advisories; list serves; and Partner Group electronic newsletter and e-mail messages to all community garden participants. Partner Group shall coordinate all publicity, flyers, advertising, website content, and any other marketing information pertaining to the community garden, park or

recreation site with DPR's Office of Communications and include the language "**Name of Partner Group** in partnership with DPR," in its communications. DPR reserves the right to review and approve all such communications prior to their use.

**Financial Responsibility.** The Community Partner Group and its officers, members, agents, employees, contractors and volunteers shall be authorized by the District to perform only those maintenance or coordination of improvement activities in accordance with this Agreement at no cost to the District. At all times the Partner Group shall retain full financial responsibility for monies owed under all contracts entered by the Partner Group. Should any person perform improvements and/or maintenance activities on behalf of the Partner Group which are not prior approved in keeping with the term of this Agreement, making applicable the available remedies at law or otherwise for break of contract or otherwise.

13. **Garden Operating Procedures.** Community Gardener Groups must develop garden operating procedures that address at minimum, but not limited to, all additional garden rules outside of the DPR Garden Code of Conduct, any additional garden procedures, the current governance structure of the garden, maintenance plan, procedures to amend the bylaws and transitional procedures to replace roles in Community Garden Partner Group.
14. **Maintenance Plan.** Garden operating procedures must be submitted to DPR. A maintenance plan detailing routine maintenance procedures, spring preparation and fall winterization must be included.
15. **Maintenance Areas.** Pathways, both sides of fences, and all areas inside the garden must be maintained by the Community Partner Group.
16. **Waiver Forms.** Community Gardener Groups must ensure each gardener and volunteer signs a waiver of liability releasing DPR from any liability and holds the District harmless for any injury or property damage.
17. **Garden Code of Conduct Agreement.** Community Gardener Groups must ensure each gardener signs a Garden Code of Conduct Agreement, agreeing to all DPR garden rules and procedures.
18. **Gardener Communication.** Community Partner Group must use multiple forms of communication to ensure that all gardeners receive all communications from the Partner Group. Mail, telephone, email and posting notices in individual plots and at the garden in common areas are all forms of communication that should be utilized. Special effort should be made to reach gardeners without access to computer or internet services via phone and mail.

## B. DC Department of Parks and Recreation

1. **Access.** DPR agrees to make the community garden site available to the Partner Group and garden members in order to advance the goals articulated in this agreement. DPR will provide the Partner Group access to the community garden site solely for the planting, weeding, and watering necessary to implement the operations and management of the community garden. All other services must comply with all required permitting and entry approvals, including but not limited to, securing a Right of Entry from the District of Columbia prior to entry onto the site.
2. **Land Jurisdiction.** The community garden site will remain at all times under the jurisdiction of DPR and under the permanent control and ownership of the District of Columbia. This Agreement shall in no way be construed to intend to confer or transfer ownership rights of the District of Columbia to the Partner Group. All improvements made in the community garden site shall become the property of the District of Columbia, immediately following installation. In the case of improvements requiring on-site inspection by DPR, ownership of such improvements, and in consequent liability therefore will convey once the site is determined by the District to meet relevant inspection criteria.
3. **Site Inspection.** The District and DPR shall not relinquish their preexisting right to conduct an onsite inspection at any time. The District of Columbia reserves the right to remove immediately any dangerous condition resulting from maintenance, improvement and/or beautification project performed by the Community Partner Group. However, DPR agrees that improvements donated by the Partner Groups are intended for use in the community garden site. Accordingly, DPR agrees not to remove any items from the community garden site donated by the Partner Group which do not present a dangerous condition without first providing a 30 day notice to the Partner Group. The Partner Group shall provide the original warranties for or guarantees of any items/equipment installed in the community garden site.
4. **Lack of Maintenance or Management.** If the community garden is deemed un-kept or un-managed, the Garden Manager will be issued two separate warning notices by DPR. Those notices will be issued using at least two forms of communication per issuance (for example, phone call and letter through the mail). If the problem continues thereafter, the agreement will be revoked and DPR will either replace the Partner Group's leadership or find a new Partner Group.



5. **Program Plots.** DPR reserves the right to add or subtract garden plots reserved for DPR or DPR Partner programs. DPR can only add garden plots to vacant areas. DPR cannot remove an active gardener from a garden plot for the purpose of increasing program plots.
6. **Design Approvals.** DPR must approve all community garden site improvements before work begins.
7. **Acceptance of Project.** Pursuant to DC Code 10-302(b)(3) all improvements made to the community garden site pursuant to this Agreement or otherwise by private persons or organizations shall become the property of the District of Columbia government. If required, the Partner Group and DPR shall file the appropriate District government donation documents with respect to such improvements.
8. **Approvals and Review.** Consistent with the spirit of cooperation embodied in this Agreement, DPR agrees to use best efforts to review and approve all materials forwarded by the Partner Group in a timely manner and to provide assurance, where requested by the Partner Group, to insure that the work-site meets District standards for safety. Further, DPR agrees to inspect completed projects in a timely manner.
9. **Communication.** The parties agree to maintain open lines of communication at all times during the operation of this Agreement. Except where otherwise provided in this Agreement, all notices required in this Agreement, including any change in the person designated to receive notices shall be sent by mail, messenger or email to the person designated herein in writing by each party to receive such notice at the address listed below:

For the Department of Parks and Recreation:

Josh Singer  
Environmental Division  
1480 Girard St NW  
Washington, DC 20009  
(202) 262-2138  
Joshua.singer@dc.gov

For Community Partner Group:

[insert name]  
[insert organization]  
[insert address]  
[insert city, state, zip]  
Phone: [insert]  
[insert email]

IV. Waiver, Indemnity and Insurance.

- A. The [Name of Partner Group] hereby waives, releases and forever discharges the District of Columbia, its agency, its directors, or employees, agents and any other person or entity connected with the District of Columbia, and agrees to indemnify and hold harmless same from any and all liability, claims, damages and demands of whatever kind or nature arising out of, in connection with or related in any way to work performed by members of the [Partner Group] or [Partner Group] volunteers.
- B. The District of Columbia, a self-insured municipal corporation, and its agencies shall be held harmless for any financial damages or losses resulting from contractual obligations, actions or omissions of the Partner Group and the Partner Group's officers, directors, members, agents, employees, contractors and/or volunteers in the performance of activities pursuant to this Agreement.

V. Right to Terminate

- A. DPR and the Partner Group each shall have the right to terminate this agreement at any time in its discretion with written notice.
- B. If this Agreement is so cancelled or terminated for any reason, there shall be no further obligations by DPR. The Partner Group shall donate any fees or funds raised to the District of Columbia through a donation form for the benefit of the garden. The Partner Group and the Partner Group's officers, agents, employees, contractors or volunteers shall not perform additional activities within the community garden site after such termination or cancellation.

VI. Modification

- A. No waiver or modification of any provision of this Agreement will be effective unless it is in writing and signed by duly authorized representatives of DPR and the Partner Group.

VII. Assignment

- A. This Agreement shall not be assigned to any other party unless expressly authorized by DPR.

VIII. Applicable Laws

- A. DPR and the Partner Group shall comply with all applicable laws, regulations and rules whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of DPR for supervision, regulation, and control of its property under such applicable laws, regulations and rules.

IX. Miscellaneous

- A. DPR and the Partner Group, and the Partner Group's officers, members, agents, employees, contractors, or volunteers shall comply with all District laws and regulations in the performance of all activities pursuant to this Agreement.
- B. The Partner Group and all persons under its control shall conduct themselves in such a manner as not to damage DPR's property or other adjunct property, nor to injure any person thereon.
- C. Failure of either party to enforce any provision of this Agreement shall not be deemed to be a waiver of such provisions unless otherwise specified in writing by the party making the waiver.
- D. This Agreement, including all exhibits attached hereto, represents the entire Agreement between the parties and supersedes all prior agreements and understandings. This Agreement and any Community Garden Operations and Management Plans may be executed in counterparts, each copy of which shall constitute an original document and all of which taken together shall constitute one single agreement between the parties.
- E. This Agreement is entered into solely between, and may be enforced only by, Community Garden Partner Group and DPR, and this Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a party, or to create any obligations of a party to any such third parties.
- F. The applicant acknowledges that it is not entitled to receive a notice to quit upon termination of this COOPERATIVE AGREEMENT (and, if otherwise required by law, waives such notice to quit). The applicant WAIVES ANY RIGHT THAT IT MAY HAVE TO TRIAL BY JURY FOR ANY ISSUE OR DEMAND RELATING TO OR STEMMING FROM THIS AGREEMENT.

X. Anti-Deficiency

- A. The Parties acknowledge and agree that District and DPR's obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into by the parties pursuant to this Agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned

IN WITNESS THEREOF, THIS Agreement is dated and effected as of the date affixed with the signature of the Director of Parks and Recreation.

FOR THE D.C. DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
Delano Hunter  
Director

\_\_\_\_\_  
Date

FOR THE [insert name of Partner Group]

\_\_\_\_\_  
[insert name]  
[insert title]

\_\_\_\_\_  
Date

**Exhibit 'A'**  
**Community Garden Maintenance Plan**