

APPROVED
AUG 09 2017

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 17-158

DATE August 09, 2017

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTNERSHIP DIVISION – AGREEMENT WITH LOS ANGELES COMMUNITY GARDEN COUNCIL FOR THE OPERATION AND MAINTENANCE OF FIVE COMMUNITY GARDENS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (14) OF THE CITY CEQA GUIDELINES (ISSUANCE OF AGREEMENTS TO USE EXISTING FACILITIES INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE)

* AP Diaz _____ V. Israel _____
R. Barajas _____ N. Williams _____
H. Fujita _____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed ten-year Community Garden Agreement (Garden Agreement), herein included as Attachment 1, between the City of Los Angeles and Los Angeles Community Garden Council (LACGC), a California non-profit organization, for the continued operation and maintenance of Solano Canyon Community Garden, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden, and East Wilmington Community Garden, subject to the approval of City Council and the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Garden Agreement to the City Attorney for review and approval as to form;
3. Find that the community gardens related to the proposed Garden Agreement are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines (issuance of agreements to use existing park facilities involving negligible or no expansion of use), and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption;
4. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;
5. Authorize the Board President and Secretary to execute the Garden Agreement upon receipt of the necessary approvals; and,
6. Authorize RAP to make any necessary technical changes prior to execution of the Garden Agreement consistent with the Board's intent in approving the proposed Garden Agreement.

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SUMMARY

LACGC has extensive experience in the development and management of community gardens throughout the Los Angeles area, and currently manages the operation and maintenance of the five gardens discussed in this Report. All five gardens are located either on dedicated park or property controlled by RAP. The LACGC had been successfully operating the subject gardens under previously executed individual agreements and permits for each garden, which RAP and LACGC had been discussing in late 2015, as they would be expiring in 2016. After several months of discussions between RAP and the LACGC regarding existing garden arrangements, the annual garden fee, and RAP Community Garden Policy matters in general, it was determined that having all five gardens managed by LACGC under one document would be more efficient and simpler to manage. The proposed Garden Agreement is a result of those discussions.

As a short term measure in response to the prior agreements and permits expiring, RAP administratively issued Right-Of-Entry Permit No. PD-ROE-079 (ROE permit), included herein as Attachment 2, as interim documentation granting the LACGC continued authority to operate and maintain the gardens while the proposed Garden Agreement is prepared, processed, and executed.

The following is a summary of each garden, and the chain of events leading up to the proposed Garden Agreement:

- **Solano Canyon Community Garden:** 137 garden plots on 5.0 acres, located within Elysian Park at 545 Solano Avenue, Los Angeles 90012. LACGC's operation and maintenance of this garden was previously under Agreement No. 3370, which expired February 19, 2016. Following the departure of Farm Works Los Angeles, who previously shared the property with the LACGC but ceased to exist in December 2013, LACGC took over the entire property after not being able to identify a replacement organization for the Farm Works portion of the property. On January 21, 2015, the Board approved an Amendment to Agreement 3370, allocating the entire property to LACGC. Additionally, the Partnership Division at the time had been in discussions with LACGC regarding their management of all five Gardens and their associated documents (agreements and permits). An amendment to extend the term of Agreement No. 3370 was prepared, but was not executed due to such ongoing discussions.
- **Drew Street Garden:** 38 garden plots on 0.11 acres, located at 3304 Drew Street, Los Angeles 90065, in the community of Glassell Park. LACGC's operation and maintenance of this Garden was previously under Agreement No. 3399, which expired February 19, 2016. An amendment to extend the term of Agreement No. 3399 was prepared, but not executed.
- **El Sereno Community Garden:** 25 garden plots on 0.77 acres of land leased to RAP by the California State Department of Transportation (CalTrans), located at 5466 Huntington Drive, Los Angeles 90032, in the community of El Sereno. This garden had previously been under the operation and maintenance of the Los Angeles Conservation Corps, who transferred responsibility over the garden to the LACGC in June of 2015. Right of Entry Permit No. PD-ROE-071 was then issued to LACGC, but was not executed.

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- **Patton Street Community Garden:** 10 garden plots on 0.09 acres within Patton Street Pocket Park, located at 327 N. Patton Street, Los Angeles 90026, in the community of Echo Park. Patton Street Community Garden is a relatively new garden compared to the three aforementioned gardens, developed by the Trust for Public Land through Proposition 84 State Grant funding, approved by the Board on June 26, 2014 (Report No. 14-166). Following completion of the Garden in August 2015, the Board approved issuance of Right of Entry Permit No. PD-ROE-066 on September 2, 2015 (Report No. 15-199). However, it was not executed due to said ongoing discussions with the LACGC.
- **East Wilmington Community Garden:** 37 garden plots on 10,000 square feet within East Wilmington Greenbelt Park, Los Angeles 90744, within the street boundaries of Drumm Avenue (west side), East "L" Street (south side) and Coil Avenue (east side) in the community of Wilmington. Of the gardens included in the proposed Garden Agreement, the East Wilmington Garden is the most recently operated community garden by the LACGC. It was developed by the Los Angeles Conservation Corps (LACC - "Little Green Fingers Program") through a 2015 First Five LA grant, with support from the Office of Councilmember Joe Buscaino of the Fifteenth Council District (CD-15). Following the East Wilmington Garden's completion, the LACC relinquished garden operation and management to the LACGC in early 2017.

It should be noted that the LACGC is also under lease (C-121825) with RAP (Real Estate Section), for the development and operation of the East Hollywood Public Garden and Achievement Center, located at 1171-77 Madison Avenue, Los Angeles 90029.

LACGC has communicated that it wishes to continue its collaboration with RAP for the operation and maintenance of the subject community gardens. RAP and the LACGC have mutually agreed to the terms and conditions contained in the proposed Garden Agreement (Attachment 1) for a term of ten (10) years. The Garden Agreement has language similar in scope to previous agreements and the current ROE permit, and conforms to the RAP Community Operated Open Space Policy and Guidelines. The LACGC shall continue to be responsible to fund operations and maintenance at their own expense, including the cost of utilities and waste disposal. Under their normal practices, the LACGC will continue to develop and implement garden rules and self-governing committees so participating, registered gardeners can monitor themselves under the guidance of the LACGC. LACGC shall continue to collect nominal participation fees from gardeners to offset operations and maintenance costs, and gardening plots will continue to be assigned to gardeners on a first-come, first-served basis. A sample of LACGC general rules and operational guidelines are attached to the Garden Agreement as Exhibit C.

The Garden Agreement has language that provides a mechanism to conveniently include additional RAP properties in the future, should it be determined the properties can be suitably operated by the LACGC under the Garden Agreement, subject to the approval of the Board. An increase over time of RAP properties used for community gardens may help to achieve one of the goals of the Mayor's sustainability plan, which is to increase the number of urban agriculture sites in the City of Los Angeles by 25%, to 618 sites by December 2025 target date. Available

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research indicates that the number of urban agriculture sites in Los Angeles stood at 494 as of December 2013.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of a ten-year agreement between RAP and LACGC for the management of five existing community gardens, with negligible or no expansion of use of the facilities. The Garden Agreement defers any decision regarding future alterations, improvements or replacements of the gardens to RAP's staff. Such actions and any subsequent addition of other gardens to the agreement will be evaluated, when necessary, with appropriate environmental documents. As such, RAP staff recommends that the Board determines that the activity is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT:

The proposed Garden Agreement will have no adverse fiscal impact on RAP's General Fund, as the cost of operations and maintenance for all five community gardens, including utilities, will be the responsibility of the LACGC.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, and Raymond Chang, Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Garden Agreement
- 2) Right of Entry Permit No. PD-ROE-079

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES COMMUNITY GARDEN COUNCIL
FOR THE
OPERATION AND MAINTENANCE
OF VARIOUS COMMUNITY GARDENS ON PARK PROPERTY**

This AGREEMENT ("AGREEMENT") is entered into as of _____, 20____, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners, and Los Angeles Community Garden Council, a California 501(c)(3) non-profit corporation ("LACGC"), for the operation and maintenance of Solano Canyon Community Garden in Elysian Park, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden at Patton Street Park, and East Wilmington Community Garden in East Wilmington Greenbelt Park. CITY and LACGC may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns or controls various real property where community gardens have been established and in operation for various lengths of time at Solano Canyon Community Garden in Elysian Park, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden at Patton Street Park, and East Wilmington Community Garden in East Wilmington Greenbelt Park ("PROPERTIES"), as included and set forth at length in the description of PROPERTIES attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, LACGC has a history of operating successful community-based gardens in Southern California, including existing operations at the PROPERTIES, and states that it wishes to continue operating and maintaining such PROPERTIES to provide gardening programs to fulfill the recreational needs of residents of the City of Los Angeles;

WHEREAS, LACGC and CITY entered into Agreement No. 3370 on February 20, 2013, for operation of a community garden at Solano Canyon in Elysian Park, which expired on February 19, 2016;

WHEREAS, LACGC and CITY entered into Agreement No. 3399 on February 20, 2013, for operation of the Drew Street Community Garden at 3304 Drew Street, which expired on February 19, 2016;

WHEREAS, CITY issued Right-of-Entry Permit No. PD-ROE-066 to LACGC on August 7, 2015, for operation of the Patton Street Community Garden at 327 N. Patton Street, which expired on June 30, 2016;

WHEREAS, CITY issued Right-of-Entry Permit No. PD-ROE-071 to LACGC on August 26, 2015, for operation of the El Sereno Community Garden at 5466 Huntington Drive, which expired on February 28, 2016;

WHEREAS, CITY issued Right-of-Entry Permit No. PD-ROE-079 to LACGC on May 11, 2017, for operation and maintenance of community gardens at the PROPERTIES, which expires on May 10, 2018;

WHEREAS, CITY, through the Board of Recreation and Park Commissioners ("BOARD"), agreed to accept LACGC's offer of continuing operations and maintenance of all the PROPERTIES at the BOARD's meeting of _____ (Report No. _____); and,

WHEREAS, LACGC may also undertake operations and maintenance at new community gardens that may be developed on property owned or controlled by RAP, which on a case by case basis and upon approval by the BOARD, may be added to the list of PROPERTIES under this AGREEMENT, and which shall be operated by LACGC under the same terms and conditions as at the existing PROPERTIES.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. **Use of Properties.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LACGC this AGREEMENT authorizing use of the PROPERTIES for the operation of community gardens as described in the Permitted Uses set forth below, which shall be performed by LACGC in compliance with the terms and conditions of this AGREEMENT.

PARTIES may mutually agree to add additional community gardens on property owned or under the control of CITY to the list of PROPERTIES in Exhibit A, to be operated under all terms and conditions of this AGREEMENT, subject to approval by the BOARD.

2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of **ten (10)** years from the date of execution of this AGREEMENT, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT.
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date set forth above, and shall end upon the expiration of the TERM of this AGREEMENT, or the earlier of (i) a written termination notice from CITY to LACGC, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable Performance Review of LACGC's performance or termination for cause during the TERM; or, (ii) the date that LACGC ceases to operate the PROPERTIES. If CITY should elect to terminate this AGREEMENT, LACGC agrees to immediately cease all operations and other activity and to peacefully surrender the PROPERTIES to CITY.
 - b. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LACGC's corporate charter or grant of non-profit status, if such exists, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LACGC's purposes or function as contained in LACGC's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by LACGC, as described herein; or (iv) the failure of LACGC to use the PROPERTIES for any of the PERMITTED USES (as set forth in Section 5) or LACGC's failure to comply with the agreed upon PERFORMANCE REQUIREMENTS (as set forth in Section 6), terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage,

destruction, major repairs or refurbishment of the improvements within the PROPERTIES, or for reason beyond LACGC's control.

3. **Annual Performance Reviews.** PARTIES mutually agree to a series of Annual Performance Reviews, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with LACGC shall be contingent upon favorable ANNUAL PERFORMANCE REVIEW for the PROPERTIES, which shall include, but not be limited to:
 - (i) An evaluation of LACGC's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of LACGC's obligations for the operation and maintenance of the PROPERTIES under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein;
 - (iii) Fulfillment of all PERFORMANCE REQUIREMENTS included herein;
 - (iv) Adequacy of LACGC's funding and resources to operate and maintain each of the PROPERTIES in accordance with this AGREEMENT;
 - (v) The volume of the public's use of the PROPERTIES and participation in LACGC's programs; and
 - (vi) LACGC's cooperation with CITY staff.
 - b. Every year during the TERM of this AGREEMENT, for purposes of completing the Annual Performance Review process, LACGC shall submit to RAP during the period of February 1st through May 30th of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT may include, but not be limited to:
 - (i) Annual Budget and Report of Expenditures
 - (ii) Data on participants and program results
 - (iii) Discussion of program changes or challenges
 - c. RAP reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
 - d. CITY's approval to continue the collaborative relationship and this AGREEMENT shall be based solely on findings obtained through the performance review process, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT. A sample PERFORMANCE EVALUATION form is attached hereto and incorporated herein by reference as Exhibit B. Results of the performance review may also be used in determining future collaborations with LACGC. CITY shall not unreasonably withhold its determination.

4. **Access to Properties.** LACGC and any authorized third party associated with LACGC's activities at the PROPERTIES will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTIES for purposes of fulfilling normal duties or in the case of emergencies. Prior notice will be given to LACGC when feasible. If required for public safety, CITY may immediately suspend and/or terminate LACGC activities involving the PROPERTIES.

5. **Permitted Uses, Associated Requirements, and Restrictions.** PROPERTIES shall be operated as community gardens in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants, and in accordance with RAP's Community Operated Open Space Policy and Guidelines approved by the BOARD on May 4, 2011 (Report No. 11-121) and the following requirements ("PERMITTED USES"):
 - a. PROPERTIES may be used for meetings related to the operation and maintenance of a community garden.
 - b. The public will be allowed access for public programs, tours of the garden and during special events; scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer of LACGC. LACGC shall ensure that any employee and/or volunteer, is appropriately evaluated pursuant to normal CITY background check procedures for RAP volunteers.
 - c. No commercial activity will be allowed on the PROPERTIES.
 - d. Grown and harvested fruit and vegetation are for personal consumption and may not be used for for-profit commercial purposes.
 - e. PROPERTIES shall not be permitted to be used for organized sports, public event space, or paid parking.
 - f. LACGC shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken.
 - g. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted to occur on the PROPERTIES.

6. **Performance Requirements.** LACGC must operate and maintain the PROPERTIES in accordance with the following ("PERFORMANCE REQUIREMENTS"):
 - a. LACGC shall perform operations and maintenance efficiently and economically, at its sole cost and expense.
 - b. LACGC agrees that it shall operate the PROPERTIES only during the specified days and hours listed in Section 7 of this AGREEMENT.

- c. LACGC, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the PROPERTIES, providing all materials, supplies, equipment, and funds necessary to provide the public with such recreational opportunities to the reasonable satisfaction of RAP. LACGC may collect participant fees as described in Section 9 (Funding and Fundraising).
 - d. LACGC's staffing of the PROPERTIES shall comply with applicable City, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc, whether the person is an employee or volunteer of LACGC.
 - e. LACGC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the operation and maintenance of the PROPERTIES, including payment to RAP for any water or other utilities used, as applicable. LACGC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACGC's use of the PROPERTIES.
 - f. LACGC will work with involved gardeners and communities to develop and promulgate written garden rules for each of the PROPERTIES by using as a starting point or resource a Sample Garden Rules for a Community Garden, attached as Exhibit C and incorporated herein.
7. **Days and Periods of Use.** Hours and days of LACGC and public access to PROPERTIES are:
- Sunrise to sunset daily for the operation and maintenance of community gardens. Any extended times or hours for specified events or programs related to a community garden may be granted with prior written consent of CITY ("PERMITTED TIMES").
8. **Parking.** During the TERM of this AGREEMENT and during PERMITTED TIMES and in connection with the PERMITTED USES specified above in Section 5 of this AGREEMENT, LACGC, its staff, and public patrons and/or guests, whether or not involved in LACGC activities at the PROPERTIES, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTIES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed. Off-site street parking is allowed, subject to the Department of Transportation regulations.
9. **Funding and Fundraising.** All funds, including grants, donations, or any other funds received by LACGC in connection with the PROPERTIES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTIES, shall be applied exclusively to the operations and maintenance of the PROPERTIES, and will be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of LACGC unrelated to this AGREEMENT and/or the operation and maintenance of the PROPERTIES. If for any reason LACGC fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. LACGC may charge gardening participants appropriate fees for programs, services, and/or activities offered by LACGC on the PROPERTIES, including a monthly fee for use a garden plot, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. LACGC may also charge admission fees for

special events in an amount comparable to admission fees charged for similar events in the community.

LACGC may hold fundraising activities on PROPERTIES, but must obtain prior written approval for the date and time from RAP contact person set forth in Notices Section 24 for each fundraising event no fewer than thirty (30) calendar days prior to the scheduled activity. LACGC may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the PROPERTIES must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PROPERTIES, LACGC shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.g. of this AGREEMENT.

10. Maintenance and Repair of Properties. During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTIES:

- a. Pursuant to the mutual agreement of PARTIES, LACGC shall operate and maintain the PROPERTIES efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and/or repair of the PROPERTIES, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.
- b. LACGC, at its sole cost and expense, shall perform or cause to be performed all necessary maintenance and repair of improvements to PROPERTIES, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LACGC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the maintenance and repair of the PROPERTIES. LACGC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACGC's use of the PROPERTIES.

11. Consideration. The consideration for this AGREEMENT in exchange for LACGC's use of the PROPERTIES shall be LACGC's provision of gardening-associated recreational activity, programming and services, and maintenance and/or repair of the PROPERTIES, at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with RAP policies for recreation and/or park purposes, together with the attendant benefits to the People of the City of Los Angeles. Additionally, LACGC's use of the PROPERTIES shall be subject to certain cost recovery reimbursement fees described below. Such fees are subject to change with prior written notice to LACGC.

- a. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit and other collaborating entities, approved by the BOARD on October 2, 2002 (Report No. 02-349), the cost of utility services to the PROPERTIES, such as electricity, gas, and water, shall be the sole financial responsibility of the organization operating and maintaining the subject facility. With respect to the PROPERTIES under this AGREEMENT, where LACGC currently does not pay directly to

the utility service provider for water used, which includes **Solano Canyon Community Garden, Patton Street Community Garden and East Wilmington Community Garden**, RAP shall invoice LACGC semi-annually for actual water use based on a water sub-meter installed at the PROPERTIES. Payment for each six month billing period (January-June and July-December) will be made by LACGC in a lump sum within thirty (30) calendar days of receipt of an invoice from RAP. Payments may be made by check or money order made payable to "City of Los Angeles, Department of Recreation and Parks" and mailed to the RAP Partnership Division at the address listed in Section 24 of this AGREEMENT.

- b. **Trash and Solid Waste Disposal.** Trash disposal and removal of solid waste, green waste and recyclables shall be the sole responsibility and expense of LACGC. CITY shall bear no costs in regards to the disposal and /or removal of trash, solid waste and green waste.
- c. **Annual Lease Payment.** **El Sereno Community Garden** is located on land leased by the State of California Department of Transportation (CalTrans) to RAP, which includes a yearly lease payment of one hundred dollars (\$100.00). LACGC agrees to reimburse RAP for any such lease payments RAP makes to CalTrans.

12. Alterations, Improvements, and Replacements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTIES without prior written authorization by RAP. LACGC shall provide CITY detailed information and specifications for review and written approval by RAP, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of LACGC.

Changes to garden plot layout and configuration, and changes to garden paths are not alterations, improvements, and replacements within the meaning of this section and do not require CITY review and approval. However, a change in the number of garden plots shall require approval by RAP.

13. Capital Project Proposal. When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTIES, LACGC shall adhere to the following guidelines and instructions for submitting a proposed project for RAP's consideration:

- a. Submit a project proposal for RAP review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but not be limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
- b. Should the project be conceptually approved by the BOARD, LACGC will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or the CITY's authority and/or this AGREEMENT.
- c. Depending on the scope of work and magnitude of the proposed project, LACGC may be assessed an administrative fee to be determined by RAP, for project review and all

services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to CITY conceptual approval of the proposed project.

- d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, LACGC shall submit 50% and 90% complete design drawings for RAP review and approval. Upon RAP's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. LACGC shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).
- h. LACGC shall submit approved plans and specifications for final approval to:

Assistant General Manager, Planning, Maintenance and Construction Branch
City of Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, Suite 400,
Los Angeles, CA 90012
- i. Upon receipt of final approval, LACGC may commence construction in coordination with CITY staff.

14. Insurance. Before occupying the PROPERTIES under this AGREEMENT and periodically as required during its TERM, LACGC shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LACGC or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverages, as applicable. LACGC will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D, which is incorporated herein by reference.

- a. LACGC shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LACGC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LACGC.
- b. If any of the required insurance contains aggregate limits or applies to other operations of LACGC outside of this AGREEMENT, LACGC shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in

LACGC's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LACGC shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LACGC will provide CITY at least thirty (30) calendar days prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LACGC.
- d. LACGC's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; in which case LACGC agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LACGC's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

15. Indemnification. Except for the active negligence or willful misconduct of CITY, LACGC undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including LACGC's employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of LACGC and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PROPERTIES because of LACGC's active negligence or willful misconduct. LACGC agrees that any third party working or providing services within the PROPERTIES will indemnify and hold harmless the City of Los Angeles and its officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the LACGC, excepting the active negligence or willful misconduct of LACGC.

16. Casualty and Condemnation. LACGC shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTIES or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to LACGC's use. CITY shall not be obligated to restore PROPERTIES damaged by casualty in whole or in part. If one or more of the PROPERTIES is taken by condemnation, CITY shall not be obligated to provide LACGC a replacement property for LACGC's use.

17. **Hazardous Substances.** PARTIES agree that PROPERTIES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LACGC shall use PROPERTIES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on PROPERTIES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LACGC to any governmental agency or third party under applicable statute. No lead or oil based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PROPERTIES.

18. **Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTIES, the acquisition of any real property, or construction of any improvements at the PROPERTIES, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTIES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or LACGC, shall appropriately acknowledge the contributions of both PARTIES. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and LACGC of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LACGC, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

LACGC agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

"In collaboration with the City of Los Angeles Department of Recreation and Parks"

19. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by RAP. RAP may require removal or refurbishment, at LACGC's expense, of any sign previously approved. On all signage at PROPERTIES, LACGC shall provide the following credit,

"In collaboration with the City of Los Angeles, Department of Recreation and Parks"

20. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the

PROPERTIES shall be subject to approval by RAP and the Film Office. All fees for use of park property by film production companies, including PROPERTIES, shall be established and collected by the Film Office in accordance with City and RAP policies. The Park Film Office may be reached at (323) 644-6220.

21. **Taxes and Possessory Interest.** LACGC shall pay all taxes of whatever character that may be levied or charged upon the rights of LACGC to use the PROPERTIES, or upon LACGC'S improvements, fixtures, equipment, or other property thereon or upon LACGC'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LACGC, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
22. **Breach or Default by LACGC.** The following occurrences constitute events of breach or default of this AGREEMENT: LACGC materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTIES as specified herein. LACGC's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
23. **Breach or Default by LACGC – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by LACGC, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
 - a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to LACGC, and if LACGC does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to LACGC, terminate this AGREEMENT without further delay, whereupon LACGC shall vacate the PROPERTIES within sixty (60) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
 - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so and subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by LACGC, perform or cause to be performed any of LACGC's unperformed obligations under this AGREEMENT, in which case LACGC shall reimburse CITY for any costs incurred by CITY in the performance of any of LACGC's unperformed obligations. CITY may enter the PROPERTIES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.
24. **Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or LACGC is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or LACGC may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. A Notice shall be delivered personally or sent by confirmed facsimile

transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

City of Los Angeles Department of Recreation and Parks
Partnership Division
Attention: Division supervisor
221 N. Figueroa Street, Suite 180,
Mail stop 628-9
Los Angeles, California 90012
Tel.: (213) 202-5600; fax: (213) 202-2614

If to LACGC:

Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
4470 W. Sunset Boulevard, #381
Los Angeles, California 90027
Tel: (323) 942-9676

25. **Representations and Warranties.** PARTIES each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.
26. **No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business agency relationship. LACGC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LACGC represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LACGC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
27. **Relationship of Parties.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.
28. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, LACGC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
29. **Approval of Sub-agreements.** Any concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-agreement affecting the PROPERTIES shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date LACGC proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by

CITY. LACGC shall require all individuals and entities intended to provide programs or services within the PROPERTIES to agree in writing to abide by all conditions set forth in this AGREEMENT.

30. **Safety Practices.** LACGC shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTIES. In the event of death or serious injury (requiring an emergency room hospital visit), LACGC must notify RAP's Partnership Division as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTIES shall be provided to RAP's Partnership Division within seventy-two (72) hours. LACGC shall keep internal documentation of the incident(s) and provide RAP's General Manager or his or her designee with such information upon request.
31. **Ratification.** At the request of CITY, and because of the need therefore, LACGC began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, CITY hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with LACGC for such services to the extent LACGC's obligations and services were performed in accordance with the terms and conditions of this AGREEMENT.

32. **Incorporation of Documents**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

- Exhibit A: List of Properties used by Los Angeles Community Garden Council and a Site Map for each Property
- Exhibit B: Sample Performance Evaluation Form
- Exhibit C: Sample Garden Rules for a Community Garden
- Exhibit D: Insurance Requirements
- Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit E; 4) Exhibit D; 5) Exhibit C; and 6) Exhibit B.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

CITY:

LACGC:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

LOS ANGELES COMMUNITY GARDEN COUNCIL, a California 501(c)(3) non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

Date: _____

By: _____
Deputy City Attorney

Date: _____

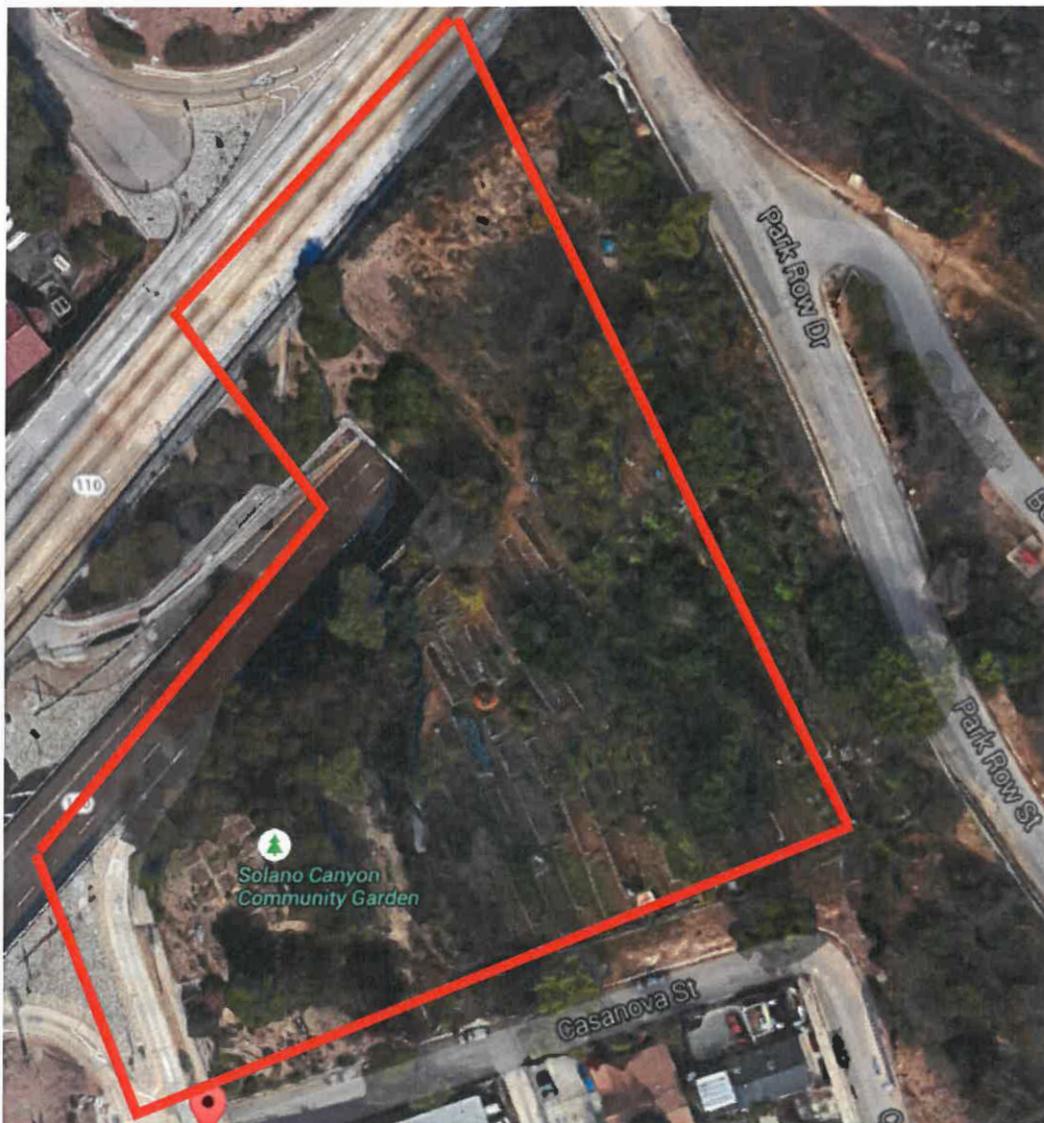
EXHIBIT A**Properties used by Los Angeles Community Garden Council**

Community Garden	Address	No. of Garden Plots	Garden Acreage
Solano Canyon Community Garden	545 Solano Avenue, Los Angeles, CA 90012	137	5.00
Drew Street Garden	3304 Drew Street, Glassell Park, CA 90065	38	0.11
El Sereno Community Garden	5466 Huntington Drive, Los Angeles, CA 90032	25	0.77
Patton Street Community Garden	327 N. Patton Street, Los Angeles, CA 90027	10	0.09
East Wilmington Community Garden	East 'L' Street, between Drumm Avenue and Coil Avenue, Los Angeles, CA 90744	37	10,000 sq. feet

Site Map for Solano Canyon Community Garden

Solano Canyon Community Garden in Elysian Park – 545 Solano Avenue, Los Angeles, CA 90012

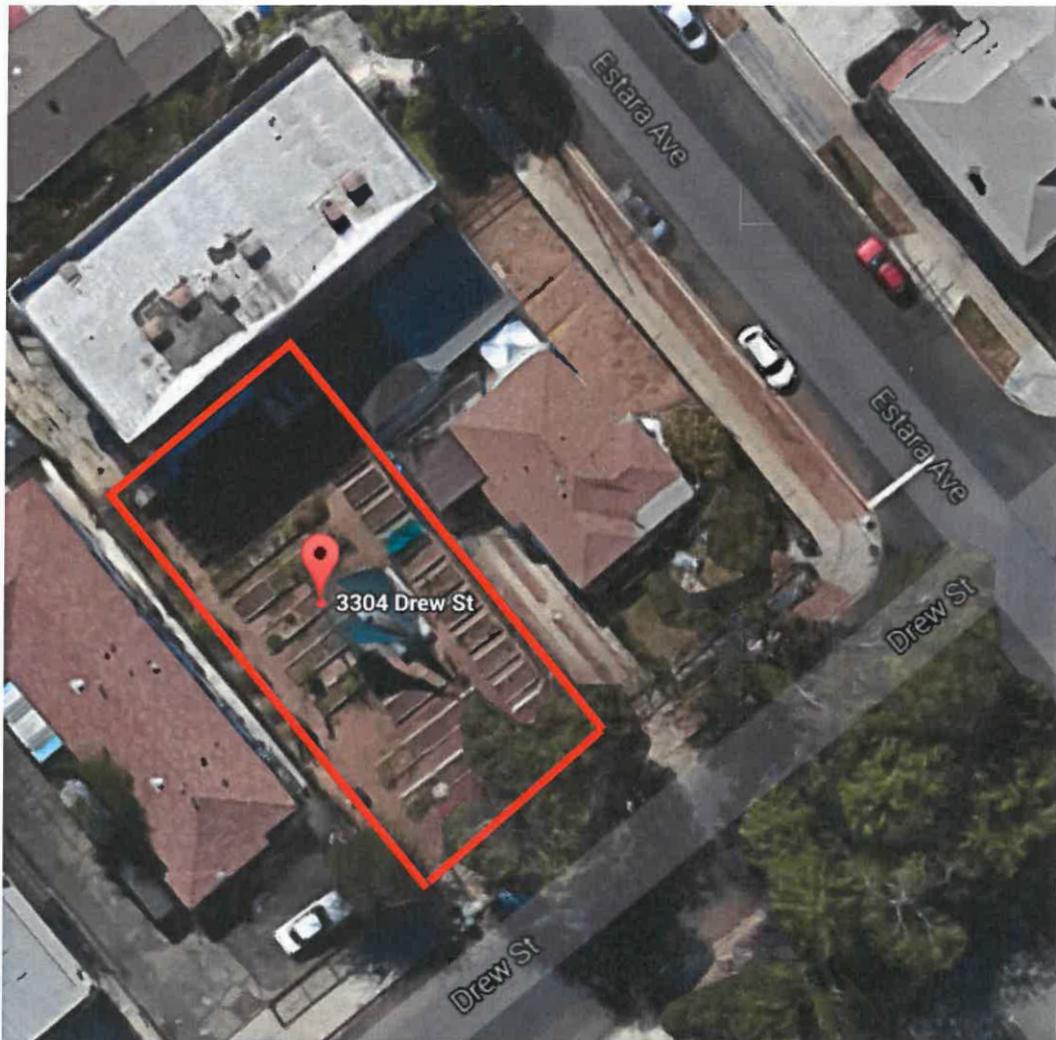
The area authorized for the operation and maintenance of the Solano Canyon Community Garden is enclosed by the bold line on the map below.



Site Map for Drew Street Community Garden

Unofficially named Drew Street Park – 3304 Drew Street, Los Angeles, CA 90065

The area authorized for the operation and maintenance of the Drew Street Community Garden, informally named “Glassell Park Community Garden”, is enclosed by the bold line on the map below.



Site Map for El Sereno Community Garden

El Sereno Community Garden in the community of Glassell Park – 5466 Huntington Drive, Los Angeles, CA 90032.

APN 5292-020-901, 902, 903, 904, and 908 (0.77 acres)

The area authorized for the operation and maintenance of El Sereno Community Garden is enclosed by the bold line on the map below.



Site Map for Patton Street Community Garden

Patton Street Community Garden - 327 Patton Street, Los Angeles, CA 90027

The community garden is part of Patton Street Park as depicted below. The area authorized for the operation and maintenance of the Patton Street Community Garden is enclosed by a line around the upper portion of the diagram below and labeled as a community garden.



Site Map for East Wilmington Community Garden

East Wilmington Community Garden is located at East Wilmington Greenbelt Park in Wilmington. The garden is on East 'L' Street, between Drumm Avenue and Coil Avenue. The area authorized for the operation and maintenance of the East Wilmington Community Garden is enclosed by the bold line on the map below.



**East Wilmington
Community Garden**

EXHIBIT B

Sample Performance Evaluation Form

City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION

PERFORMANCE REVIEW

ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/>
	ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)/ADDRESS & PHONE NUMBER	
CONTRACT NUMBER	CONTRACT EXPIRATION DATE
ORGANIZATION TYPE <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other	
AGREEMENT TYPE <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other	
DATE & TIME OF INSPECTION	REVIEW PERIOD COVERED
NUMBER OF PARTICIPANTS PRESENT ON DATE OF INSPECTION	NUMBER OF VOLUNTEERS/STAFF PRESENT ON DATE OF INSPECTION
NUMBER OF PARTICIPANTS REGISTERED AT THIS TIME (OR HOW MANY ARE SERVED)	NUMBER OF VOLUNTEERS/STAFF EMPLOYED AT THIS TIME
NAME, TITLE, AND EMAIL ADDRESS OF SITE CONTACT	

Describe activities at time of inspection

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
PROGRAM	<input type="checkbox"/>				
Collaboration enhances recreational opportunities (no duplication)					
Based on inspection or oral/written feedback, participants are enjoying/engaged in program					

Participation appears to include a reasonable proportion from the local community and inclusion of special needs participants (based on inspection or RAP staff comments)					
Instructors, leaders, staff, and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of education					
Instructors, leaders, staff, and/or volunteers are professional, polite, and prepared					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
FINANCIAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or similar to programs in the same community and consistent with agreement (list fees/rates)					
Organization's annual budget is provided and is sufficiently funded for commitment (attach)					
Organization pays cost recovery fees on-time and according to requirements (attach payment summary)					
Value to Department (list total expenses from 990 & attach)					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
OUTREACH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of current participants reaches or exceeds target of agreement; list the target number of participants in the agreement					
Is there a current waiting list? How many people are on it? Is there a fee? (attach a copy of the list and list the fee amount, if any)					
If space is available, what efforts did the organization make to recruit new participants during this review period?					
Organization provided demographic information and analysis (attach)					
Organization performed and provided annual surveys of participants or parents of participants about program (attach)					
Marketing material (attach) and any signs on site include "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and the Department logo					
Organization's web site links to the RAP web site (list website address if applicable)					

Department has approved all marketing materials					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
SAFETY COMPLIANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employees and volunteers of program are fingerprinted and written verification is provided					
Current liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (attach printouts)	CA#: Expiration Date:				
Adequate program staff to provide proper supervision and safety (list ratio of staff to participants)					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in a clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
ORGANIZATION COMPLIANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains good communication and a professional relationship with the Department					
Provides required written reports including Annual Report (attach)	Date Due: Date Received:				
Annual report data about the program is consistent with agreement terms including fees charged to participants					
Compliance with all terms of the agreement (days & hours of operation, parking, fees, approved use of space, participants, etc.)					
Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501(c)(3) status (attach printouts)					
Is sub-leasing of the space occurring?					
Does Department have control over property usage during non-designated times (if applicable)					
Public Complaints resolved (attach, if any)					

Compliance Resolutions completed satisfactorily (attach, if any)	
List any small scale improvements planned, in progress, or completed (i.e. painting, changes to landscaping, etc.) Were the improvements approved by the Dept.? (if applicable, list date and name of approver)	
Capital improvement projects are in conformance with City Standards and in coordination with the Department, and Bureau of Engineering (if applicable, list projects planned, in progress, or completed)	

OVERALL EVALUATION	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PARTICIPANTS (OR PARENTS) - Comments / Complaints / Complements

SITE STAFF OR VOLUNTEERS - Comments / Issues/Requests

RAP STAFF (Recreation, Maintenance, Construction, Other)
Additional Comments / Complaints / Complements (attach any Compliance Resolution forms)
Include any comments on how Partner is reaching out to community, and how well participation reflects community.

Agreement No. _____

--

ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS

--

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE
NAME AND TITLE OF REVIEWER	
SIGNATURE OF REVIEWER	DATE

ATTACHMENTS <input type="checkbox"/> Participant Progress Stats <input type="checkbox"/> Annual Budget <input type="checkbox"/> Payment Summary <input type="checkbox"/> 990/Expenses <input type="checkbox"/> Demographic Analysis <input type="checkbox"/> Annual Surveys <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Insurance Status <input type="checkbox"/> Annual Report <input type="checkbox"/> Legal/501c3 Status <input type="checkbox"/> Public Comments/Complaints <input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms <input type="checkbox"/> Other _____
--

Please sign below and return entire form within one week to acknowledge receipt of this performance review.

PRINT NAME AND TITLE OF SITE CONTACT	
SIGNATURE OF SITE CONTACT	DATE

EXHIBIT C

Los Angeles Community Garden Council Sample
Operating Rules and Guidelines for a Community Garden

The Los Angeles Community Garden Council will work with communities and gardeners to develop garden rules. Each community garden will have its own written garden rules based on the specific needs and circumstances of the community. As the garden is a shared space, it is necessary that gardeners agree to observe a set of rules regarding how to maintain their assigned plots and shared areas as well as cultivate positive relationships. The following sample garden rules are for consideration to be used as a starting point.

Garden Hours, Maintenance, and Tools

1. Gardeners may access the garden from sunrise to sundown daily, year-round. Gardeners are responsible for locking the gate behind them. Keys and combinations are strictly for personal use and must not be shared with others.
2. Gardeners must plant their plot within ___ days of the plot being assigned. They must garden year-round.
3. If gardeners are unable to tend the plot due to illness or traveling, they must arrange for someone else to tend the plot and notify the Garden Leadership Team.
4. Gardeners must keep their plot, paths, and surrounding areas around their plot clean and free of trash, weeds, and debris. They must keep the plot free of weeds, pests, and diseases. Because of the communal nature of a community garden, this is necessary to control against invasions of the whole garden.
5. Plot boundaries are clearly defined and plants must remain within the boundaries of each plot. Gardeners may not plant trees in their plots or any plants higher than ___ feet.
6. Gardeners must not apply any pesticides, insecticides or herbicides in the garden without approval from the Garden Leadership team. Organic gardening promotes the health of our produce, soil, and fellow gardeners.
7. Gardeners are responsible for taking any trash or recyclables that they generate with them out of the garden.
8. Tools must be returned to their proper location after use to keep the garden and toolsheds in a neat condition. Gardeners are responsible for locking the toolsheds. If a tool is missing, damaged or broken, inform a member of the Garden Leadership Team immediately. Gardeners may be held responsible for damaged or broken items or equipment and they may not be replaced if missing or broken. Please conserve water and use a trigger-operated nozzle on the hose

as required by California law. Notify the Garden Leadership Team of any leaks. Maintain your raised bed to conserve water.

9. All water hoses are to be left coiled near the water spigots.
10. Gardeners may be required to contribute some time each month to maintain the communal areas of the garden.

Plot Assignments and Gardener Meetings

11. Plots are assigned based on the date and time of receipt of the plot application. Only one plot will be assigned per household.
12. The plot fee is \$____ per year. The plot fee will be reassessed after ____ months to ensure that it covers the cost of the water bills and basic garden maintenance.
13. The first payment of \$____ and a key deposit of \$____ must accompany the application. Payment can be made by check payable to "LA Community Garden Council" or by cash. A receipt will be issued immediately for all cash payments.
14. Plots are assigned for a ____-month period. Renewal is not automatic and is based on gardeners' following the rules. After a plot has been renewed ____ times, it may be given to someone on the garden waitlist.
15. Fees will not be refunded.
16. If all plots have been assigned, an applicant will be placed on a waitlist. The Garden Leadership Team will maintain this waitlist.
17. Gardeners are encouraged or may be required to attend scheduled meetings.

Mutual Respect

18. Gardeners must not take food, plants or materials from other gardeners' plots.
19. Gardeners must not water, weed or cultivate other gardeners' plots without express permission from that plot's main gardener.
20. Gardeners must not use abusive or profane language or discriminate against others for any reason including but not limited to: age, race, religion, national origin, gender, sex, sexual orientation, political affiliation or ability.
21. Gardeners' guests and visitors may enter the garden only if accompanied by the main gardener. Guests and visitors must follow all rules, terms, and conditions stated here.
22. All children under 18 years must be supervised by a responsible adult.

23. _____ are prohibited in the garden. (Examples: tobacco, alcohol, illegal drugs)
24. Possession of dangerous chemicals, harmful substances, and fire arms is prohibited at all times.
25. Pets are not allowed in the garden.
26. Community events may only be held in the garden with the permission of the Garden Leadership Team.
27. Headphones must be used if playing music in the garden, except for at a community event with the permission of the Garden Leadership Team.
28. Gardeners may not collect money or organize raffles without the permission of the Garden Leadership Team.

Safety

29. Gardeners are to report any accidents or vandalism promptly to a member of the Garden Leadership Team.
30. In case of fire or other emergency please call 911.
31. For city services call 2-1-1

Consequences for Violating the Garden Rules

32. Gardeners may be asked to leave the garden for:
 - a. Violating the stated rules
 - b. Neglecting to maintain their plot
 - c. Harassment, discrimination, physical or verbal abuse of any party affiliated with the garden
33. Removal from the garden will follow:
 - a. For the first incident, a documented verbal warning made in a one-on-one meeting
 - b. For the second incident, a written warning
 - c. In the event of a third incident, a gardener will be asked to leave the garden
34. Upon dismissal, dues will not be returned. It is expected the gardener will leave the plot as when it was assigned.

EXHIBIT D

Insurance Requirements

Required Insurance and Minimum Limits

Name: Los Angeles Community Garden Council

Date: 04/12/2017

Agreement/Reference: Operation of various community gardens

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits						
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EI)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="width: 15%; text-align: right;">WC</td> <td style="width: 15%; text-align: right;">Statutory</td> </tr> <tr> <td style="padding-left: 20px;"> <input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act </td> <td style="text-align: right; vertical-align: bottom;">EI</td> <td style="text-align: right; vertical-align: bottom;">\$1,000,000</td> </tr> </table>		WC	Statutory	<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	EI	\$1,000,000
	WC	Statutory					
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	EI	\$1,000,000					
<input checked="" type="checkbox"/> General Liability	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 20px;"> <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____ <input type="checkbox"/> Sexual Misconduct </td> <td></td> <td></td> </tr> </table>			\$1,000,000	<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____ <input type="checkbox"/> Sexual Misconduct		
		\$1,000,000					
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____ <input type="checkbox"/> Sexual Misconduct							
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) _____							
<input type="checkbox"/> Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>							
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding-left: 20px;"> <input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____ </td> <td style="width: 50%; padding-left: 20px;"> <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____ </td> </tr> </table>	<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____					
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____						
<input type="checkbox"/> Pollution Liability _____							
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price						
<input type="checkbox"/> Crime Insurance							

Other: 1) If a contractor has no employees and decides not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirements" located at <http://cao.facility.org/risk/Insuranceforms.htm>
 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

Agreement No. _____

EXHIBIT E

Standard Provisions for City Contracts (Rev – 03/09)

**BOARD OF RECREATION AND
PARK COMMISSIONERS**

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

MELBA CULPEPPER
PILAR DIAZ
MISTY M. SANFORD

ARMANDO X. BENCOMO
COMMISSION EXECUTIVE ASSISTANT II

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
RECREATION AND PARKS**

EXECUTIVE OFFICE

P.O. BOX 86328
LOS ANGELES, CA 90086-0328

(213) 202-2633

Fax: 213-202-2614

MICHAEL A. SHULL
GENERAL MANAGER

May 3, 2017

Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
4470 W. Sunset Boulevard, No. 381
Los Angeles, CA 90027

**TEMPORARY, REVOCABLE RIGHT-OF-ENTRY PERMIT TO LOS ANGELES
COMMUNITY GARDEN COUNCIL FOR THE OPERATION AND MAINTENANCE OF
VARIOUS COMMUNITY GARDENS ON PARK PROPERTY:
PERMIT NO. PD-ROE- 079**

Dear Ms. Beals:

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable Right-Of-Entry Permit No. PD-ROE-079 (PERMIT), to the Los Angeles Community Garden Council (LACGC), a 501(c)(3) non-profit corporation, and LACGC's staff, volunteers, and contractors (collectively referred to herein as PERMITTEE), granting authorization for PERMITTEE to operate and maintain the Solano Canyon Community Garden, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden, and East Wilmington Community Garden (collectively referred to herein as, GARDENS), as listed in the Site List attached hereto and incorporated herein by reference as Exhibit A.

PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the GARDENS, and to perform such operations in compliance with applicable RAP Policies, including the Policy on Community Operated Open Space and Guidelines for Self-Operated Community Gardens, and Cost Recovery Reimbursement Policies.

This PERMIT shall not become effective until required proof of insurance is submitted to the CITY in accordance with Section 10 of this PERMIT, and is fully executed by PERMITTEE and validated by RAP in accordance with Section 18 herein.



This PERMIT is issued subject to the following conditions:

1. PERMISSION GRANTED

Pursuant to the terms and conditions of this PERMIT and applicable RAP Policies, permission is granted to PERMITTEE to operate and maintain the public community gardens listed in Exhibit A, referred to herein as "GARDENS", and further described by the Site Maps attached hereto and incorporated herein by reference as Exhibits B-1 through B-5.

It is understood that the operation of the GARDENS shall incorporate public programming, including but not limited to public tours, demonstrations, and instruction, as described in Section 4 below.

All costs of operation and maintenance of the GARDENS shall be the sole responsibility of LACGC, at no cost to RAP or the CITY. Any fiscal impacts imposed on RAP or the CITY as a result of PERMITTEE activities at the GARDENS, shall be reimbursed to RAP and/or the CITY accordingly, through Cost Recovery Reimbursement Fees described in Section 7 (Consideration) below, or other form of reimbursement or payment deemed appropriate by RAP and/or CITY.

2. GARDENS DEFINED

The location address and description of the GARDENS are listed in Exhibit A and depicted by the Site Maps in Exhibits B-1 through B-5. Any proposed expansion, reconfiguration, or installation of improvements at the GARDENS must be submitted to RAP in writing, for review and approval by RAP in accordance with Section 7 (Alterations and Improvements) below.

3. PERMIT TERM

The performance period authorized by this PERMIT (TERM) shall be twelve (12) months, beginning on the established Commencement Date stipulated on the Signature Execution Page of this PERMIT; which shall be determined upon the execution of this PERMIT by an authorized representative of LACGC and submission of required proof of insurance in accordance with Section 8 of this PERMIT, and PERMIT validation by an authorized RAP representative.

This PERMIT shall expire twelve (12) months from the date of execution, or upon the execution of an agreement between CITY and LACGC, for LACGC's continued operation and maintenance of the GARDEN(S), whichever should occur first. However, this PERMIT may be revoked at the sole discretion of RAP, pursuant to Section 4 below,

4. REVOCACTION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not comply with the terms and conditions contained herein, or for reason beyond RAP's control, or due to emergency. Upon receipt of a written notice of revocation (NOTICE), PERMITTEE agrees to discontinue occupancy and use of the GARDENS, including any and all activity being performed on or within the GARDENS, and vacate the GARDENS within thirty (30) days of LACGC's receipt of such NOTICE.

5. AUTHORIZED USE OF GARDENS, ASSOCIATED REQUIREMENTS, AND RESTRICTIONS

The GARDENS shall be used for the operation and maintenance of public community gardens, with individual garden plots assigned to the public by PERMITTEE in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants (collectively, VEGETATION). The GARDENS shall be operated and maintained in accordance with the RAP Community Operated Open Space Policy and Guidelines, approved by the Board of Recreation and Park Commissioners (BOARD) on May 4, 2011 (Report No. 11-121).

- a. Assignment of Plots. Garden plots shall be assigned to the public in accordance with the LACGC rules and guidelines.
- b. Meetings. The GARDENS may be used by LACGC for meetings related to the operation and maintenance of the GARDENS. The GARDENS may not be used for third-party public meetings without the prior written authorization of the RAP General Manager or his or her designee;
- c. Public Access. The public shall be allowed access to the GARDENS for supervised public viewing, public programs, scheduled tours, school field trips, and other program activities conducted by PERMITTEE for the benefit and enjoyment of the public; all in accordance with the terms and conditions of this PERMIT and RAP Policies, including guidelines and requirements for volunteer activities on park property and general public participation.
- c. Outside Entities. PERMITTEE shall ensure that PERMITTEE's protocol for selecting and authorizing any person to participate in GARDEN activities at the GARDENS, complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors

engaging in any of the PERMITTED USES described herein, including maintenance; such as but not limited to, certifications, licensing, background checks, and finger printing.

- d. No Commercial Activities. Commercial activities are not authorized by RAP and shall not be allowed to occur within the GARDENS or surrounding/adjacent park property (if applicable), unless written approval is provided in advance by the RAP General Manager (GM) or his or her designee; and/or the BOARD (if applicable).
- e. No Commercial Sales. Grown and harvested VEGETATION shall only be for personal use and consumption, and non-commercial purposes; No products grown or cultivated at the GARDENS may be sold or used for a for-profit purpose or commercial enterprise, regardless if sold off-site away from the GARDENS. The commercial sale of any VEGETATION can be considered cause for revocation of this PERMIT.
- f. The GARDENS shall not be permitted to be used for organized sports or parking, however ancillary parking is permitted as applicable;
- g. PERMITTEE shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken;
- h. Alcoholic Beverages. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be allowed on the GARDENS.
- j. Safety Practices. PERMITTEE shall correct any violations of safety practices immediately, and shall cooperate fully with the CITY in the investigation of accidents or deaths occurring on the GARDENS. In the event of death or serious injury (requiring an emergency room hospital visit), PERMITTEE must notify the RAP Primary Contact listed in Section 12 of this PERMIT, as soon as possible but no later than twenty-four (24) hours following the incident. Notice of non-serious injuries occurring on the GARDENS shall also be provided to the RAP Primary Contact within seventy-two (72) hours. PERMITTEE shall keep internal documentation of the incident(s) and provide the RAP GM or his or her designee with such information upon request.

6. DAYS AND PERIODS OF USE

PERMITTEE shall be entitled to use the GARDENS to operate and maintain the GARDENS for public programs and services, recreational garden uses, and other pre-approved uses, from sunrise to sunset daily. Any extended times or hours for special events or non-regularly-scheduled programs may be granted with prior written consent by the RAP GM.

7. MAINTENANCE AND REPAIR OF GARDENS

During the TERM of this PERMIT, and subject to the terms and conditions contained herein, PERMITTEE agrees to the following provisions for maintenance and repair of the GARDENS, and the PARK if applicable:

- a. PERMITTEE shall operate and maintain the GARDENS efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and/or repair providing all materials, supplies, equipment, and funds necessary to perform such maintenance and required repair to the reasonable satisfaction of RAP.
- b. PERMITTEE shall punctually pay or cause to be paid, all financial obligations incurred in connection with the maintenance and repair of the GARDENS. PERMITTEE shall discharge or provide for the discharge, of all claims authorized or incurred for labor, equipment, materials, and supplies, furnished in connection with PERMITTEE's use of the GARDENS.

8. ALTERATIONS AND IMPROVEMENTS

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the GARDENS without prior written authorization by RAP. PERMITTEE shall provide RAP detailed information and specifications for review and written approval by RAP, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of PERMITTEE.

9. CONSIDERATION

The consideration for this PERMIT in exchange for PERMITTEE's use of the GARDENS, shall primarily be PERMITTEE's provision of gardening-associated recreational activities, programming and services, and the maintenance and/or

repair of the GARDENS, at no cost to RAP or CITY; pursuant to the terms and conditions of this PERMIT, and in accordance with RAP policies, together with the attendant benefits to the general public. However, in accordance with RAP Policy, PERMITTEE shall be responsible for the cost of utility services and solid waste disposal, as applicable, through payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below. Such costs and fees are subject to change with sixty (60) calendar-days prior written notice from RAP to PERMITTEE.

- a. Utilities: Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011, (Report No. 11-202), the cost of utility services to the GARDENS, such as electricity, gas, water, telephone and cable, shall be the sole responsibility of LACGC.

For Drew Street (water meter #96107875) and El Sereno (water meter #90187578) Community Gardens, LACGC shall pay the Los Angeles Department of Water and Power (LADWP) directly under respective LACGC accounts for water and electricity services (as applicable) under the above dedicated meters.

Solano Canyon Community Garden (water sub-meter #20504896), Patton Street Community Garden (water sub-meter #14-40113033) and East Wilmington Community Garden (water sub-meter #8429156) do not have dedicated meters for water. Therefore LACGC shall reimburse RAP semi-annually in the manner stated in this section for actual water use based on water sub-meter readings performed by RAP at the GARDEN. Payment for each six (6) month term (January–June and July–December) shall be made by LACGC in lump sum within thirty (30) calendar days of receipt of an invoice from RAP. Payments must be made by check, money order or cashier's check, made payable to "City of Los Angeles, Department of Recreation and Parks", and mailed or delivered to the RAP Partnership Division at the address stated in Section 11.

- b. Trash and Solid Waste: Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of LACGC, with services of a non-CITY provider billed directly to LACGC.

- c. Annual Lease Payment: **El Sereno Community Garden** is located on land leased by the State of California Department of Transportation (CalTrans) to RAP, which includes a yearly lease payment in the amount of one hundred dollars (\$100.00), which RAP pays to CalTrans annually. LACGC agrees to reimburse RAP for the one hundred dollar (\$100.00) payment during the month of April each year. Such payments are to be mailed or delivered to the RAP Partnership Division at the address stated in Section 11.

10. INSURANCE

PERMITTEE, their contractors and sub-contractors, is/are insured and shall additionally insure the CITY for the coverage specified on Form 146R attached hereto and incorporated herein by reference as Exhibit D. PERMITTEE shall maintain during the TERM of this PERMIT, evidence of such insurance acceptable to the City Administrative Officer (CAO) Risk Management Office, prior to PERMITTEE's occupancy and use of the GARDENS.

Instructions for completing, executing, and submitting evidence of insurance to the City Risk Manager are included in Exhibit D, and incorporated herein by reference.

11. INDEMNIFICATION

Except for the active negligence or willful misconduct of RAP and/or the City of Los Angeles (collectively referred to as "CITY" for purposes of this Section 9), or any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest, PERMITTEE undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation cost incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including PERMITTEE's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omission or willful misconduct incident to the performance of this PERMIT by PERMITTEE or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this PERMIT and those allowed under the laws of the

United States, the State of California, and the CITY. This provision shall survive the expiration or termination of this PERMIT.

PERMITTEE is aware of the condition of the GARDENS and accepts the GARDENS in its present condition. PERMITTEE agrees to abide by all safety regulations. PERMITTEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

12. WAIVER OF DAMAGES

PERMITTEE hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the GARDENS or which may otherwise arise by reason of the use of the GARDENS pursuant to this PERMIT, and releases and discharges the CITY from any claims therefore.

13. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this PERMIT or time extensions, etc., such requests for said modifications and/or additions shall be submitted in writing to:

City of Los Angeles Department of Recreation and Parks
Partnership Division, Mail Stop # 628-9
221 North Figueroa Street, Suite 180,
Los Angeles, CA 90012

Email: Joel.Alvarez@lacity.org
Phone: (213) 202-5671 Fax: (213) 202-2614

14. PRIMARY PERMIT CONTACTS

PERMITTEE: **Julie A. Beals, Executive Director**
4470 West Sunset Blvd., #381
Los Angeles, CA 90027
Phone: (323) 942-9676

RAP: **Raymond Chang, Management Analyst**
Partnership Division, Mail Stop # 628-9
221 North Figueroa Street, Suite 180,
Los Angeles, CA 90012

Email: Raymond.Chang@lacity.org
Phone: (213) 202-5681

15. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of RAP and/or CITY shall have the right to enter the GARDENS at any time in case of emergency, and upon reasonable notice for the inspection of the GARDENS.

16. DAMAGE TO PROPERTY

PERMITTEE shall be responsible for damage to the GARDEN(S) at LACGC's own expense, including vandalism, during the TERM of this PERMIT. PERMITTEE shall maintain the GARDENS in an orderly condition during the TERM of

PERMITTEE operations, including the protection of those existing facilities and natural resources at the PARK that will not be impacted by PERMITTEE's activities. PERMITTEE shall be responsible for the repair and or replacement of PARK improvements if caused by PERMITTEE activities.

17. RATIFICATION At the request of RAP, and because of the need therefore, PERMITTEE began performance of the responsibilities herein required, prior to the execution hereof. By execution of this PERMIT, RAP hereby accepts such service(s) and related activities, subject to all the terms, covenants, and conditions of this PERMIT, and ratifies its agreement with PERMITTEE and authorization for such services and activities to occur as stated herein.

18. ACCEPTANCE

To indicate PERMITTEE's acceptance of the terms and conditions contained herein, an authorized representative of PERMITTEE must sign on the signature block below, retain a copy for PERMITTEE's files, return the signature page with the original signature to the Partnership Division at the address stated in Section 11, and have filed evidence of required insurance with the City Risk Manager as indicated in Section 8 of this PERMIT.

Sincerely,

MICHAEL A. SHULL
General Manager



JOEL ALVAREZ, Senior Management Analyst II
Partnership Division

Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
May 3, 2017
Page 10

MAS/VI/JA/rc:sa

cc: Ramon Barajas, Assistant General Manager, Planning, Maintenance and Construction Branch
Javier Solis, Superintendent, Maintenance Division
Sophia Pina-Cortez, Superintendent, Metro Region
Superintendent, Pacific Region

Attachments: Exhibit A: Community Garden Sites
Exhibits B1-B5: Community Garden Site Maps
Exhibit C: Insurance Requirements and Instructions for Submitting Proof of
Insurance

[SIGNATURE PAGE FOLLOWS]

Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
May 3, 2017
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SIGNATURE EXECUTION PAGE

TEMPORARY, REVOCABLE RIGHT-OF-ENTRY PERMIT PD-ROE-079 TO LOS ANGELES COMMUNITY GARDEN COUNCIL TO OPERATE AND MAINTAIN VARIOUS COMMUNITY GARDENS

As the authorized representative of LOS ANGELES COMMUNITY GARDEN COUNCIL, a 501(c)(3) non-profit corporation, I hereby accept the terms and conditions of the Right of Entry Permit contained herein:

Julie Beals

Permittee Signature

5/11/17

Date

JULIE BEALS

Permittee Name (print)

EXECUTIVE DIRECTOR

Title

COMMENCEMENT AND VALIDATION DATE of Permit PD-ROE-079

5/11/2017

Commencement Date

R. Chang

RAP Representative Signature

Raymond Chang

Name (print)

Management Analyst

Title

EXHIBIT A

**Los Angeles Community Garden Council
Community Garden Sites**

Community Garden	Address	No. of garden plots	Garden acreage
Solano Canyon Community Garden	545 Solano Avenue, Los Angeles, CA 90012	137	5.00
Drew Street Garden	3304 Drew Street, Glassell Park, CA 90065	38	0.11
El Sereno Community Garden	5466 Huntington Drive, Los Angeles, CA 90032	25	0.77
Patton Street Community Garden	327 N. Patton Street, Los Angeles, CA 90027	10	0.09
East Wilmington Community Garden	East 'L' Street, between Drumm Avenue and Coil Avenue, Los Angeles, CA 90744	37	10,000 sq. feet

Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
May 3, 2017
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Exhibit B-1

Site Map for Solano Canyon Community Garden

Solano Canyon Community Garden in Elysian Park
545 Solano Avenue, Los Angeles, CA 90012

The area authorized for the operation and maintenance of the Solano Canyon Community Garden is enclosed by the bold line on the map below.



Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
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Exhibit B-2

Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
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Site Map for Drew Street Community Garden

Unofficially named Drew Street Park
3304 Drew Street, Los Angeles, CA 90065

The area authorized for the operation and maintenance of the Drew Street Community Garden, informally named "Glassell Park Community Garden", is enclosed by the bold line on the map below.



Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
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Exhibit B-3

Site Map for Sereno Community Garden

El Sereno Community Garden
5466 Huntington Drive, Los Angeles, CA 90032.

The area authorized for the operation and maintenance of El Sereno Community Garden is enclosed by the bold line on the map below.



Exhibit B-4

Site Map for Patton Street Community Garden

Patton Street Community Garden
327 Patton Street, Los Angeles, CA 90027

The community garden is part of Patton Street Park which is depicted below. The area authorized for the operation and maintenance of the Patton Street Community Garden is enclosed by a line on the upper portion of the map and labeled as a community garden.



Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
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Exhibit B-5
Site Map for East Wilmington Community Garden

East Wilmington Community Garden is located at East Wilmington Greenbelt Park in Wilmington. The garden is on East 'L' Street, between Drumm Avenue and Coil Avenue. The area authorized for the operation and maintenance of the East Wilmington Community Garden is enclosed by the bold line on the map below.



**East Wilmington
Community Garden**

Exhibit C

Required Insurance and Minimum Limits

Name: Los Angeles Community Garden Council

Date: 04/12/2017

Agreement/Reference: Operation of various community gardens

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	EL <u>\$1,000,000</u>
<input type="checkbox"/> Longshore & Harbor Workers Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/> Sexual Misconduct	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	

Other: 1) If a contractor has no employees and decides not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirements" located at: <http://cao.lacity.org/risk/insuranceforms.htm>
2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. **Agreement Reference.** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit.** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the CITY. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however ***submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named

Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
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Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting. Unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

Los Angeles Community Garden Council
c/o Julie A. Beals, Executive Director
May 3, 2017
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8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverage(s) (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.