

# APPROVED

APR 15 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-063

DATE April 15, 2021

C.D. 4

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND LA COMPOST FOR THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A COMPOST HUB PILOT PROJECT AT GRIFFITH PARK - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(8) [ADDITIONS TO UNDERGROUND WATER UTILITY DISTRIBUTION SYSTEM FACILITIES], CLASS 4(3) [NEW LANDSCAPING], CLASS 4(7) [ISSUANCE OF A LICENSE TO USE LAND INVOLVING MINOR ALTERATIONS TO THE CONDITION OF THE LAND]; CLASS 4(12) [MINOR TRENCHING AND BACKFILLING], CLASS 11(5) [SIGNS LOCATED ON CITY PROPERTY MANAGED BY A CITY DEPARTMENT WHICH HAS A SIGN POLICY ADOPTED BY ITS BOARD OF COMMISSIONERS] AND CLASS 11(6) [INSTALLATION OF ACCESSORY STRUCTURES TO AN EXISTING PUBLIC FACILITY] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15303(d), 15304 and 15311 OF CALIFORNIA CEQA GUIDELINES

AP Diaz	_____	* M. Rudnick	<u>MR</u>
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	N. Williams	_____

M. Sluce  
General Manager

Approved  Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

If Approved: Board President Aylin Paganas Board Secretary H. Williams

### RECOMMENDATIONS

1. Approve a proposed two (2) year agreement, between the Department of Recreation and Parks (RAP) and LA Compost, an LA-based 501(c)(3) non-profit organization, attached hereto as Attachment 1 (Agreement), setting forth the terms and conditions for the shared use of a portion of Griffith Park for the operation and maintenance of a compost hub pilot project (Project);
2. Determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(8) [Additions to underground water utility distribution system facilities], Class 4(3) [New landscaping], Class 4(7) [Issuance of a license to use land involving minor alterations to the condition of the land]; Class 4(12) [Minor trenching and backfilling], Class 11(5) [Signs

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located on City property managed by a City department which has a sign policy adopted by its Board of Commissioners] and Class 11(6) [Installation of accessory structures to an existing public facility] of City CEQA Guidelines and Article 19, Sections 15303(d), 15304 and 15311 of California CEQA Guidelines and authorize RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

3. Authorize the RAP's 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 an NOE;
4. Authorize RAP staff to issue a Right of Entry (ROE) permit to LA Compost for the performance of site improvements contemplated in the proposed Agreement;
5. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report; and
6. Authorize RAP's General Manager or Designee to execute the proposed Agreement substantially in the form attached to this report (Attachment 1) upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board of Recreation and Park Commissioners' (Board) intent in approving this Report and proposed Agreement;

### BACKGROUND

RAP manages and provides stewardship over Griffith Park, one of the largest municipal parks in North America. Located at 4730 Crystal Springs Drive, the over 4,511 acre park includes vast wilderness areas, native plant terrain, landscaped parkland, and numerous community amenities. The majority of Griffith Park was bequeathed by Colonel Griffith J. Griffith to the City of Los Angeles in 1896. Historically, the Tongva and Chumash indigenous peoples inhabited the lower slopes of Griffith Park. Certain areas of the park have not changed since this time, though additional attractions have been built including hiking and horseback riding trails, golf courses, sports fields, playgrounds, picnic areas and iconic educational and cultural institutions such as the Griffith Observatory and Greek Theatre.

As part of Mayor Eric Garcetti's Sustainable City pLAN, also referred to as LA's Green New Deal, RAP and other City departments are directed to pilot healthy soils projects to amplify community education campaigns on the benefits of healthy soils, biodiversity and regenerative agriculture. An important component of addressing the climate crisis, healthy soils programs can help divert food waste from landfills, support carbon sequestration, and increase storm-water capture. In response to this directive, RAP began exploring new opportunities to support healthy soils in collaboration with the Bureau of Sanitation and the Environment and with LA Compost, a non-profit, community-powered organization whose mission is to connect the people of Los Angeles

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to the soil and each other through community-scale composting infrastructure and educational programs.

To support this mission, LA Compost has built a network of active compost hubs across LA County since 2014, which provide residents and businesses with a community-scale option for turning food scraps and other organic waste into a resource for local healthy soil. These compost hubs are also educational spaces for community members to learn about the regenerative process of composting and other sustainability topics. LA Compost's community composting model and efforts to create a more ecologically-sound Los Angeles have been widely-recognized as a major step towards the creation of a more equitable zero-waste city.

After initial discussions with LA Compost regarding opportunities to develop a partnership, RAP staff began identifying potential locations in Griffith Park to serve as a healthy soils pilot project in alignment with LA's Green New Deal and other City Council directives.

### COMPOST HUB PILOT PROJECT OVERVIEW

Due to its size, centralized proximity within the City, and high volume of visitors, Griffith Park was identified as an optimal location to pilot a compost hub. After RAP staff selected a potential site within Griffith Park (Exhibit A of Attachment 1), LA Compost submitted a proposal for the development, maintenance and management of the pilot compost hub for consideration by RAP.

The proposed compost hub is intended to convert a limited amount of food waste, proposed to be collected from local farmers markets and transported to the pilot compost hub, into finished compost available for community distribution by LA Compost as well as for use by RAP maintenance in the park system as an organic soil amendment. The compost hub would also serve as an educational space where community members and park visitors can learn about the regenerative process of composting.

Under the proposed two-year pilot Agreement, LA Compost would assume responsibility for the development, operation and maintenance of the pilot compost hub and associated volunteer and educational activities. Additional LA Compost responsibilities would include food scrap acquisition, weekly pile building, monthly pile turning, and distribution of the compost to community members, organizations, and any special park needs.

The proposed site has previously functioned as an as-needed laydown area for maintenance equipment/supplies and the lower portion of the site closest to the road has been used in prior years as part of the Haunted Hayride attraction during Halloween. A sizable portion of the area closest to the road will still be available for these activities should they resume in the future.

The physical composition of the pilot compost hub is proposed to include the following primary components: active and maturing windrows and finished compost piles, water catchment basins/wildlife sanctuaries, and native habitat restoration landscape improvements. In addition

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to these components, the proposal includes a gathering space and rest area, and a small storage container for hand tools and equipment used in the maintenance of community composting sites. Environmental education signage is proposed to be presented to explain the project's design elements and processes related to composting, carbon sequestration, habitat restoration, water management, and biodiversity. Additionally, a new water line to the site is proposed to be installed by LA Compost and costs for water use will be reimbursed to RAP.

The active and maturing compost windrows are proposed to be placed along both sides of the fire lane due to the narrow dimensions of the site as well as the downward slope and the need to maintain an accessible fire lane. Compost would be cured in windrows in the open space near the end of the fire lane. The downward slope of the site necessitates water and nutrient management. The proposed vegetated wildlife sanctuaries would run along the length and both sides of the site and would assist in water and nutrient catchment. The native habitat restoration is proposed to be located at the far end of the site, adjacent to the finished compost piles, which will involve the introduction of native plants propagated and cultivated by Commonwealth Nursery (located at Griffith Park) to help restore an area that has previously experienced degradation related to some prior earthwork. It will serve as an educational opportunity for the community through engagement and partnership with Friends of Griffith Park (see Attachment 2). LA Compost also proposes to conduct community composting workshops at the pilot compost hub and offer educational site visits free of charge.

LA Compost estimates being able to produce 10 yards of finished compost per week at the pilot compost hub with the first batch being completed at month 6 of operations. The estimated annual organics diversion for this site is approximately 457 tons. The estimated air quality impact of composting these materials is 403 metric tons/month of CO<sub>2</sub>e emissions avoided, which is the equivalent or similar to taking 1,043 commuter vehicles off the road each year. As mentioned, the compost generated at this pilot compost hub would be available for use by RAP on park property. It would also be available for distribution to community organizations for local farming, beautification, and urban greening initiatives and to community members for residential use.

LA Compost team members follow best management practices which include monitoring the temperature and moisture of compost and covering and layering the compost as needed to avoid the presence of pests and odors. LA Compost uses three principle feedstock materials to craft the high-quality compost: food scraps, wood chips and horse stable bedding, all three of which are generated at Griffith Park. The composting activities of this site are therefore intended to help RAP more responsibly manage these organic materials. LA Compost anticipates wood chips and horse stable bedding to be delivered to the site every other week and once per month, respectively. Food scraps will initially be sourced from local farmers markets, however RAP is exploring the feasibility to also incorporate the diversion of food waste from nearby Griffith Park food and beverage concessions. Additionally, the area in which the project is to take place will be gated so community members will not be able to drop off food at any time.

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It should also be noted that this project is separate from, and complementary to, the Griffith Park Composting Facility, operated by the Bureau of Sanitation, which reuses green waste, bio-solids and zoo animal waste (collected from herbivores such as elephants and zebras) in order to produce compost.

### ENVIRONMENTAL IMPACT

The proposed Project consists of additions to underground water utility distribution system facilities; new landscaping; issuance of a license to use land involving minor alterations to the condition of the land; minor trenching and backfilling, installation of signs located on City property managed by a City department which has a sign policy adopted by its Board of Commissioners and installation of accessory structures to an existing public facility. As such, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(8), Class 4(3), Class 4(7), Class 4(12), Class 11(5) and Class 11(6) of City CEQA Guidelines and Article 19, Sections 15303(d), 15304 and 15311 of California CEQA Guidelines. RAP staff will file a Notice of Exemption with the Los Angeles County Clerk upon the Board's approval.

### FISCAL IMPACT

The execution of the proposed Agreement will have no adverse impact on RAP's General Fund as operations and program costs associated with LA Compost's development, management and maintenance of the pilot compost hub will be paid for by LA Compost.

### ATTACHMENTS

- 1) Proposed Agreement and Exhibits
- 2) Letter of Support from the Friends of Griffith Park

Agreement No. \_\_\_\_\_

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
LA COMPOST  
FOR THE  
DEVELOPMENT, OPERATION AND MAINTENANCE  
OF THE  
GRIFFITH PARK COMPOST HUB PILOT PROJECT**

This AGREEMENT (“AGREEMENT”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, (“COMMENCEMENT DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and LA Compost, a California 501(c)(3) non-profit organization (“LA COMPOST” or “ORGANIZATION”), for the development, operation and maintenance of a regional pilot compost hub (“PILOT COMPOST HUB”) pilot project at Griffith Park (“PILOT PROJECT”). CITY and LA COMPOST may be referred to herein individually as “PARTY” or collectively as “PARTIES.”

**WHEREAS**, CITY, through its Department of Recreation and Parks (“RAP”), owns real property commonly referred to as Griffith Park, located at 4730 Crystal Springs Drive, which contains the area proposed to be used for the PILOT COMPOST HUB, as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

**WHEREAS**, RAP owns, operates, and maintains various parks, golf courses, and numerous recreational facilities throughout the City of Los Angeles; and,

**WHEREAS**, Griffith Park at more than 4,511 acres is one of the largest municipal parks with existing urban wilderness areas, landscaped parkland and picnic areas in the United States; and,

**WHEREAS**, LA COMPOST’s mission is to connect the people of Los Angeles to the soil and each other through community-scale composting infrastructure and educational programs in collaboration with key partners and mission-aligned organizations to support the just transition of food waste into a resource; and,

**WHEREAS**, LA COMPOST has built a network of thirty-five (35) active compost hubs across LA County since 2014, which provide residents and businesses with a community-scale option for turning food scraps and other organic waste into a resource for local healthy soil and community development; and,

**WHEREAS**, the regional PILOT COMPOST HUB will be a space where food scraps from the community, such as farmers markets, are processed into finished compost, as well as an educational space where people can learn about the regenerative process of composting and other sustainability related issues; and,

**WHEREAS**, as part of the PILOT PROJECT, LA COMPOST will support Griffith Park with the management of organic materials by converting food scraps, wood chips, and horse stable bedding generated at the park into compost; and,

**WHEREAS**, a goal of the PILOT PROJECT is helping food and beverage concessions in Griffith Park to divert their food scraps to the PILOT COMPOST HUB; and,

**WHEREAS**, the conversion of Griffith Park waste products into biologically active compost can help to support restoration work at Griffith Park facilities and in green spaces across the City, creating a closed-loop cycle for organic waste materials; and,

**WHEREAS**, the compost generated at the PILOT COMPOST HUB would be available for use by RAP on park property as well as for distribution free of charge to community organizations for local farming, beautification, and urban greening initiatives, as well as to community members for residential use; and,

**WHEREAS**, this PILOT PROJECT is in line with the goals of the LA Green New Deal to move towards zero waste, and is consistent with the vision of LA COMPOST and RAP to deepen community and environmental well-being in accessible ways for Angelenos; and,

**WHEREAS**, LA COMPOST would be responsible for the development, operation, and maintenance of the PILOT COMPOST HUB, as well as any community engagement and additional programming, in coordination with RAP; and,

**WHEREAS**, CITY desires to authorize LA COMPOST to operate the PILOT COMPOST HUB for such purposes described above, pursuant to the terms and conditions of this AGREEMENT for a period of two (2) years, subject to annual performance evaluations as described further herein; and,

**WHEREAS**, CITY, through its Board of Recreation and Park Commissioners (“BOARD”), has approved this AGREEMENT at the BOARD meeting held on \_\_\_\_\_, 2021 (Board Report No. 21-~~XXX~~), allowing for the operation of the PILOT COMPOST HUB.

**NOW THEREFORE**, in consideration of the forgoing, the anticipated benefits to the public, and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. **Use of PILOT COMPOST HUB**. CITY grants to LA COMPOST by way of this AGREEMENT, exclusive use of the PILOT COMPOST HUB for the operation of a regional compost and learning hub as described in Section 5 (Permitted Uses) set forth below, which shall be performed by LA COMPOST in compliance with the terms and conditions of this AGREEMENT.

2. **Term and Termination.** The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be **two (2) years from the last date of execution of this AGREEMENT** (“COMMENCEMENT DATE”), subject to annual performance evaluations (ANNUAL PERFORMANCE REVIEWS) more fully described below in Section 3 of this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the COMMENCEMENT DATE above, and shall end upon the expiration of the TERM.
  - b. **Termination.** In addition to the CITY’s right to terminate this AGREEMENT for an uncured breach or default as set forth in Section 22 or if the ORGANIZATION ceases to operate as set forth below, CITY and ORGANIZATION may also terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination.
  - c. **Ceases to Operate.** The phrase “ceases to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LA COMPOST’s corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LA COMPOST’s purposes or function as contained in LA COMPOST’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by LA COMPOST from that described herein; or (iv) the failure of LA COMPOST to use the PILOT COMPOST HUB for any of the PERMITTED USES or any other default of the 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 PILOT COMPOST HUB, or for reasons beyond LA COMPOST’s control. Under such circumstances, LA COMPOST shall immediately cease and desist from all use of the PILOT COMPOST HUB, and this AGREEMENT shall be deemed terminated upon LA COMPOST’s receipt of such notification of immediate termination from RAP.
3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to assist in determining the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.
  - a. Continuance of CITY’s collaboration with LA COMPOST shall in part be contingent upon favorable ANNUAL PERFORMANCE REVIEWS, which shall include, but not be limited to:

- i. An evaluation of LA COMPOST's compliance with the terms and conditions of this AGREEMENT;
  - ii. Fulfillment of LA COMPOST's obligations under this AGREEMENT for the operation and maintenance of the PILOT COMPOST HUB, including the provision of programs and/or services performed under the PERMITTED USES specified herein;
  - iii. Fulfillment of all performance requirements ("PERFORMANCE REQUIREMENTS") included in Section 6 herein;
  - iv. Adequacy of LA COMPOST's funding and financial resources to operate and maintain the PILOT COMPOST HUB for the benefit of the community throughout the TERM of this AGREEMENT;
  - v. The volume of the public's use of the PILOT COMPOST HUB and participation in LA COMPOST's programs; and
  - vi. LA COMPOST's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, LA COMPOST shall submit to CITY during the period of January 15th through February 15th of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall 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; and,
  - iv. Summary of PERFORMANCE REQUIREMENTS completed during the previous calendar year (January to December).
- 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 shall be based in part on findings obtained through the performance review process, evaluation of the PERFORMANCE REPORT, and a review of LA COMPOST's compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's maintenance staff with jurisdiction over the PILOT COMPOST HUB. A sample PERFORMANCE EVALUATION form is attached hereto and incorporated herein by reference

as **Exhibit C**. Results of the performance review may also be used in determining future collaborations with LA COMPOST. CITY shall not unreasonably withhold its determination.

4. **Access to the PILOT COMPOST HUB**. LA COMPOST and any authorized third-party associated with LA COMPOST's activities at the PILOT COMPOST HUB shall abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third-party participation in the PILOT COMPOST HUB shall be supervised by LA COMPOST at all times while such party is present at the PILOT COMPOST HUB, and RAP on-site staff shall be made aware of such third-party activities.

Authorized representatives, agents, and employees of CITY will have the right to enter the PILOT COMPOST HUB for purposes of fulfilling normal duties, and performing inspections or in response to emergencies. RAP shall make a reasonable effort to provide LA COMPOST with twenty-four (24) hours prior notice. However, no such advance notice by RAP to LA COMPOST shall be required in the case of emergencies. If a governmental body with jurisdiction over the PILOT COMPOST HUB and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted at the PILOT COMPOST HUB, are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LA COMPOST's right to conduct such activities at the PILOT COMPOST HUB by providing written notice to LA COMPOST of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LA COMPOST of same.

5. **Permitted Uses**. LA COMPOST shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT.
  - a. The PILOT COMPOST HUB shall be operated as a regional compost hub with active and maturing windrows, finished compost piles, water catchment basins and wildlife sanctuaries. The PILOT COMPOST HUB will also include native habitat restoration, gathering space, rest area and storage container for hand tools and small machinery used in the maintenance of community composting sites.
  - b. The PILOT COMPOST HUB shall be utilized by LA COMPOST for community composting workshops and for active and passive environmental education opportunities which shall be provided free of charge. At minimum, 50 community members shall participate in these educational opportunities per month.
  - c. The PILOT COMPOST HUB may be used for meetings related to the operation and maintenance of a regional compost hub.

- d. The public will be allowed access for tours of the PILOT COMPOST HUB. Scheduled school tours and field trips must be approved in writing by the Superintendent of Griffith Park and must be conducted by a registered and fingerprinted employee or volunteer of LA COMPOST. LA COMPOST shall ensure that any employee and/or volunteer is appropriately evaluated pursuant to normal CITY background check procedures for RAP volunteers.
  - e. The PILOT COMPOST HUB may be used by LA COMPOST for the distribution of compost to community members and to RAP for use in Griffith Park and in other City parks. LA COMPOST may distribute finished compost to community members, use finished compost for healthy soils initiatives, or use finished compost for other related projects as may be approved by the City. LA Compost shall be liable for any and all claims and liabilities related to the generation, use and distribution of any such compost.
  - f. The PILOT COMPOST HUB area, or this AGREEMENT and/or its obligations, may not be transferred or sublet to another entity without RAP's prior written authorization.
6. **Performance Requirements and Use Restrictions**. LA COMPOST will operate and maintain the PILOT COMPOST HUB in accordance with the following:
- a. LA COMPOST shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff conducting educational programming at the PILOT COMPOST HUB, throughout the TERM of this AGREEMENT.
  - b. LA COMPOST agrees that it shall operate the PILOT COMPOST HUB only during specified days and hours listed in Section 7 of this AGREEMENT.
  - c. LA COMPOST, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the PILOT COMPOST HUB, providing all materials, supplies, equipment, and funds necessary to provide the public with such recreational opportunities to the reasonable satisfaction of RAP.
  - d. LA COMPOST's staffing of the PILOT COMPOST HUB shall comply with applicable City, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, fingerprinting, etc., whether the person is an employee or volunteer of LA COMPOST.
  - e. LA COMPOST shall punctually pay, or cause to be paid, all financial obligations incurred by LA COMPOST or RAP in connection with the

operation and maintenance of the PILOT COMPOST HUB. LA COMPOST shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LA COMPOST's use of the PILOT COMPOST HUB.

- f. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted to occur at the PILOT COMPOST HUB.
  - g. No commercial activity will be allowed on the PILOT COMPOST HUB, unless written approval is provided by RAP in advance of such activity occurring.
  - h. No products grown or cultivated on the site may be sold or be used for for-profit commercial purposes; however, the foregoing shall not limit LA COMPOST's ability to use and distribute finished compost as defined in Section 5(e) free of charge.
  - i. LA COMPOST 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.
7. **Days and Periods of Use.** The hours and days of PILOT COMPOST HUB operation are:
- Sunrise to sunset daily for the operation and maintenance of the PILOT COMPOST HUB ("PERMITTED TIMES"). Additional hours for events or additional programming related to PILOT COMPOST HUB operations or maintenance may be granted with prior written consent of the Superintendent of Griffith Park or designee.
8. **Parking.** There is no parking lot dedicated to users and visitors of the PILOT COMPOST HUB. LA COMPOST, its staff and public patrons and/or guests, whether or not involved in LA COMPOST activities at the PILOT COMPOST HUB, may park vehicles adjacent to the PILOT COMPOST HUB in existing Griffith Park parking lots. LA COMPOST may temporarily park vehicles within the inside entrance of the site for pick up and drop off of materials. Exclusive or designated parking shall not be allowed.
9. **Funding and Fundraising.** All funds, including grants, donations, or any other funds received by LA COMPOST in connection with the PILOT COMPOST HUB or this PILOT PROJECT or related to matters covered by this AGREEMENT, or generated from programs or activities conducted at the PILOT COMPOST HUB, shall be applied exclusively to the operations and maintenance of the PILOT COMPOST HUB, and shall be strictly accounted for as provided herein. Such

funds shall not be commingled with other funds of LA COMPOST that are unrelated to this AGREEMENT and/or the operation and maintenance of the PILOT COMPOST HUB. If for any reason LA COMPOST 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.

LA COMPOST may hold fundraising activities at the PILOT COMPOST HUB, but must obtain prior written approval for the date and time from the RAP contact person in Section 24 (Notices) for each fundraising event, no fewer than thirty (30) calendar days prior to the scheduled activity. LA COMPOST 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 PILOT COMPOST HUB must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PILOT COMPOST HUB, LA COMPOST 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.

10. **Maintenance and Repair of the PILOT COMPOST HUB.** 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 PILOT COMPOST HUB:

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

11. **Consideration.** The consideration for this AGREEMENT in exchange for LA COMPOST's use of the PILOT COMPOST HUB property, shall be LA COMPOST's provision of finished compost free of charge to RAP for use in Griffith Park and in other parks, and provision, free of charge, of PILOT COMPOST HUB-associated environmental education activities, including but not limited to community composting workshops and related programming benefitting park users and community members, and the development, maintenance and/or repair of the PILOT COMPOST HUB at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with RAP policies, together with the attendant benefits to the people of the City of Los Angeles.

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, the cost of utility services to the PILOT COMPOST HUB, 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 PILOT COMPOST HUB under this AGREEMENT, LA COMPOST shall meter its water consumption and reimburse RAP at a rate of \$5.48 per hundred cubic feet (HCF), which is the LADWP rate for "Schedule F – Publicly-Sponsored Irrigation" customers. Reimbursement payments shall be made to RAP on a quarterly basis.

b. **Trash, Solid Waste Disposal and Portable Toilets.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables and rental of portable toilets must be at the sole expense of LA COMPOST, with services of a non-CITY provider billed directly to LA COMPOST.

12. **Project Development.** Subject to the termination and other provisions set forth in this AGREEMENT, PARTIES agree that LA COMPOST shall be solely responsible for directly contracting with, and making all payments to, contractors (collectively "CONTRACTORS") for all design, construction and other services related to the PILOT COMPOST HUB.

a. Design and Location:

i. The PILOT COMPOST HUB shall be constructed within the designated area(s) of the Griffith Park property identified by the attached Site Plan (Exhibit A). Plans and designs for the development of the PILOT COMPOST HUB shall be submitted to the Superintendent of Griffith Park for approval at RAP's sole discretion

and shall be consistent with details set forth in Exhibit A. Site construction includes the following components:

1. Grading and trenching work to facilitate placement of active and maturing windrows to be placed along both sides of the fire lane and finished compost piles;
  2. Installation of a main water line and nutrient management system to facilitate the creation of water catchment basins/ wildlife sanctuaries along the length and both sides of the slope. This will assist in water and nutrient catchment by allowing any water flowing down the fire lane to infiltrate into the ecosystem by falling into the infiltration drain and flowing into the immediately adjacent downward water and nutrient catchment basins;
  3. Native habitat restoration at the west end of the site, adjacent to the finished compost piles which will involve the introduction of native plants propagated and cultivated by Commonwealth Nursery;
  4. Gathering space and rest area adjacent to finished compost piles;
  5. Installation of a storage container for hand tools and small machinery used in the maintenance of community composting sites
  6. Educational signage explaining design elements and processes related to themes such as habitat restoration, composting, water management, native plant guilds, etc.
  7. Additional earthwork infrastructure construction such as berms or small natural retaining walls may be necessary to support the creation of the water catchment basins and wildlife sanctuaries, and the native habitat restoration.
- ii. RAP agrees to discuss with LA COMPOST, and document in writing, any subsequently proposed modifications, additions or changes to the PILOT COMPOST HUB design or its construction, prior to any such changes being implemented or related invoice payment(s) being made to CONTRACTORS. All PILOT COMPOST HUB-related additions and/or changes shall be approved at the sole discretion of RAP and approved by the Superintendent of Griffith Park.

## b. Construction

- i. LA COMPOST shall be primarily responsible for any construction related to the PILOT COMPOST HUB which is approved by RAP, including the completion of environmental clearances and other permits as required by law. All expenses and costs for obtaining clearances and permits and filing documents as may be required for the PILOT COMPOST HUB shall be borne by LA COMPOST.

13. **Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the PILOT COMPOST HUB without prior written authorization by RAP. LA COMPOST shall provide RAP detailed information and specifications for review and written approval by the RAP Planning, Construction, and Maintenance Branch, 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 LA COMPOST.

Changes to the layout of compost piles, water catchment basins and wildlife sanctuaries and the location of the native habitat restoration, gathering space and rest area as well as changes to the vehicle access area (excluding concrete or ADA compliant work) are not alterations, improvements, or replacements within the meaning of this section, and do not require RAP review and approval. However, LA COMPOST is required to notify RAP Maintenance staff of any such non-structural change in the configuration or path(s) of travel. Any change in the number of compost piles, water catchment basins and wildlife sanctuaries from those set forth in Exhibit A shall require prior written approval by the Superintendent of Griffith Park.

14. **Insurance.** Before accessing and using the PILOT COMPOST HUB under this AGREEMENT, and periodically as required during its TERM, LA COMPOST shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. LA COMPOST or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. LA COMPOST 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 attached hereto and incorporated herein by reference.

- a. LA COMPOST shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the

required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LA COMPOST thirty (30) calendar days written notice.

- b. If any of the required insurance contains aggregate limits or applies to other operations of LA COMPOST outside of this AGREEMENT, LA COMPOST shall give CITY written notice of any incident, occurrence, claim, settlement or judgement against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LA COMPOST shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) 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, LA COMPOST will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) 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 LA COMPOST.
  - d. LA COMPOST's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT, or at its discretion, pay to procure or renew such insurance to protect CITY's interest, and LA COMPOST agrees to reimburse CITY for all money so paid for such procurement or renewal.
  - e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LA COMPOST'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, or any of its boards, officers, agents, employees, assigns and successors in interest, LA COMPOST shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including LA COMPOST's employees and agents, or (4) damage or destruction of any

property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LA COMPOST, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

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

LA COMPOST further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and LA COMPOST hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of LA COMPOST's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. LA COMPOST further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

16. **Casualty and Condemnation.** LA COMPOST shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance, and repair of any portion of the PILOT COMPOST HUB or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to LA COMPOST's use. CITY shall not be obligated to restore the PILOT COMPOST HUB damaged by casualty in whole or in part. If any portion of the PILOT COMPOST HUB is taken by condemnation, CITY shall not be obligated to provide LA COMPOST a replacement property for LA COMPOST's use.
17. **Hazardous Substances.** PARTIES agree that the PILOT COMPOST HUB shall be used in a manner consistent with its intended compost-generating and educational purposes and within the scope of use set forth above. LA COMPOST shall use the PILOT COMPOST HUB 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 at the PILOT COMPOST HUB. 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 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 LA COMPOST 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 at the PILOT COMPOST HUB.

18. **Publicity.** Should there be the need, 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 PILOT COMPOST HUB, or construction of any improvements at the PILOT COMPOST HUB, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). PARTIES agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing, or promotion of the PILOT COMPOST HUB prior to such event occurring. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or LA COMPOST shall appropriately acknowledge the contributions of both PARTIES. Further, PARTIES shall coordinate the scheduling 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 CITY or LA COMPOST, in whole or in part, with respect to the use of the PILOT COMPOST HUB shall contain any acknowledgements required under any grant agreement. LA COMPOST shall coordinate all publicity activities with the Superintendent of Griffith Park.
  
19. **Signage.** No signs or banners of any kind shall be displayed by LA COMPOST unless previously approved in writing by RAP and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at LA COMPOST's expense, of any sign previously approved by RAP and installed, or caused to be installed, by LA COMPOST.
  
20. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when available and appropriate. RAP has established a Park Film Office to coordinate and document the use of park property for film production purposes. Any commercial filming at the PILOT COMPOST HUB shall be subject to approval by RAP and the Film Office. All fees for use of the PILOT COMPOST HUB by film production companies 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. LA COMPOST shall not charge any fees for film production conducted at the PILOT COMPOST HUB.
  
21. **Taxes and Possessory Interest.** LA COMPOST shall pay all taxes of whatever character that may be levied or charged upon the rights of LA COMPOST to use the PILOT COMPOST HUB, or upon LA COMPOST's improvements, fixtures,

equipment, or other property thereon or upon LA COMPOST'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. LA COMPOST, 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 LA COMPOST**. The following occurrences constitute events of breach or default of this AGREEMENT: LA COMPOST 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 PILOT COMPOST HUB as specified herein. LA COMPOST'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 LA COMPOST – CITY's Remedies**. Upon the occurrence of one or more events of breach or default by LA COMPOST, 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 LA COMPOST, and if LA COMPOST 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 LA COMPOST, terminate this AGREEMENT without further delay, whereupon LA COMPOST shall terminate its activities at the PILOT COMPOST HUB within fourteen (14) 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, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by LA COMPOST, perform or cause to be performed any of LA COMPOST's underperformed obligations under this AGREEMENT. CITY may enter the PILOT COMPOST HUB 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 LA COMPOST 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 (except for notices regarding insurance as provided in section 14, above). Either CITY or LA COMPOST 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 or electronic mail (e-mail), 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 Section  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

Phone: (213) 202-5600

If to LA Compost: LA Compost  
c/o Michael Martinez, Executive Director  
221 W. Ave 45  
Los Angeles, CA 90065  
Michael@lacompost.org

Phone: (323) 205-6115

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 LA COMPOST or agency relationship. LA COMPOST shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LA COMPOST 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 LA COMPOST 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. **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 sublease, transfer or assignment of rights agreement

affecting the PILOT COMPOST HUB shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date LA COMPOST proposes to implement any sublease, transfer, or assignment of rights agreement. No such agreement shall take effect unless approved by CITY. LA COMPOST shall require all subcontractors, individuals and entities providing programs or services within the PILOT COMPOST HUB to agree in writing to abide by all conditions set forth in this AGREEMENT.

29. **Safe Practices**. LA COMPOST shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PILOT COMPOST HUB. In the event of death or serious injury (requiring an emergency room hospital visit), LA COMPOST must notify the Partnership Section as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring at the PILOT COMPOST HUB shall be provided to the Partnership Section within seventy-two (72) hours. LA COMPOST shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

30. **Ordinances and Standard Provisions**. The “Standard Provisions for City Contracts (Rev. 10/17 v.3)” 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. 10/17 v.3)” and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, LA COMPOST will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

31. **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: Site Map

Exhibit B: Sample Performance Evaluation Form

Exhibit C: Insurance Requirements

Exhibit D: Standard Provisions for City Contracts (Rev. 10/17 v.3)

**[SIGNATURE PAGE FOLLOWS]**

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

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

LA COMPOST, a 501(c)(3) California non-profit organization

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_

MICHAEL N. FEUER,  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

Exhibit A

Site map and overlay of PILOT COMPOST HUB and habitat restoration components to be operated by LA COMPOST at Griffith Park.

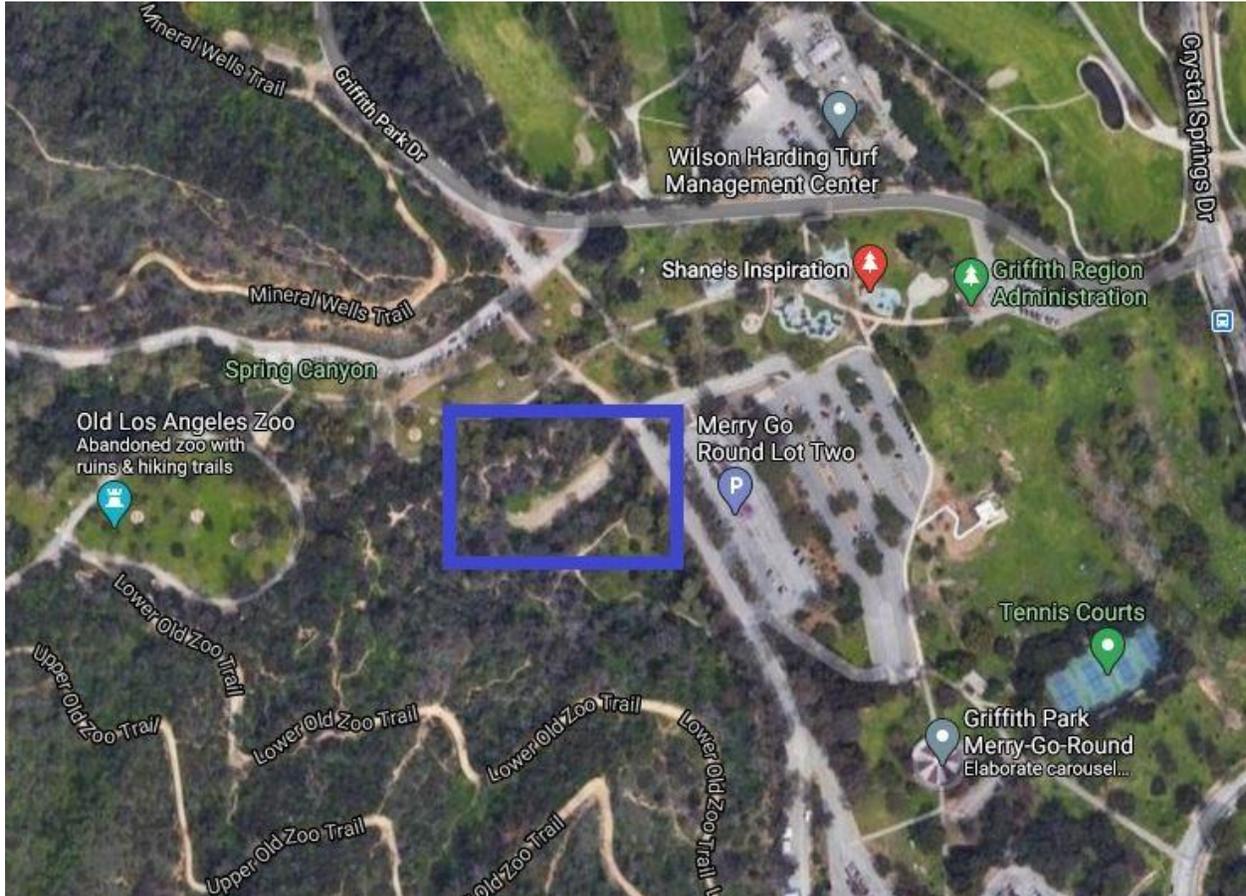




Exhibit C  
Sample Performance Evaluation Form  
(form subject to change)



**City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION**

**COMPLIANCE CHECK FOR PERFORMANCE REVIEW**

<b>PARTNER ORGANIZATION</b>
<b>PROJECT/PROGRAM</b>
<b>DEPARTMENT FACILITY(</b>
<b>ORGANIZATION TYPE</b> <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
<b>AGREEMENT TYPE</b> <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
<b>PERIOD COVERED</b>

Payments made timely and accurately	
Provides required written reports including Annual Report	
Annual report data about the program is consistent with agreement terms including costs charged to participants	
Partner's annual budget is provided; sufficient funding is in place	
Partner is in good legal standing: check Sec of State website and (if applicable) 501(c)(3) status (attach printouts)	
Responsive in communications	
Performed and provided annual surveys of participants or about program	
Provided demographic information and analysis	
Marketing material provided; includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo	
Partner web site links to the Department web site	
No unapproved marketing or public relations	
Insurance as determined by City Risk Manager is current: check website (attach printouts)	
Compliance with the other terms of the agreement	
Compliance Resolutions completed satisfactorily (if any)	
Public Complaints resolved (if any)	

New February 2012



**COMPLIANCE CHECK  
PERFORMANCE REVIEW - PAGE 2**

<b>ORGANIZATION</b>
<b>TITLE</b>
<b>PERIOD COVERED</b>

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

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**

<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>

<b>ATTACHMENTS</b>	
<input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Insurance <input type="checkbox"/> Annual Report <input type="checkbox"/> Budget <input type="checkbox"/> Payment Summary	
<input type="checkbox"/> Legal/Insurance Status Printouts <input type="checkbox"/> Other _____	

## Exhibit D Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Clear Form

### Required Insurance and Minimum Limits

Name: LA Compost Date: 12/7/2020

Agreement/Reference: LOA - Compost Huband Native Habitat Restoration Pilot Project

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"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	
WC <u>Statutory</u> EL <u>1,000,000</u>	
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an Additional Insured Party</u>	<u>1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input type="checkbox"/> Fire Legal Liability _____ <input checked="" type="checkbox"/> \$5,000,000 in Umbrella Liability	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	
Discovery Period _____	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____	
<input checked="" type="checkbox"/> <b>Pollution Liability</b>	<u>1,000,000</u>
<input type="checkbox"/> _____	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	
<input type="checkbox"/> <b>Crime Insurance</b>	
Other: <u>Provided to: Priya Macwan @ RAP: Ph: (213) 847-5215</u> <u>If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a></u> <u>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.</u>	

Exhibit E  
Standard Provisions for City Contracts

(To be attached)



## **Griffith Park Advisory Board**

*“Citizen Stewards of L.A.’s Premiere Urban Wilderness and Park”*

Department of Recreation and Parks, City of Los Angeles

October 6, 2020

City of Los Angeles Board of Recreation and Parks Commissioners  
Matthew Rudnick, LA Dept. of Recreation and Parks  
CC: Mike Shull  
CC: Stephanie Smith

Re: Support for LA Compost Community Partnership Proposal

Greetings,

The Griffith Park Advisory Board supports the LA Compost Community Partnership Proposal for a regional compost hub and native habitat restoration project inside Griffith Park, as presented by LA Compost during our meeting on September 24<sup>th</sup>, 2020. A majority of our board feels the project aligns well with our mission of stewardship of the park’s urban wilderness, the active and positive participation with regular park visitors, and outreach to members of the LA community.

Sincerely,

Ron Deutsch  
Chair – Griffith Park Advisory Board

Laura Howe  
Vice Chair

**BOARD MEMBERS:**

*Chip Clements, Michelle Cramers, Gene Gilbert, Jason Greenwald, Mike Hain,  
Laura Howe, Sheila Irani, Bryan Mercke, Carlos Montoya, Lucinda Phillips*