

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(XXX) Action

FROM (DEPT/ DIVISION): UCo Health

SUBJECT: Enter into lease agreement with City of Pendleton for the purposes of administrating a community garden.

Background: In UCo Health’s 2022-2026 Community Health Improvement Plan, one strategic activity was the creation of a community garden. We have been in talks with City of Pendleton about utilizing some city property for this purpose. A lease agreement has been drafted by the City. Additionally, UCo Health has secured some grant funding from an EOCCO SHARE grant to provide for the initial phase 1 build out. The full plan is attached.	Requested Action: Please approve for the lease agreement with City of Pendleton, and authorize UCo Health to administer the community garden.
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ATTACHMENTS: Sustainability Plan, Garden Layout, Garden Initial build out budget, Lease Agreement.

Date: (10/13/2025) Submitted By: Joseph Fiumara

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- () Legal (copy)
- () (Other - List:)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: October 15, 2025

Action taken:

Follow-up:

Pendleton Community Garden Project: Sustainability Plan

Purpose:

To ensure the effective implementation of the garden, we must ensure there is an ongoing upkeep and management/maintenance strategy for the community garden. We are planning on having a handbook for the management structure of the garden into rules, policies, and agreements for the plot rentals, including procedures and responsibilities in the event that garden participants fail to maintain their individual garden beds, or in the case that no part-time maintenance staff is available.

1. Garden Bed Maintenance Expectations

- A. When community gardeners sign up for a plot, they will be required to sign a [Garden Bed Rental Agreement](#) that outlines garden rules and maintenance expectations, including:

- Understand they are responsible for regular weeding and watering
- Planting during the growing season
- Harvesting produce in a timely manner
- Preventing pest and weed overgrowth
- Keeping the bed and surrounding area clean

An [example](#) used by Oregon based Growing Gardens outlines what an agreement may look like.

- B. In addition, each community gardener will be required to attend a **Spring Orientation** session to receive use and expectations review with a garden volunteer, ensuring they understand rules, policies and procedures for renting a plot in the garden.
- C. A sample of community garden rules, tips and best practices that our **Garden Handbook** will adopt may look similar to [this one](#). Each gardener will receive an electronic copy upon registration for a garden bed. We plan to send out **Quarterly Mailers** that remind garden folks of the garden responsibilities for that season, tools and chores that are helpful, pests to look out for, where to go if they need help and highlighting any education opps as part of our outreach and education component in collaboration with Umatilla County Master Gardeners.

2. Revocation of Garden Plot

If a garden bed appears neglected (e.g., excessive weeds, no planting, signs of abandonment), or a community member has violated the community rental agreement, the following steps will be taken:

1. **First Notice (Email or Call):** The gardener will be contacted and given **10 days** to bring the bed up to standard.
2. **Second Notice:** If no action is taken, a second notice will be issued by email or call with a **final 7-day warning**.
3. **Revocation:** If still no action is taken, the County possesses the right to reclaim a bed and the bed will be cleared by the maintenance team or volunteers and offered to the next applicant.

3. Garden Maintenance Options

The garden project planners have diligently built sustainability into the new garden plan by implementing a suite of program supports based on lessons learned and best practices from other successful community gardens.

The following are options that demonstrate how the long-term sustainability of the garden will be supported. These strategies are designed to be flexible, allowing for one or multiple approaches to be implemented as needed:

A. Part Time Contracted Caretaker

Our program plan budgeted a line item for a part time contractor position for the Community Garden. Based on an annual stipend designed around the planting year, we allocated 40 hours per month for 9 months and 25 hours per month for 3 months at \$25/hour to a qualified caretaker. This position will address the ongoing daily and seasonal maintenance needs of the garden. All of our grant requests include this line item as part of the proposed allocation, and if successful, we will have this position funded through 2026. From those grants, which include the stipend budget for the caretaker, we plan to allocate the funds to the City's Parks and Recreation Department to support hosting the position. We plan to have further discussions with the department regarding what hosting this position would look like and opportunities for collaboration. The goal is for the role to begin as a grant-funded position in 2026, with the possibility to be incorporated into the City's resource budget if the garden demonstrates value.

B. Garden Committee and Stewardship Program

We believe adopting and establishing a volunteer-led 'Garden Committee' will support the County in oversight, decision-making, enforcing rules and regulations, centering community and coordinating volunteer efforts to support garden maintenance. The Committee may meet quarterly to ensure the garden's needs are met and to support the County in its sustainability in concert with the Umatilla Master Gardener Association.

The Committee may designate a few committed volunteers or County/City staff as **Garden Stewards** who:

- Take on light maintenance of abandoned beds
- Manage composting, tool upkeep, and common area care
- Support outreach and community engagement activities
- Receive a seasonal incentive or recognition for their stewardship

C. Volunteer Maintenance Days

Other community gardens have found crafty ways to build maintenance into their programs with volunteers. While we have chosen the paid contractor approach, we have these options as part of our contingency plan:

- Organize monthly or bi-monthly Community Clean-Up Days where volunteers help with common areas and abandoned beds.

- Offer incentives such as community service hours, small stipends (if available), or donated garden supplies.
- Collaborate with community initiatives like FFA, 4-H, COPES or other youth programming to incentivize their participation in the stewardship of the garden
- Build in mandatory volunteer requirements for each gardener who rents a plot. This is a standard practice in community gardening, whereby folks can also offer to trade and donate by picking up hours for folks that are more vulnerable.

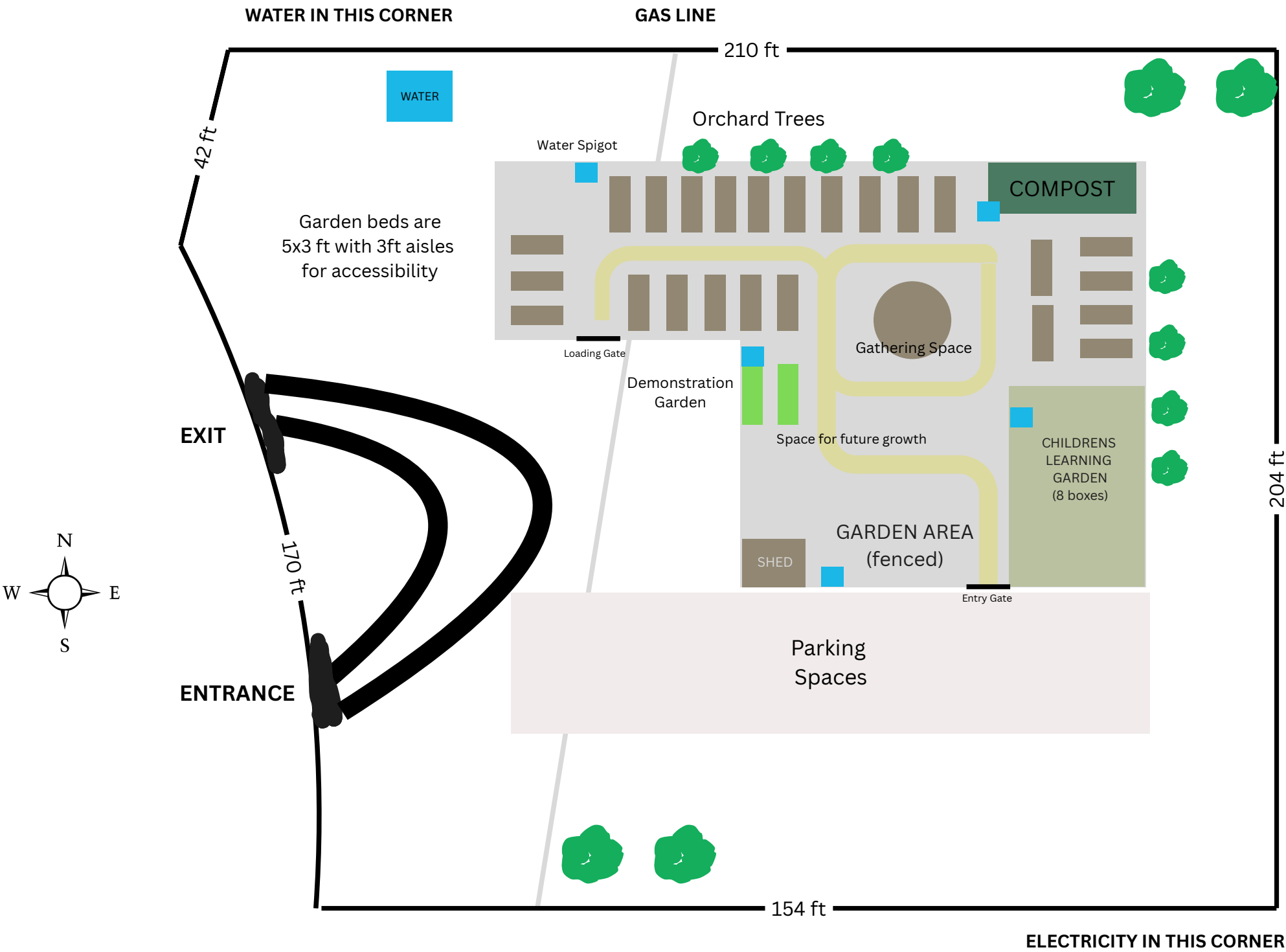
4. Long-Term Planning

- Include a line item in future grant applications or department budgets to support:
 - Hiring a part-time garden maintenance worker
 - Purchasing tools and supplies for ongoing upkeep
- Develop partnerships with local organizations (e.g., Master Gardeners, FFA, schools, nonprofits) for long-term volunteer support.

5. Documentation & Reporting

- Maintenance issues, communications, and actions taken will be logged and stored by the Garden Committee and/or Coordinator.
- A Conflict Resolution policy will exist in the handbook and a method for resolving community conflicts will reside with the Garden Committee and/ or Garden Coordinator.

PENDLETON COMMUNITY GARDEN (draft v3 4-28-25)



PROPOSED GARDEN DIMENSIONS:
100ft x 75ft x 50ft
(rendering not to scale)



Non-Personnel		
Program Operations		
Raised bed materials	Wood, bolts, drip irrigation, soil, seeds for raised bed assembly	\$ 6,360.00
Fencing	Security and boundry establishment for garden	\$ 3,000.00
Tools	For garden maintenance	\$ 250.00
Shed	Storage of tools and other garden materials	\$ 200.00
Compost bin and mulch	Organic material disposal related to garden activities	\$ 200.00
Signage	For identification of garden and communication of rules and safety warnings to garden users	\$ 300.00
Sub-Contracting		
Raised bed construction	Building of raised beds and delivery of materials	\$ 2,000.00
Other		
Printing for outreach materials	Handouts for target populations through CBO partners	\$ 300.00
Seed to Supper Educational Materials		\$ 630.00
Food and accomodations for Master Gardener education events		\$ 1,500.00
<i>Total Non-Personnel</i>		<i>\$ 14,740.00</i>

Ground Lease
Umatilla County Public Health Department
Pendleton Community Garden Project
1025 SW 25th St.

City of Pendleton
Lease No. 335

1. Date. The date of this lease is October 15, 2025.

2. Parties.

2.1 The parties to this lease are:

City of Pendleton, an Oregon municipal corporation (hereinafter "City" or "Landlord")

500 SW Dorion Ave.

Pendleton, OR 97801, and

Contact: Jeff Brown, 541-966-0241 jeff.brown@pendletonor.gov

Umatilla County, Oregon (hereinafter "Tenant")

Public Health Department

216 SE 4th Street

Pendleton OR, 97801

Contact: Chair, Board of Commissioners

3. Premises. City of Pendleton leases to Umatilla County and Umatilla County leases from City of Pendleton the following described property (the "Premises") on the terms and conditions stated herein. The Premises consists of .96 acres, consisting of bare ground, commonly known as 1020 SW 25th St., Pendleton, OR 97801. A map and photo depictions of the Premises is attached hereto as Exhibit A.

4. Term. The term of this lease will commence on October 15, 2025 and shall expire after a 2 year period, ending (October 15, 2027). Tenant shall be entitled to possession as of the effective date.

4.1 Automatic Renewal. If the lease is not then in default, the lease will automatically renew for additional 1 year terms, unless one party gives the other party notice of its intent not to renew; said notice shall be given not less than 180 days prior to the renewal date of October 15 of that year.

5. Rent. The consideration for this lease shall be the benefit to the community resulting from Tenant's use of the premises as a community garden.

6. Use/Utilities. The Premises shall be used for a community garden and not for any unlawful purpose. Tenant may not create nuisance, waste or disrepair. Tenant will maintain the Premises in good order and repair.

7. Improvements. At its expense, Tenant will construct garden beds and fencing, and plant various trees, shrubs and garden plantings. Tenant may, at its expense, bring electrical service to the premises and be responsible for service. Landlord, at its expense, will grade the Premises to be reasonably level for use, install a water source with 5 frost free spigots (Tenant to provide or pay for 3) and will supply water service at no charge to Tenant. At the termination of the lease, unless Landlord otherwise then agrees, Tenant shall remove all improvements within 90 days of the termination date. Tenant will reimburse Landlord for costs of removal if Tenant fails to timely complete removal of the improvements.

8. Insurance. Tenant will insure the Premises for third-party claims for bodily injury and property damage resulting from any occurrence on the Property during the term of this Lease, whether due to

Ground Lease
Umatilla County Public Health Department
Pendleton Community Garden Project
1025 SW 25th St.

City of Pendleton
Lease No. 335

any negligent, tortuous or other conduct by Tenant. Before taking possession of the Property, Tenant will procure, and during the term of this Lease will continue to carry, either a Tenant's liability coverage

policy or a commercial general liability policy of insurance, naming Landlord as an additional insured, with liability limits of not less than \$1 million for injury to persons or property in one occurrence, or \$2 million in the aggregate, and for workers' compensation and employers' liability insurance covering all its employees. Tenant will deliver to Landlord certificates evidencing said insurance.

9. Indemnification.

9.1 To the fullest extent allowed by Oregon law, Tenant will indemnify Landlord for third-party claims for bodily injury and property damage resulting from any occurrence on the Property.

9.2 To the fullest extent allowed by Oregon law, each party mutually agrees to defend, indemnify and hold harmless one another, their officials, agents and employees, against all liability, loss, costs, suits, claims and demands arising from its negligent and intentional acts or omissions including those of its officers, agents and employees, subject to the limitations. Each party shall give to the other prompt and timely notice of any claim made or suit instituted or coming to the knowledge of their respective officers, or personnel. Both parties shall have the right to participate in the defense of a claim to the extent of its own interest.

10. Default.

10.1 Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease within 20 days after written notice by City specifying the nature of the default with reasonable particularity shall constitute default.

10.2 Remedies upon default: In the event of a default the lease may be terminated at the option of City by written notice to Tenant. Regardless of the reason for termination, City shall be entitled to recover actual damages from Tenant for the default. City may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

11. Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased without the prior written consent of City, such consent not being unreasonably withheld.

12. Other Provisions:

12.1 No Encumbrances. Tenant shall and does hereby indemnify the City against the payment of all costs, including reasonable attorney's fees, to be fixed by Court, incurred by City for the protection or defense of any proceedings to discharge the Premises from any liens created or suffered and encumbrances imposed upon the Premises.

12.2 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 3 business days after posted in the US mail to the following addresses:

Ground Lease
Umatilla County Public Health Department
Pendleton Community Garden Project
1025 SW 25th St.

City of Pendleton
Lease No. 335

12.3 Time Is Of The Essence. Time is of the essence in the performance of all obligations and with respect to all terms, conditions and provisions of this lease.

12.4 Nonwaiver: Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

12.5 City and Tenant Relationship. Neither party to this Lease, in performing any of the duties or obligations imposed upon either party or exercising any rights or benefits granted hereunder, shall at any time hold itself out to be the agent, servant, or employee of the other party in any manner whatsoever, and it is expressly understood that it is the intention of the Lease that neither party hereto at any time shall be or act as agent, servant or employee of the other, or attempt to pledge the credit of the other, but that the relationship shall at all times remain that of Landlord and Tenant. Tenant shall have no additional rights of use of any other City facility by virtue of its tenancy.

12.6 Attorney's Fees. If suit or action is instituted in connection with any controversy arising out of this lease, each party shall bear the costs of its own attorney's fees.

12.7 Execution in Counterparts; Electronic Transmittal. This document may be executed in counterparts, (e.g., PDF or electronic document signing service) each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may be transmitted by one party to the other by facsimile or electronic mail, including pdf format, with the same force and effect as delivery of original signature. The parties may use electronic or signatures as evidence of the execution and delivery of this document to the same extent as an original signature.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

UMATILLA COUNTY, TENANT:

By: _____
Celinda A. Timmons, Umatilla County Board of Commissioners

THE CITY OF PENDLETON, LANDLORD:

Robb Corbett, City Manager

APPROVED AS TO FORM:

Nancy Kerns, City Attorney