

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9622

DATE 2-16-23

TITLE

## RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND UPMC REGARDING THE OPERATION OF A COMMUNITY GARDEN IN SHAW PARK

**WHEREFORE**, the City of Williamsport desires to enter into the attached License Agreement regarding certain responsibilities for the operation and maintenance of a community garden in Shaw Park; and,

**BE IT HEREBY RESOLVED** by the City Council of the City of Williamsport that the License Agreement attached hereto between the City of Williamsport and UPMC is hereby approved; and,

**BE IT FURTHER RESOLVED**, that the Mayor and City Controller are hereby authorized to execute the License Agreement and such documents necessary to carry out the intent of the License Agreement.

Approved

James M. Frank  
City Clerk

[Signature]  
President

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # \_\_\_\_\_

DATE \_\_\_\_\_

TITLE

City of Williamsport Department of Public Works

Community Garden License

This License Agreement ("License"), dated \_\_\_\_\_, 2023, by and between the City of Williamsport, PA ("City"), acting by and through its Department of Public Works ("Parks"), and UPMC for the operation of a community garden located in Shaw Park.

This License shall be administered by Parks, which is currently located at 1550 West Third Street, Williamsport, PA 17701.

1. Term. This License is issued to Licensee for a term (the "Term") of three years beginning on the date written above and ending December 31, 2025, unless earlier terminated and subject to an annual renewal. The License may be renewed by the City at the discretion of City Council if Licensee successfully fulfills the obligations set forth in this License.
2. No Lease. It is expressly understood that the City has title to the Site and that no land, building, space, or equipment is leased to the Licensee, but that during the term of this License, the Licensee shall be allowed the use of the Site as volunteer site stewards only as herein provided.
3. Garden Accepted As Is. Licensee accepts the Garden "as is," in whatever condition it may be on the date this License is fully executed. Parks makes no representations or warranty of fitness for gardening purposes.

**Approved**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President

4. Obligations of Licensee/Use of Premises.

A. This License is specifically entered into for the purpose of Licensee's designing and installing a community garden and thereafter maintaining such garden and all plants, structures, installations, and equipment contained therein (including, but not limited to, all raised plant beds, planters, tables, benches, sheds, solar panels, rain capture systems, and other Parks-approved structures and ornamental items) in a safe and orderly condition. Licensee shall not be responsible for the structural repair of public sidewalks, retaining walls and exterior fencing at the Garden that has not been installed or caused to be installed by Licensee.

B. Upon execution of the License, the Licensee agrees to the following:

- Licensee shall maintain the Garden in a safe, clean and orderly condition and take care of all plants, equipment and structures contained therein, including, but not limited to, all fences, raised plant beds, planters, tables, benches, sheds, solar panels, rain capture systems, and other Parks-approved structures and ornamental items.

5. Restrictions on Licensee. Licensee agrees to the following restrictions on the use of the Garden:

- A. Licensee shall not license the Garden or otherwise assign or impede this agreement.
- B. Licensee shall not abandon the Garden. Abandoning of the Garden shall result in termination of License.
- C. Licensee shall neither cause nor permit the use of the Garden for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services or paid use or rental of the Site by third parties); provided, however, that
  - I. Licensee may allow the sale of other items or paid events pursuant to a permit issued by the City of Williamsport, and in accordance with all other applicable laws, rules and regulations.


6. Public Access.

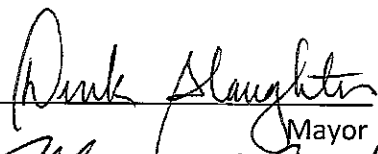
- A. Licensee is required to keep the Site open to the public. The community garden will be placed in the highlighted area on the attachment only.


7. No Assignment. Licensee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this License be transferred by operation of law, it being the purpose and spirit of this agreement to grant this License and privilege solely to the Licensee named herein.
8. Employees. All experts, consultants, volunteers or employees of Licensee who are employed by or volunteer their services to Licensee to perform work under this License are neither employees of the City nor under contract to the City and Licensee alone is responsible for their work, direction, compensation and personal conduct while engaged under this License. Nothing in this License shall impose any liability or duty on the City for acts, omissions, liabilities or obligations of Licensee or any person, firm, company, agency, association, corporation or organization engaged by Licensee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent or for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.
9. No Claim Against Officers, Agents, or Employees. No claim whatsoever shall be made by Licensee against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this agreement.
10. Insurance. UPMC and its contractors shall name the City of Williamsport as an additional insured on insurance policies as they relate to work performed by UPMC employees or contractors at the community garden in Shaw Park.
11. Indemnify. UPMC hereby agrees to indemnify and hold harmless the City of Williamsport for any and all claims, damages, losses, or injuries that result from the acts or omissions of UPMC employees or of its contractors while performing work to install or maintain the community garden in Shaw Park.
12. All Legal Provisions Deemed Included. It is the intent and understanding of the parties to this License that each and every provision of law required to be inserted in the License shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this License shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

13. **Severability.** If any provision(s) of this License is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.
14. **Termination.** Either party may terminate this License for any reason by providing written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Controller

\_\_\_\_\_  
UPMC

\_\_\_\_\_  
UPMC