

APPROVED
MAY 04 2011

REPORT OF GENERAL MANAGER

NO. 11-121

DATE May 4, 2011

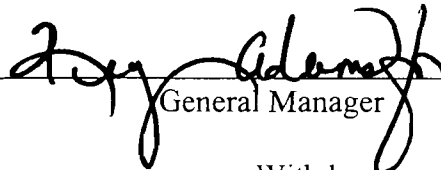
BOARD OF RECREATION
and PARK COMMISSIONERS

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: COMMUNITY OPERATED OPEN SPACES – POLICY ON COMMUNITY OPERATED OPEN SPACE, AND OPERATING GUIDELINES FOR SELF-OPERATED COMMUNITY GARDENS – PROPOSED CHANGES TO SCHEDULE OF RATES AND FEES FOR COMMUNITY GARDEN FACILITIES – OPERATION OF THE DEPARTMENT’S COMMUNITY GARDEN PROGRAM

R. Adams	_____	K. Regan	_____
H. Fujita	_____	*M. Shull	<u>MS</u>
V. Israel	_____	N. Williams	_____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the proposed Community Operated Open Space Policy, (attached as Exhibit A), which concerns the development, operation, and maintenance of public parkland in partnership with individuals, entities, or organizations, and in accordance with the Board’s Policy on Partnerships;
2. Approve the proposed Operating Guidelines for Self-Operated Community Gardens, (attached as Exhibit B), which provides uniform operating guidelines for community garden sites managed by the Department of Recreation and Parks (RAP);
3. Approve the changes to the Community Garden Plots section of the Schedule of Rates and Fees as outlined in the body of this report and the attached schedule (Exhibit C), effective July 1, 2011 and subject to the approval of the U.S. Army Corps of Engineers, where applicable;
4. Authorize staff to amend the Schedule of Rates and Fees to incorporate these changes;

REPORT OF GENERAL MANAGER

PG. 2

NO. 11-121

5. Take the following actions regarding Eastside Community Garden:
 - A. Direct staff to transition Los Angeles Conservation Corps (LACC) to a Partnership Agreement for the operation and maintenance of Eastside Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - B. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with LACC for the operation and maintenance of Eastside Community Garden.

6. Take the following actions regarding El Sereno Community Garden:
 - A. Direct staff to terminate the lease between RAP and LACC;
 - B. Direct staff to transition LACC to a Partnership Agreement for the operation and maintenance of El Sereno Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - C. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with LACC for the operation and maintenance of El Sereno Community Garden.

7. Take the following action regarding Expo Center Urban Garden:
 - A. Direct staff to continue to self-operate Expo Center Urban Garden.

8. Take the following actions regarding Howard Finn Community Garden:
 - A. Direct staff to terminate the Operating Agreement between RAP and LACC;
 - B. Direct staff to develop a conceptual design plan for Howard Finn Community Garden; and,
 - C. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Howard Finn Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.

REPORT OF GENERAL MANAGER

PG. 3

NO. 11-121

9. Take the following actions regarding Little Green Acres Community Garden:
 - A. Direct staff to cease operation of Little Green Acres Community Garden;
 - B. Direct staff to develop a conceptual design plan for Little Green Acres Community Garden; and,
 - C. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Little Green Acres Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.

10. Take the following actions regarding North Weddington Hidden Garden:
 - A. Direct staff to terminate the Right of Entry Permit between RAP and Rio Vista Elementary School;
 - B. Direct staff to transition Rio Vista Elementary School to a Partnership Agreement for the operation and maintenance of North Weddington Hidden Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - C. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Rio Vista Elementary School for the operation and maintenance of North Weddington Hidden Garden.

11. Take the following actions regarding Ocean View Farms:
 - A. Direct staff to terminate the Right of Entry Permit between RAP and Metropolitan Neighborhood Garden and Farm, Inc;
 - B. Direct staff to transition Ocean View Farms, Inc., to a Partnership Agreement for the operation and maintenance of Ocean View Farms, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - C. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Ocean View Farms, Inc., for the operation and maintenance of Ocean View Farms.

REPORT OF GENERAL MANAGER

PG. 4

NO. 11-121

12. Take the following action regarding Orcutt Ranch Community Garden:
 - A. Direct staff to continue to self-operate the Orcutt Ranch Community Garden; and,
 - B. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Orcutt Ranch Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.

13. Take the following actions regarding Rodger Jessup Garden Plots:
 - A. Direct staff to transition Project Youth Green, Inc., to a Partnership Agreement for the operation and maintenance of the Rodger Jessup Garden Plots, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - B. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Project Youth Green, Inc., for the operation and maintenance of Rodger Jessup Garden Plots.

14. Take the following action regarding Rose Hills/Debs Community Garden:
 - A. Direct staff to cease operation of Rose Hills/Debs Community Garden;
 - B. Direct staff to develop a conceptual design plan for Rose Hills/Debs Community Garden; and,
 - C. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Rose Hills/Debs Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.

15. Take the following action regarding Sepulveda Garden Center:
 - A. Direct staff to continue to self-operate the Sepulveda Garden Center; and,
 - B. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Sepulveda Garden Center, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.

REPORT OF GENERAL MANAGER

PG. 5

NO. 11-121

16. Take the following actions regarding Solano Canyon Community Garden:
 - A. Direct staff to transition Solano Canyon Garden Association, Inc., to a Partnership Agreement for the operation and maintenance of the Solano Canyon Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - B. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Solano Canyon Garden Association, Inc., for the operation and maintenance of Solano Canyon Community Garden.

17. Take the following actions regarding Wattles Farm:
 - A. Direct staff to terminate the Right of Entry Permit between RAP and Wattles Farm and Neighborhood Gardeners, Inc.;
 - B. Direct staff to transition Wattles Farm and Neighborhood Gardeners, Inc. to a Partnership Agreement for the operation and maintenance of the Wattles Farm, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - C. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Wattles Farm and Neighborhood Gardeners, Inc., for the operation and maintenance of Wattles Farm.

SUMMARY:

On January 5, 2010, the Board of Recreation and Park Commissioners (Board) directed staff to develop a comprehensive policy for the Department of Recreation and Parks' (RAP) community gardening program and to return to the Board for adoption of said policy (Board Report 11-012). Additionally, the Board suspended the billing due date for community garden plot fees until after a study had been completed by staff and all changes, if any, to RAP's schedule of rates and fees had been adopted by the Board.

In response to the Board's direction, staff undertook an extensive review of RAP's community garden program. As a part of this review, staff analyzed RAP's existing policies, pricing, and procedures, as well as the type and level of service being provided by RAP staff at each community garden facility. Additionally, staff met with community gardeners and representatives of community garden organizations to discuss issues related to the operation of the community gardens.

REPORT OF GENERAL MANAGER

PG. 6

NO. 11-121

Based on the input received through this process, staff has developed (1) a uniform program policy (the Community Operated Open Space Policy); (2) a set of operating procedures and guidelines for RAP operated community gardens (the Operating Guidelines for Self-Operated Community Gardens); and, (3) a proposed rate and fee schedule for community garden facilities. The proposed Community Operated Open Space Policy and Operating Guidelines for Self-Operated Community Gardens, as well as the proposed changes to the community garden facilities section of RAP's schedule of rates and fees are summarized below and in the attached exhibits.

Community Operated Open Space Policy

The purpose of the proposed Community Operated Open Space Policy is to establish a framework that allows individuals and organizations to partner with RAP to develop, operate, and maintain public park property in order to provide opportunities for the physical and social benefit of the people and neighborhoods. In order to support and facilitate a range of uses and programs, including community and ornamental gardens, the proposed policy is purposefully designed to be as broad and flexible as possible. For example, community gardens that provide and rent individual garden plots are permitted uses for Community Operated Open Space sites; however, the proposed policy states that they should adopt rules that extend the gardening experience to as many people as possible.

The proposed policy specifies that all Community Operated Open Space sites shall be operated in partnership with RAP, and in accordance with the Board's Policy on Partnerships. All organizations interested in operating or maintaining public park property as a Community Operated Open Space would be required to enter into a Board approved Partnership Agreement with RAP.

Finally, the proposed policy stipulates that a Community Operated Open Space site shall be non-exclusive and that the general public's access to public parkland should be maintained and protected. The specific details as to how the general public will be able to access a Community Operated Open Space site will be delineated in each individual Partnership Agreement. The policy also stipulates that RAP staff shall have access to a site at all times and shall be kept informed of any site access arrangements made by partner organizations.

The Community Operated Open Space Policy is attached hereto as Exhibit A.

Operating Guidelines for Self-Operated Community Gardens

The purpose of the proposed Operating Guidelines for Self-Operated Community Gardens is to provide a standard set of rules, regulations, and operating procedures for all community garden facilities operated by RAP. Community Gardens operated by individuals and organizations in partnership with RAP through a Board approved Partnership Agreement would not be subject to these operating guidelines. The implementation of uniform operating guidelines for RAP operated community garden facilities would provide member gardeners with certainty in program operations, and clearly identify RAP's standards and expectations for member conduct.

REPORT OF GENERAL MANAGER

PG. 7

NO. 11-121

Included in the proposed Operating Guidelines for Self-Operated Community Gardens are the hours of operation for the facilities, RAP's procedures relative to the assignment of vacant garden plots, regulations for the maintenance of individual garden plots and common areas, planting and watering guidelines, and basic rules regarding the conduct of members and guests.

The Operating Guidelines for Self-Operated Community Gardens also limit the number of individual garden plots to three plots per household. However, it should be noted that the Operating Guidelines for Self-Operated Community Gardens do permit those households currently assigned more than three plots to retain those assigned plots in excess of the proposed three plot limit.

At this time, there are three community garden facilities that staff recommends be operated by RAP and would therefore be subject to the proposed Operating Guidelines for Self-Operated Community Gardens: Expo Center Urban Garden, Orcutt Ranch Community Garden, and Sepulveda Garden Center.

The Operating Guidelines for Self-Operated Community Gardens are attached hereto as Exhibit B.

Community Garden Plot Rates and Fees

On July 14, 2010, the Board approved changes to RAP's schedule of rates and fees (Board Report No. 10-180). One of the fees modified in that schedule changed the annual rate to rent a community garden plot from \$25 per calendar year to \$120 per calendar year and applied that fee to nine community garden facilities within RAP's jurisdiction. The nine community garden facilities included in that schedule change were: Rose Hills/Debs Community Garden, Solano Canyon Community Garden, Eastside Community Garden, El Sereno Community Garden, Orcutt Ranch Community Garden, Sepulveda Garden Center, Rodger Jessup Garden Plots, Ocean View Farms, and Wattles Farm.

On January 5, 2011, the Board suspended the billing due date for community garden plot fees until staff completed a study of RAP's rates and fees and if changes to the schedule of rates and fees is recommended, then the schedule of rate and fees is suspended until the recommendation is adopted by the Board (Board Report No. 11-012). This report represents staff's completion of its review of RAP's schedule of rates and fees for community garden facilities.

Staff recommends that RAP's rates and fees be changed to address policy and operational issues, and to appropriately align community garden fees with the cost of services provided by RAP at each community garden facility. Staff has developed a revised rate and fee schedule for the community garden facilities that, upon the Board's approval of this report, would be made effective July 1, 2011 (Exhibit C).

REPORT OF GENERAL MANAGER

PG. 8

NO. 11-121

The proposed rate and fee schedule would re-align the collection of community garden fees from the start of the calendar year, January 1st, to the start of RAP's fiscal year, July 1st. Fees would be paid semi-annually, with payments being due on July 1st and January 1st of each fiscal year. Fees for newly assigned garden plots would be prorated based on the number of months remaining in each semi-annual period.

It should be noted that RAP collected community garden plot rental fees from January 1, 2010 through December 31, 2010, which means that RAP will have collected community garden plot fees for a portion of the current fiscal year, which started July 1, 2010. If the proposed rate and fee schedule is approved and adopted by the Board, RAP will not collect any community garden plot rental fees for the period of January 1, 2011 through June 30, 2011.

Rates and Fees for RAP Operated Community Garden Facilities

RAP staff analyzed RAP's current annual labor, utility, and supply costs in order to determine the estimated annual cost to RAP to operate those community garden facilities proposed to be operated by RAP. Where appropriate, staff prorated the labor, utility, and supply costs at each facility in order to equitably identify those costs associated with the operation of each community garden facility. Staff then identified where opportunities existed to create operational efficiencies through the realignment of staffing and resources. Once that exercise was complete, the anticipated annual labor, utility, and supply costs for each facility were added together then divided equally by the number of plots at each facility in order to calculate the estimated annual cost to RAP to operate each facility. A summary of the identified annual labor, utility, and supply costs for each facility proposed to be operated by RAP, and the methodology used to calculate each facility's estimated annual operation cost, is attached hereto as Exhibit D.

Staff estimates the cost to RAP to operate the Orcutt Ranch Community Garden is \$26,215 annually, which calculates to approximately \$198 per plot per year. Staff estimates the cost to RAP to operate the Sepulveda Garden Center is \$143,227 annually, which calculates to approximately \$177 per plot per year.

The annual fee for the community garden plots has been static for many years. During staff's review of this issue the public provided a great deal of constructive input and commentary. Based upon the various comments received through this process staff is not currently recommending full cost recovery for these community garden plots. Staff recommends that the Board amend the rate and fee schedule for community garden plot rentals at only Orcutt Ranch Community Garden and Sepulveda Garden Center and implement an annual per plot rental fee of \$120 at each facility (Exhibit C) that would be paid in semi-annual installments on July 1st and January 1st of each fiscal year.

REPORT OF GENERAL MANAGER

PG. 9

NO. 11-121

Rates and Fees for Partner Operated Community Garden Facilities

For those community garden facilities proposed to be operated by organizations partnering with RAP, staff recommends that partnering organizations be made responsible, through individual Partnership Agreements, for all costs associated with the operation and maintenance of the community gardens, including any identified utility fees and/or use fees.

At each community garden facility currently proposed to be operated by organizations partnering with RAP, staff has identified, and estimated, the anticipated RAP staff costs and utility fees that will need to be considered. Most of the identified RAP staff costs, particularly those related to the initial development of each Partnership Agreement are expected to be one-time charges. Some of the RAP staff costs, however, will reoccur annually as they are related to required performance reviews and facility inspections. Additionally, staff investigated each of the proposed partner operated community garden facilities and determined which facilities already have designated water meters and which do not. At those facilities that currently do not have designated water meters RAP will install a new water meter or sub-meter.

Staff recommends that RAP amend the rate and fee schedule for community garden facilities and implement a use fee for each community garden facility proposed to be operated by organizations partnering with RAP (Exhibit C). While the proposed user fees would vary based on the number of garden plots provided at each partner-operated community garden facility, no per plot fees are proposed to be charged by RAP at community garden facilities operated by outside entities.

COMMUNITY GARDEN FACILITY RECOMMENDATIONS

As discussed above, staff has proposed various recommendations for each of RAP's community garden facilities including those community gardens that are currently operated by an outside group or organization on land that is either owned or leased by RAP.

Eastside Community Garden

Eastside Community Garden is located at 933 Mott Street in the Boyle Heights community of the City, in Council District 14. The community garden is located on a 1.4 acre portion of Boyle Heights Sports Center, which is owned by the City, and contains approximately 20 community garden plots. The community garden facility also has a designated water meter. The Los Angeles Conservation Corps (LACC) had a Memorandum of Agreement with RAP to operate Eastside Community Garden. This Memorandum of Agreement expired in February 2008 and is no longer operative.

REPORT OF GENERAL MANAGER

PG. 10 NO. 11-121

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that LACC be transitioned to a Partnership Agreement for the operation and maintenance of Eastside Community Garden. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, LACC be made responsible, at its sole costs and expense, for all utility, maintenance, and repair costs related to the operation of Eastside Community Garden. Additionally, LACC would be subject to the proposed annual use fee for partner operated community garden facilities.

El Sereno Community Garden

El Sereno Community Garden is located at 5466 Huntington Drive in the El Sereno community of the City, in Council District 14. The community garden is located on a 1.5 acre site, which is owned by the California Department of Transportation and leased to RAP, and contains approximately 25 community garden plots. The community garden facility also has a designated water meter. LACC has a sublease with RAP for the operation of the El Sereno Community Garden. This sublease agreement, which expires in April 2011, can be revoked by RAP with thirty (30) days written notice.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that the existing sublease between RAP and LACC be terminated and that LACC be transitioned to a Partnership Agreement for the operation and maintenance of El Sereno Community Garden. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, LACC be made responsible, at its sole costs and expense, for all utility, maintenance, and repair costs related to the operation of the El Sereno Community Garden. Additionally, LACC would be subject to the proposed annual use fee for partner operated community garden facilities.

REPORT OF GENERAL MANAGER

PG. 11

NO. 11-121

Expo Center Urban Garden

Expo Center Urban Garden is located at 3990 Bill Robertson Lane in the Exposition Park community of the City, in Council District 8. The community garden is located on a 0.25 acre portion of the Expo Center Park, which is owned by the City, and contains 27 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. The Expo Center Urban Garden is operated by RAP.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Staff recommends that the Expo Center Urban Garden continue to be operated by RAP, in accordance with the proposed Operating Guidelines for Self-Operated Community Gardens. However, as the Expo Center Urban Garden is solely used as an educational learning space for the community, and community members do not have exclusive access to individual community garden plots, staff does not recommend the application of an annual rental fee for the community garden plots at this facility.

Francis Avenue Community Garden

Francis Avenue Community Garden is located at 2909 Francis Avenue in the Koreatown community of the City, in Council District 1. The community garden is located on a portion of the 0.15 acre Francis Avenue Community Garden Park, which is owned by the City, and contains 16 community garden plots. This community garden facility also has a designated water meter. Los Angeles Neighborhood Land Trust (LANLT) has a Lease Agreement with RAP for the operation of the Francis Avenue Community Garden. This Lease Agreement expires in November 2106.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Staff does not recommend any changes to the existing Lease Agreement between LANLT and RAP for the operation and maintenance of the Francis Avenue Community Garden as that agreement was entered into in furtherance of a Proposition K Grant Agreement between the City and LANLT.

Howard Finn Community Garden

Howard Finn Community Garden is located at 7717 Foothill Boulevard in the Sunland-Tujunga community of the City, in Council District 2. The community garden is located on a 0.3 acre portion of Howard Finn Park, which is owned by the City, and contains 30 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. LACC has an Operating Agreement with RAP for the operation of the Howard Finn Community Garden. This Operating Agreement expired in June 2004; however, the agreement

REPORT OF GENERAL MANAGER

PG. 12 NO. 11-121

stipulates that upon expiration the term will become a month to month tenancy until terminated. The site is currently being operated by a group of local community members, who are unaffiliated with LACC.

LACC has informed staff that it is no longer interested in operating the Howard Finn Community Garden. Therefore, RAP staff recommends that the existing Operating Agreement between the Department and LACC be terminated.

RAP staff has determined that the Howard Finn Community Garden is currently underutilized and may need to be redesigned to better fit the needs of the local community and the general public.

Staff recommends the development of a conceptual design plan for the Howard Finn Community Garden. The proposed conceptual plan would be developed with input from neighborhood and community organizations, other City Departments/Agencies, the Councilmember of the District, and other stakeholders as appropriate.

Little Green Acres Community Garden

Little Green Acres Community Garden is located at 10420 South Vermont Avenue in the Vermont Vista community of the City, in Council District 8. The community garden is located on portion of the 0.23 acre the Little Green Acres Park, which is owned by the City, and contains multiple community garden plots. The community garden facility also has a designated water meter. The Little Green Acres Community Garden is operated by RAP; however, community members currently do not have access to the existing community garden plots.

RAP staff has determined that the Little Green Acres Community Garden is currently underutilized and may need to be redesigned to better fit the needs of the local community and the general public.

Staff recommends the development of a conceptual design plan for the Little Green Acres Park. The proposed conceptual plan would be developed with input from neighborhood and community organizations, other City Departments/Agencies, the Councilmember of the District, and other stakeholders as appropriate.

North Weddington Hidden Garden

The North Weddington Hidden Garden is located at 10844 Acama Street in the Studio City community of the City, in Council District 4. The community garden is located on a 0.1 acre portion of the North Weddington Park, which is owned by the City, and contains 29 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. Rio Vista Elementary School has a revocable Right of Entry Permit with RAP for the operation of the North Weddington Hidden Garden. This Right of Entry Permit expires in October 2012.

REPORT OF GENERAL MANAGER

PG. 13

NO. 11-121

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Department staff recommends that the existing Right of Entry Permit between RAP and Rio Vista Elementary School be terminated and that Rio Vista Elementary School be transitioned to a Partnership Agreement for the operation and maintenance of North Weddington Hidden Garden. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, Rio Vista Elementary School be made responsible, at its sole costs and expense, for all utility, maintenance, and repair costs related to the operation of North Weddington Hidden Garden. Additionally, Rio Vista Elementary School would be subject to the proposed annual use fee for partner operated community garden facilities.

Ocean View Farms

Ocean View Farms is located at 3245 Grand Avenue Boulevard in the Mar Vista community of the City, in Council District 11. The community garden is located on a 6 acre site, which is owned by the Los Angeles Department of Water and Power and leased to RAP, and contains approximately 500 community garden plots. The community garden facility also has a designated water meter. Metropolitan Neighborhood Garden and Farm, Inc. has a revocable Right of Entry Permit with RAP for the operation of Ocean View Farms. This Right of Entry Permit can be revoked by RAP with thirty (30) days written notice. The site is currently being operated by an organization known as Ocean View Farms, Inc.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Department staff recommends that the existing Right of Entry Permit between RAP and Metropolitan Neighborhood Garden and Farm, Inc., be terminated and that the current operator, Ocean View Farms, Inc., be transitioned to a Partnership Agreement for the operation and maintenance of Ocean View Farms. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, Ocean View Farms, Inc., be made responsible, at its sole costs and expense, for all utility, maintenance, and repair costs related to the operation of Ocean View Farms. Additionally, Ocean View Farms, Inc., would be subject to the proposed annual use fee for partner operated community garden facilities.

REPORT OF GENERAL MANAGER

PG. 14

NO. 11-121

Orcutt Ranch Community Garden

Orcutt Ranch Community Garden is located at 23600 Roscoe Boulevard in the Canoga Park community of the City, in Council District 3. The community garden is located on a 1.5 acre portion of the Orcutt Ranch Park, which is owned by the City, and contains 132 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. The Orcutt Ranch Community Garden is operated by RAP.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Staff recommends that, until such time as a partnership can be established for its operation and maintenance, the Orcutt Ranch Community Garden continue to be operated by RAP, in accordance with the proposed Operating Guidelines for Self-Operated Community Gardens. Based on the type and level of services anticipated to be provided at this site by RAP, as well as the estimated annual utility costs, staff recommends that, starting July 1, 2011, an annual rental fee of \$120.00 be applied to each community garden plot at Orcutt Ranch Community Garden.

Rodger Jessup Garden Plots

Rodger Jessup Garden Plots is located at 12467 West Osborne Street in the Pacoima community of the City, in Council District 7. The community garden is located on a 2.5 acre portion of Rodger Jessup Park, which is owned by the City, and contains approximately 60 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. Project Youth Green, Inc. had a Right of Entry Permit with RAP for the operation of Rodger Jessup Garden Plots. This Right of Entry Permit expired in January 2010 and is no longer operative.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that Project Youth Green, Inc., be transitioned to a Partnership Agreement for the operation and maintenance of Rodger Jessup Garden Plots. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, Project Youth Green, Inc., be made responsible, at its sole cost and expense, for all utility, maintenance, and repair costs related to the operation of Rodger Jessup Garden Plots. Additionally, Project Youth Green, Inc., would be subject to the proposed annual use fee for partner operated community garden facilities.

REPORT OF GENERAL MANAGER

PG. 15

NO. 11-121

Rose Hills/Debs Community Garden

Rose Hills/Debs Community Garden is located at 3606 North Boundary Avenue in the Rose Hills community of the City, in Council District 14. The community garden is located on a 0.5 acre portion of Ernest E. Debs Regional Park, which is owned by the City, and contains 21 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. Rose Hills/Debs Community Garden is operated by RAP.

RAP staff has determined that Rose Hills/Debs Community Garden is currently underutilized and may need to be redesigned to better fit the needs of the local community and the general public.

Staff recommends the development of a conceptual design plan for Rose Hills/Debs Community Garden. The proposed conceptual plan would be developed with input from neighborhood and community organizations, other City Departments/Agencies, the Councilmember of the District, and other stakeholders as appropriate.

Sepulveda Garden Center

Sepulveda Garden Center is located at 16633 Magnolia Boulevard in the Encino community of the City, in Council District 5. The community garden is located on an approximately 20 acre portion of Sepulveda Basin Recreation Area, which is owned by the U.S. Army Corps of Engineers and leased to RAP, and contains 807 community garden plots. The community garden facility has a designated water meter for the portion of the facility located south of Magnolia Boulevard; however, the portion of the facility north of Magnolia Boulevard does not. Sepulveda Garden Center is operated by RAP.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Staff recommends that, until such time as a partnership can be established for its operation and maintenance, Sepulveda Garden Center continue to be operated by RAP, in accordance with the proposed Operating Guidelines for Self-Operated Community Gardens. Based on the type and level of services anticipated to be provided at this site by RAP, as well as the estimated annual utility costs, staff recommends that, starting July 1, 2011, an annual rental fee of \$120.00 be applied to each community garden plot at Sepulveda Garden Center.

REPORT OF GENERAL MANAGER

PG. 16

NO. 11-121

Solano Canyon Community Garden

Solano Canyon Community Garden is located at 545 Solano Avenue in the Solano Canyon community of the City, in Council District 1. The community garden is located on a 5 acre portion of Elysian Park, which is owned by the City, and contains approximately 30 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. Solano Canyon Garden Association, Inc. had a revocable Right of Entry Permit with RAP for the operation of Solano Canyon Community Garden. This Right of Entry Permit expired in March 2002 and is no longer operative.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that Solano Canyon Garden Association, Inc. be transitioned to a Partnership Agreement for the operation and maintenance of Solano Canyon Community Garden. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, Solano Canyon Garden Association, Inc., be made responsible, at its sole cost and expense, for all utility, maintenance, and repair costs related to the operation of Solano Canyon Community Garden. Additionally, Solano Canyon Garden Association, Inc., would be subject to the proposed annual use fee for partner operated community garden facilities.

Wattles Farm

Wattles Farm is located at 1824 North Curson Avenue in the Hollywood community of the City, in Council District 4. The community garden is located on a 4.2 acre portion of Wattles Garden Park, which is owned by the City, and contains approximately 172 community garden plots. The community garden facility also has a designated water meter. Wattles Farm and Neighborhood Gardeners, Inc. has a revocable Right of Entry Permit with RAP for the operation of Wattles Farm. This Right of Entry Permit can be revoked by RAP with sixty (60) days written notice.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that the existing Right of Entry Permit between RAP and Wattles Farm and Neighborhood Gardeners, Inc. be terminated and that Wattles Farm and Neighborhood Gardeners, Inc. be transitioned to a Partnership Agreement for the operation and maintenance of Wattles Farm. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

REPORT OF GENERAL MANAGER

PG. 17

NO. 11-121

Staff recommends that, as a part of the proposed Partnership Agreement, Wattles Farm and Neighborhood Gardeners, Inc. be made responsible, at its sole cost and expense, for all utility, maintenance, and repair costs related to the operation of Wattles Farm. Additionally, Wattles Farm and Neighborhood Gardeners, Inc., would be subject to the proposed annual use fee for partner operated community garden facilities.

FISCAL IMPACT STATEMENT:

Implementation of the proposed Community Operated Open Space Policy and the proposed Operating Guidelines for Self-Operated Community Gardens will have no impact to RAP's General Fund. Implementation of the proposed changes to the Community Garden Plots section of the Schedule of Rates and Fees will result in an increase in the amount of fees collected and enable RAP to offset some of its operating costs at these facilities.

This report was prepared by Ramon Barajas, Principal Grounds Maintenance Supervisor, Melinda Gejer, City Planning Associate, and Darryl Ford, Management Analyst, of the Planning, Construction, and Maintenance Division.

DEPARTMENT OF RECREATION AND PARKS
COMMUNITY OPERATED OPEN SPACE POLICY

PURPOSE

The purpose of the Community Operated Open Space Policy is to allow individuals and organizations to partner with the Department of Recreation and Parks (RAP) to develop, operate, and maintain public park property in order to provide opportunities for unstructured recreation; nature, educational, and environmental programs; and, for growing food, flowers, and ornamental plants.

POLICY

1. Use: Community Operated Open Spaces may be developed with community gardens, landscaped open space, and ornamental gardens. Community Operated Open Spaces are not permitted to be used for organized sports, public event space, or parking (ancillary parking is permitted). No products grown or cultivated on a Community Operated Open Space site may be sold or used for for-profit commercial purposes.
 - a. Sites operated as community gardens should adopt rules that extend the gardening experience to as many people as possible.
2. Operation: All Community Operated Open Spaces shall be operated in partnership with RAP, and in accordance with the Department of Recreation and Parks, Board of Recreation and Park Commissioners' (Board) Policy on Partnerships. Individuals and organizations are required to enter into a Board approved Partnership Agreement in order to be eligible to operate a Community Operated Open Space.
3. Access: Community Operated Open Spaces shall be non-exclusive and shall be made open to the general public in the manner described in the approved Partnership Agreement. For safety and security reasons, it may be appropriate to limit public access to portions of a Community Operated Open Space site (e.g. individual garden plots). RAP staff shall have, at all times, the ability to access a Community Operated Open Space site and shall be kept informed of all site access arrangements.

DEPARTMENT OF RECREATION AND PARKS
OPERATING GUIDELINES FOR SELF OPERATED COMMUNITY GARDENS

PURPOSE

The purpose the Department of Recreation and Parks' (RAP) Community Garden Program is to provide the surrounding urban community a place to garden, to promote and practice gardening techniques, provide education and guidance to program participants (Members) in the growing of plants, recycling of waste through composting, and maintenance of green space. Members are encouraged to participate in gardening activities that benefit the community, to grow plants for food, and flowers for beautification; to be used by Members and not for sale or other commercial purposes.

GUIDELINES

Use:

- These guidelines are designed for use at all community garden sites and facilities that are self-operated by RAP.
- Any member who violates any of these guidelines is subject to having their membership immediately terminated.

General Hours of Operation:

- Sunrise to Sunset
- 7 days a week
- Closed Holidays

Annual Rental Fee:

Fees are paid semiannually. Fees are due on July 1st and January 1st of each year. Fees are considered delinquent if not paid by July 31st and January 31st respectively. Fees for newly assigned plots at RAP operated facilities will be prorated based on the number of months remaining in each semiannual period. Checks should be made payable to the City of Los Angeles Department of Recreation and Parks. No cash payments are accepted and the fee is non-refundable.

Garden Plot Assignment:

A waiting list is maintained by staff. When available, plots are assigned one at a time on a first come first served basis. Priority will be given to those households not currently assigned a garden plot. Any plot assigned to a Member of the garden that is not cultivated within the first two (2) weeks shall be reassigned.

The maximum number of plots per household will be limited to three (3) plots in order to extend the gardening experience to as many people as possible. Households that are assigned more than three plots at the time these guidelines are adopted shall be permitted to retain those plots in excess of the three plot maximum.

Garden Plot Inheritance & Subdivision:

- No Member will reassign, subdivide, or sublet his or her plot to another person.
- No Member will lease a plot from another Member, inherit a plot from another Member, nor assume responsibility for an unassigned plot.
- Members wishing to exchange plots with another Member, or to be assigned a specific vacant plot, must notify staff in writing.
- All such changes or reassignments must be approved by staff.

Garden Plot General Regulations:

- No new trees of any kind shall be planted in any plot.
- Members will not put up any structures in their garden plot without written permission from staff.
- If Staff gives permission to put up a fence in a garden plot, it cannot be higher than 48 inches (4 feet) from the ground. The fencing should look natural to a garden setting. Members should check with staff before purchasing materials.
- Members will not store nor bring the following chemicals of any type into the garden center: lead or oil based paint, paint thinner, varnishes, lacquers and stains.
- Members will not bring pesticides, insecticides, herbicides, rodent poisons or any materials that is not organic into the garden. All organic fertilizers should be stored in sealed containers since they attract animals.
- There are to be no more than three window screens, and three plastic bottles, per garden plot. Plastic bottles must be stored on the ground.
- Members will not use fiber board, veneer board, bonded wood products, wood that has been painted, nor any lumber that has been pressure treated. These items may contain arsenic or other dangerous chemicals that will leach into the soil.
- Members will not use large water bottles, fish bowls nor aquariums in their plots.
- It is the responsibility of each Member to visit the garden's bulletin board for updates on all posted information.

Garden Plot Maintenance and Boundaries:

- Individual plots and their surrounding pathways shall be kept orderly and free of weeds, grass, dead plants and any other debris at all times.
- No planting, cultivating, digging, working, excavating, gardening, harvesting, growing, husbanding, or caring for plants, shrubs or trees shall be permitted in any area of the garden outside one's assigned plot without specific permission from staff. This applies to open areas, community areas, arbor areas, orchard areas, under or near any existing tree, along any fence, roadway or near any gate, near any meeting area or storage area.
- Adjoining pathway is defined as any walkway that surrounds the garden plot.
- Members must maintain their garden so that plants, weeds or other vegetation do not obstruct pathways or walkways.
- Members are responsible to weed/remove vegetation to the center of any walkway surrounding the perimeter of their garden plot.

- New Members must have their plots cleared and start cultivation within two (2) weeks of the plot assignment, weather permitting. Failure to maintain their plots and adjoining pathways to the satisfaction of staff or to start cultivation within two (2) weeks will result in forfeiture of the garden plot.
- Members shall not allow plants to hang over into pathways or neighboring plots, nor to grow roots or runners into pathways or neighboring plots. All new plantings or berries that send out underground roots shall be kept 18” from any bordering plot.
- Members shall not allow any plant, existing tree, shrub, vine or structure to be of such height as to cast shade on another plot. If a Member does not respond within two (2) weeks to a notice to correct such a situation, staff shall be empowered to cut, prune, adjust, trim, alter or remove any or all such plants, existing trees, shrubs, vines, or structures without requiring permission or further notification to the member.
- No Member shall maintain a trash heap, collect debris, or store non-gardening related materials and belongings in his or her assigned plots, or in any other area of the Garden. If a Member does not respond within two (2) weeks to a notice to remove all trash, debris or non-gardening related materials and belongings, staff shall be empowered to remove and dispose of all such items without requiring permission or further notification to the Member.
- Members are encouraged to maintain compost piles in their assigned plots. The piles must be made only of organic materials, and provided that such compost piles are regularly attended, are not unsightly, do not become foul, putrid, rotting, reeking, rancid, sour, spoiled, or attract flies, roaches, vermin or other scavengers. If a Member does not respond within two (2) weeks to a notice to clean up or remove an unpermitted compost pile, staff shall be empowered to remove and dispose of all or any part without requiring permission or further notification to the Member.
- Individual plots shall not be allowed to expand beyond their assigned boundaries. Staff shall have the authority to determine the exact boundaries of any individual plot, and to require members to conform to such boundaries within a two (2) week period.
- Members going on vacation or who plan to be away for more than two (2) months must notify staff and make arrangements to have their plots tended in their absence. Members planning to be away longer than two (2) months may have to relinquish their plots for reassignment and may be given priority in the assignment of a new plot upon their return.

Garden Plot Planting Guidelines:

- Only fruits, vegetables, flowers and herbs shall be grown or raised in plots. Members shall not plant or raise trees in their plots nor raise animals anywhere on the garden property.
- Trees are prohibited, and landscape foundation plants are not suitable in the community garden.
- Commercial growing is not permitted.
- Plants may not exceed six (6) feet in height so that plants do not encroach upon nor shade adjacent garden plots or pathways, and must not be in a container larger than 15 gallons.

Garden Plot Watering Guidelines:

- Alterations to any water faucets for irrigation purposes are strictly prohibited. When watering, Members must always have a shut off valve attached to the hose. There are no exceptions.

Member Conduct:

- Good conduct and civil procedure shall prevail at all times.
- Physical violence in any form is prohibited on the premises of the garden. Any Member who uses physical violence for any reason will have their membership terminated immediately.
- Members who disturb the peace, engage in vandalism, malicious mischief, or who do malicious injury to any plants or crops will have their membership terminated immediately.
- Smoking anywhere in the garden is prohibited.
- No Member or guest shall pick or remove any plant, vine, existing tree, bush, flower, fruit, vegetables, tool, equipment, lumber, hose, earth or material of any kind from another Member's plot without permission. Nor shall any Member or guest pick or remove any of the same from any community area open area, orchard area, avocado grove or any other area not specifically assigned to him or her. Any Member violating this rule will have his or her membership immediately terminated.

Member Guests & Children:

- Members are responsible for the conduct of any guests or children brought into the garden.
- Each Member is responsible for the conduct and safety of all guests or helpers they invite into the garden. In addition, each Member shall be liable for any and all damage they caused to another's plot, whether accidental or not, and for any and all damage caused to another's plot by any guests, helpers or children invited into the garden.
- The following rules regarding children shall be strictly enforced: No running in the garden. No climbing trees, posts, structures, gates or fences. No riding in wheelbarrows, no riding bicycles, tricycles, skateboards, skates, rollerblades or any other vehicles, carts or buggies. No picking or handling of flowers, vegetables, plants or produce of any kind except in their parent's plot. Children may not handle, use, work or play with any tools, hoses or equipment in any area at any time except under direct parental supervision.
- Indemnification: Each Member shall indemnify and hold harmless the City for any injury claimed or actual occurring to any child or guest, whether or not they are in the garden by invitation.
- Assumption of Risk: Each Member shall advise the parents of each child or guest that they will be in a garden and that they are invited at their own risk.

Member Animals:

- Members are responsible for the conduct of any animal brought into the garden.
- All animals must be kept on a leash at all times.

Notifications and Communications: It is the Member's responsibility to provide staff with their current address and telephone number. Staff must be notified when a Member desires to relinquish their garden plot.

- All notices sent by the City of Los Angeles are considered to have been served when either delivered personally, or three (3) days after being deposited with postage paid in the U.S. Mail. Failure of the member to correct a violation within two (2) weeks of the mailing date of the Notice of Non-Compliance will result in forfeiture of the plot. The Member may contact staff to advise the City of any extraordinary circumstances leading to the violation and /or prevention of correction of the violation. The Member may also contact staff to ascertain the decision of RAP. Upon forfeiture, staff will reassign the garden plot to the person at the top of the waiting list, and all crops, produce, and/or other property within the plot shall be dispersed at the discretion of staff.

EXHIBIT C

COMMUNITY GARDEN PLOTS FACILITIES RATES AND FEES

(Revised 07/10 05/11)

FEES

Community Garden Facilities are subject to the stated fees. Community Garden Plots Facilities that are self-operated by the City of Los Angeles Department of Recreation and Parks (RAP) are listed below: ~~and subject to the stated fees:~~

~~Rose Hills Park~~
~~Solano Canyon at Elysian Park~~
~~Eastside Community Garden at Boyle Heights R.C.~~
~~El Sereno~~
Orcutt Ranch Community Garden
Sepulveda Garden Center
~~Roger Jessup~~
~~Ocean View Farms (Cheviot Hills)~~
~~Wattles Farm~~

FEES (PER PLOT) - RAP SELF-OPERATED GARDEN FACILITIES

Enrollment Fee	\$15.00
Monthly Rental Fee	\$10.00 (\$120 annually)
Semiannual Rental Fee	\$60.00 (\$120 annually)

RAP self-operated Garden Facility Plot Fees are paid semiannually. Fees are due on July 1st and January 1st of each year. Fees for newly assigned plots at RAP self-operated facilities will be prorated based on the number of months remaining in each semiannual period.

FEES (PER FACILITY) - PARTNER OPERATED GARDEN FACILITIES

<u>Number of Garden Plots</u>	<u>Use Fee</u>
1 - 50	\$ 100.00 Per Year
51 - 250	\$ 500.00 Per Year
251 - Over	\$1,000.00 Per Year

Partner Operated Garden Facility Use Fees are paid annually. Fees are due on July 1st of each year.

PAYMENT OF FEES

~~Fees are \$10 per month paid at the beginning of each month or \$120 paid annually at the beginning of each year, which is always January 1st. Year end is always 12/31. Checks should be made payable to the City of L.A. Recreation and Parks.~~

Checks should be made payable to the City of L.A. Department of Recreation and Parks.
Fees are to be deposited **into** in the Department of Recreation and Parks General Fund.

DEPARTMENT OF RECREATION AND PARKS
 SELF OPERATED COMMUNITY GARDENS
 COST ANALYSIS SUMMARY

Department of Recreation and Parks (RAP) staff analyzed RAP's current annual labor, utility, and supply costs in order to determine the estimated annual cost to RAP to operate those community garden facilities proposed to be operated by RAP. Where appropriate, staff prorated the labor, utility, and supply costs at each facility in order to equitably identify those costs associated with the operation of each community garden facility.

Orcutt Ranch Community Garden

Cost Analysis:

- Utilities: \$2,772 Annually. Staff has prorated the annual utility cost to 25% of the annual total based on an estimate of the percent being used to support the operation of the community garden. Prorated Utility Cost = \$693
- Materials and Supplies: \$960 Annually. Staff has prorated the annual materials and supplies cost to 50% of the annual total based on an estimate of the percent being used to support the operation of the community garden. Prorated Materials and Supplies Cost = \$480
- Gardener Caretaker: 520 Annual Hours X \$43.30 Fully Burdened Rate = \$22,516
- Sr. Gardener: 52 Annual Hours X \$48.59 Fully Burdened Rate = \$2,526

Estimated Annual RAP Cost (Total) = \$26,215

Number of Plots = 132

Estimated Annual RAP Cost (Per Plot) = \$198

Sepulveda Garden Center

Cost Analysis:

- Utilities: \$16,423 Annually. Staff has prorated the annual utility cost to 60% of the annual total based on an estimate of the percent being used to support the operation of the community garden. Prorated Utility Cost = \$9,853
- Materials and Supplies: \$3,600 Annually. Staff has prorated the annual materials and supplies cost to 80% of the annual total based on an estimate of the percent being used to support the operation of the community garden. Prorated Materials and Supplies Cost = \$2,880
- Gardener Caretaker: 2,080 Annual Hours X \$43.30 Fully Burdened Rate = \$90,064
- Sr. Gardener: 416 Annual Hours X \$48.59 Fully Burdened Rate = \$20,213
- Special Program Assistant II: 1040 Annual Hours X \$19.44 Fully Burdened Rate = \$20,217

Estimated Annual RAP Cost (Total) = \$143,227

Number of Plots = 807

Estimated Annual RAP Cost (Per Plot) = \$177