

APPROVED

11-16-2016

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS

NO. 16-227

DATE: November 16, 2016

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HOWARD FINN PARK COMMUNITY GARDEN – AGREEMENT WITH LOS ANGELES CONSERVATION CORPS, INC. FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (14) OF THE CITY CEQA GUIDELINES

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



General Manager

Approved

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed three-year Agreement (Agreement), herein included as Attachment 1, between the City of Los Angeles and Los Angeles Conservation Corps, Inc., a California non-profit corporation, setting forth the terms and conditions for the operation and maintenance of Howard Finn Park Community Garden, subject to the approval of the Mayor, and of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Agreement to the Mayor in accordance with Executive Directive No.3, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;
4. Direct the Department of Recreation and Parks' (RAP) Chief Accounting Employee to create a subaccount in Fund 302 Department 89 for the deposit of fees and other cost recovery reimbursements received from LACC, in accordance with RAP Policies;
5. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines (existing park facility involving negligible or no expansion of use); and,
6. Authorize the General Manager or Designee to make any necessary technical changes consistent with the Board's intent in approving the proposed Supplemental Agreement.

BOARD REPORT

PG. 2 NO. 16-227

SUMMARY

Los Angeles Conservation Corps, Inc. (LACC), a California non-profit corporation, has operated and maintained Howard Finn Park Community Garden (Garden) since June 27, 2016, under Right-of-Entry Permit No. PD-ROE-076. Howard Finn Park Community Garden is located at 7747 Foothill Boulevard, Sunland, CA 91042. The Garden sits on 0.3 acres and contains 50 plots and an orchard.

LACC was founded in 1986 and employs more than 26,000 young people annually in a variety of conservation and service projects. LACC's mission is to provide at risk youth, adults and school-aged youth opportunities for success through job skills training, education, and work experience with an emphasis on conservation and service projects that benefit Los Angeles communities. The list of LACC's Board of Directors is included herein as Attachment 2.

With the support of the Office of then-Councilmember Felipe Fuentes, Seventh Council District, LACC approached RAP in May 2016 regarding operating and maintaining the Garden at Howard Finn Park.

LACC currently has an agreement with RAP to operate and maintain a community garden at another location, commonly referred to as the LACC Urban Farm and Conservation Corps Site, located across from Boyle Heights Sports Center. The LACC has received positive yearly evaluations from RAP staff for this site through the RAP Partnership Policy annual evaluation process.

RAP Staff and LACC have mutually agreed to the terms and conditions of the proposed Agreement for the operation and maintenance of the Garden. As part of the proposed Agreement, LACC will be responsible, at its sole cost and expense, for all utility, maintenance, and repair costs related to the operation of the Garden.

ENVIRONMENTAL IMPACT STATEMENT:

RAP Staff has determined that the project is for the operation of recreational programming at an existing park facility involving negligible or no expansion of use and, therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

The proposed Agreement will have no adverse impact on RAP's General Fund as all costs of Garden operations and maintenance, including utilities, will be paid for by LACC.

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

LIST OF ATTACHMENTS

- 1) Proposed Agreement
- 2) List of LACC's Board of Directors

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES CONSERVATION CORPS
FOR THE
OPERATION AND MAINTENANCE OF
HOWARD FINN PARK COMMUNITY GARDEN**

This AGREEMENT ("AGREEMENT") is entered into as of _____, 20____, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Los Angeles Conservation Corps., a California 501(c)(3) non-profit corporation ("LACC"), for the operation and maintenance of the Howard Finn Park Community Garden ("GARDEN"). CITY and LACC may be referred to herein individually at "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns real property commonly known as Howard Finn Park ("PARK"), located at 7747 Foothill Boulevard, Sunland, CA 91042, which among other amenities also contains the GARDEN, as depicted on the site plan ("SITE PLAN") attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, LACC's mission is to provide at risk young adults and school-aged youth opportunities for success through job skills training, education and work experience with an emphasis on conservation and service projects that benefit the community; and,

WHEREAS, at the request, and with the support, of the Office of then-Councilmember Felipe Fuentes, Seventh Council District, LACC began operating and maintaining the GARDEN in July 2016, under Right-of-Entry Permit No. PD-ROE-076; and,

WHEREAS, LACC wishes to continue to operate and maintain the GARDEN for the recreational enjoyment and benefit of the Sunland-Tujunga community; and,

WHEREAS, CITY, through the Board of Recreation and Park Commissioners ("BOARD"), agreed to accept LACC's offer of continued operations and maintenance of the GARDEN, at the BOARD's meeting of _____ (Board Report No. _____).

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

1. **Use of GARDEN.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LACC this AGREEMENT authorizing use of the GARDEN for the operation of a community garden, as described in the Permitted Uses section set forth below, which shall be performed by LACC in compliance with the terms and conditions of this AGREEMENT, and at the sole cost and expense of LACC.

2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be a maximum of three (3) years, subject to annual performance evaluations (“ANNUAL PERFORMANCE REVIEW”) more fully described below:
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date set forth above, pursuant to the date of execution (“COMMENCEMENT DATE”), and shall end upon the expiration of the TERM, or the earlier of (i) a written termination notice from CITY or LACC, effective after sixty (60) calendar days from the date of issuance, due to either an unfavorable ANNUAL PERFORMANCE REVIEW or termination for cause during the TERM; or, (ii) the date that LACC ceases to operate the GARDEN; or, (iii) LACC implements the general termination provision described herein.

 - b. **Termination.** In addition to termination for an uncured breach or default, or if LACC ceases to operate under this AGREEMENT, either CITY or LACC may terminate this AGREEMENT by giving the other sixty (60) calendar days advance written notice. CITY reserves the right to terminate this AGREEMENT at its sole discretion for convenience, emergency, or necessity. If CITY should elect to terminate this AGREEMENT, LACC agrees to immediately cease all operations and other activity, and to peacefully surrender the GARDEN to CITY.

 - c. **Cease to Operate.** The phrase “cease to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LACC’s corporate charter or grant of non-profit status, if such exists, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LACC’s purposes or function as contained in LACC’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by LACC, as described herein; or (iv) the failure of LACC to use the GARDEN for any of the PERMITTED USES, or fails to comply with the agreed upon performance requirements (“PERFORMANCE REQUIREMENTS”), 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 GARDEN, or for reason beyond LACC’s control.

3. **Annual Performance Reviews.** PARTIES mutually agree to a series of Annual Performance Reviews (“ANNUAL PERFORMANCE REVIEWS”), which shall be

conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with LACC shall in part, be contingent upon favorable ANNUAL PERFORMANCE REVIEWS, which shall include, but not be limited to:
 - (i) An evaluation of LACC's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of LACC's obligations for the operation and maintenance of the GARDEN under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein;
 - (iii) Fulfillment of all PERFORMANCE REQUIREMENTS included in Section 6 herein;
 - (iv) Adequacy of LACC's funding and resources to operate and maintain the GARDEN in accordance with this AGREEMENT;
 - (v) The volume of the public's use of the GARDEN and participation in LACC's programs; and
 - (vi) LACC's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, LACC 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
- 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 solely on findings obtained through the performance review process, evaluation of the PERFORMANCE REPORT, and a review of LACC's compliance with the terms and conditions of this AGREEMENT, including interviews with RAP operations and maintenance staff at the PARK, if any are on-site. A sample PERFORMANCE EVALUATION form is attached hereto and incorporated herein

by reference as Exhibit B. Results of the performance review may also be used in determining future collaborations with LACC. CITY shall not unreasonably withhold its determination.

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

5. **Permitted Uses.** GARDEN shall be operated as a community garden with fifty (50) individual garden plots assigned by LACC in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants. LACC shall operate the GARDEN in accordance with RAP's Community Operated Open Space Policy, attached hereto and incorporated herein by reference as Exhibit C, as set forth at length and with guidelines set forth below.
 - a. The GARDEN may be used for meetings related to the operation and maintenance of a community garden.
 - b. The public will be allowed access for public programs, tours of the garden and special events. Scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer of LACC. LACC shall ensure that any employee and/or volunteer, is appropriately evaluated pursuant to normal CITY background check procedures for RAP volunteers.
 - c. No commercial activity will be allowed on the GARDEN, unless written approval is provided by RAP in advance of such activity occurring.
 - d. No products grown or cultivated on the site may be sold or be used for for-profit commercial purposes.
 - e. The GARDEN shall not be permitted to be used for organized sports, public event space, or paid parking.
 - f. LACC 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.

6. **Performance Requirements.** LACC must operate and maintain the GARDEN in accordance with the following:

- a. LACC shall perform operations and maintenance efficiently and economically, at LACC's sole cost and expense.
 - b. LACC agrees that it shall operate the GARDEN only during specified days and hours listed in Section 7 of this AGREEMENT.
 - c. LACC, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the GARDEN, providing all materials, supplies, equipment, and funds necessary to provide the public with such recreational opportunities to the reasonable satisfaction of RAP. LACC may collect participant fees as described in Section 9 (Funding and Fundraising).
 - d. LACC's staffing of the GARDEN shall comply with applicable City, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc., whether the person is an employee or volunteer of LACC.
 - e. LACC shall punctually pay or cause to be paid, all financial obligations incurred by LACC or RAP in connection with the operation and maintenance of the GARDEN, including the payment of cost recovery reimbursement fees to RAP, as applicable. LACC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACC's use of the GARDEN.
 - f. LACC shall establish and promulgate written rules for gardeners at the GARDEN, in accordance with the sample rules attached as Exhibit D and incorporated herein as set forth at length.
 - g. **Alcoholic Beverages.** The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted to occur at the GARDEN or PARK
7. **Days and Periods of Use.** In accordance with normal PARK operating hours, the hours and days of LACC and public access to the GARDEN are:
- Sunrise to sunset daily for the operation and maintenance of the GARDEN ("PERMITTED TIMES"). Any extended times or hours for specified events or programs related to community garden operations or maintenance may be granted with prior written consent of RAP.
8. **Parking.** During the TERM of this AGREEMENT and during Permitted Uses specified above in Section 5 of this AGREEMENT, LACC its staff, and public patrons and/or guests, whether or not involved in LACC activities at the GARDEN, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. Exclusive or designated

parking shall not be allowed. Off-site street parking is allowed, subject to the Department of Transportation regulations.

9. **Funding and Fundraising.** All funds, including grants, donations, or any other funds received by LACC in connection with the GARDEN or related to matters covered by this AGREEMENT, or generated from programs or activities conducted at the GARDEN or PARK, shall be applied exclusively to the operations and maintenance of the GARDEN, and shall be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of LACC that are unrelated to this AGREEMENT and/or the operation and maintenance of the GARDEN. If for any reason LACC 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. LACC may charge gardening participant fees for programs, services, and/or activities offered by LACC at the GARDEN, including a monthly fee for use of a garden plot, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. LACC may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

LACC may hold fundraising activities at the GARDEN, 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. LACC 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 GARDEN or PARK must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the GARDEN or PARK, LACC shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 6.g. of this AGREEMENT.

10. **Maintenance and Repair of the GARDEN.** 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 GARDEN:
- a. Pursuant to the mutual agreement of PARTIES, LACC shall operate and maintain the GARDEN efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and/or repair of the GARDEN, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.

- b. LACC, at its sole cost and expense, shall perform or cause to be performed all necessary maintenance and repair of improvements to the GARDEN, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LACC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the maintenance and repair of the GARDEN. LACC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACC's use of the GARDEN property.

11. Consideration. The consideration for this AGREEMENT in exchange for LACC's use of the GARDEN property, shall be LACC's provision of gardening-associated recreational activities, including but not limited to programming and services to the community, and the maintenance and/or repair of the GARDEN 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. Additionally, LACC's use of the GARDEN shall be subject to certain cost recovery reimbursement fees described below. Such fees are subject to change with prior written notice from RAP to LACC.

- b. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit and other collaborating entities, approved by the Board on October 2, 2002 (Report No. 02-349), the cost of utility services to the GARDEN, 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 GARDEN under this AGREEMENT, where LACC does not pay directly to the utility service provider, CITY shall invoice LACC semi-annually in the manner stated in this section for actual utility use, based on readings from a water sub-meter or other sub-meters installed at the GARDEN. Payment for each six (6) month billing period (January-June and July-December) will be made by LACC in a lump sum payment within 21 calendar days of receipt of an invoice from RAP.
- c. **Trash and Solid Waste Disposal.** Pursuant to the 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 must be at the sole expense of LACC, with services of a non-CITY provider billed directly to LACC when feasible; or recovered by RAP through LACC's payment of Cost Recovery Reimbursement Fees if not. The annual reimbursement for trash and solid waste disposal is \$732.00, or \$61.00 if paid monthly.
- d. The payments specified above must be made by check, money order, or cashier check, made payable to "City of Los Angeles, Department of Recreation and

Parks” and mailed or delivered to the RAP Partnership Division at the address listed in Section 25 of this AGREEMENT.

- 12. Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the GARDEN without prior written authorization by RAP. LACC 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 LACC.

Changes to garden plot layout and configuration, and changes to garden paths (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, LACC 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 garden plots shall require approval by CITY.

- 13. Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the GARDEN, LACC shall adhere to the following guidelines and instructions for submitting a proposed project for RAP consideration:
- a. Submit a project proposal for RAP review and presentation for conceptual approval by the Board of Recreation and Park Commissioners (BOARD), if necessary. The proposal should include but not limited to, project objectives, conceptual drawings, a written description of the project’s scope of work, general project details and requirements, and estimated preliminary budget.
 - b. Should the project be conceptually approved by the BOARD, LACC will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit (if appropriate), or the CITY’s authority and/or this AGREEMENT.
 - c. Depending on the scope of work and magnitude of the proposed project, LACC may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the “City of Los Angeles Department of Recreation and Parks” and shall have been paid in full prior to the conceptual approval of the proposed project.
 - d. If necessary depending on the scope of work and magnitude of the proposed project, and pursuant to the recommendation of the City Attorney, a development

agreement may be required to set forth the terms and conditions under which the proposed project may be implemented.

- e. When prepared, LACC shall submit 50% and 90% complete design drawings for RAP review and approval. Upon approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
 - f. If deemed necessary, PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
 - g. LACC shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).
 - h. Contingent upon the scope and magnitude of the proposed project, a community review process may also be required. LACC and City shall discuss and coordinate the community process once deemed necessary.
 - i. LACC shall submit approved plans and specifications for final approval to:

Superintendent, Planning, Construction and Maintenance Branch
City of Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012
 - j. Upon receipt of final approval, commence construction in coordination with CITY staff.
14. **Insurance.** Before occupying the GARDEN under the authority of this AGREEMENT, and periodically as required during its TERM, LACC shall furnish CITY with evidence of insurance from firms reasonably acceptable to the City Administrative Officer's Risk Management Office, and approved to do such business in the State of California. LACC or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverage(s), as applicable. Pursuant to the terms and conditions of this AGREEMENT, it is the responsibility of LACC to ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the City of Los Angeles Risk Manager, and shall include the types and minimum limits set forth in Insurance Requirements (Form 146 – Rev. 03/09) attached hereto and incorporated herein by reference as Exhibit E.

- a. LACC shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect, by giving LACC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LACC.
- b. If any of the required insurance contains aggregate limits or applies to other operations of LACC outside of this AGREEMENT, LACC shall give CITY written notice within thirty (30) calendar days of LACC's knowledge of any incident, occurrence, claim, settlement or judgment against such insurance that in LACC's best judgment may diminish the protection such insurance affords CITY. LACC shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- e. 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, LACC will provide CITY at least thirty (30) calendar days prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows below, or to such address as CITY may specify by written notice to LACC:

City Administrative Officer, Risk Management
200 North Main Street, Room 1240, City Hall East
Los Angeles, California 90012

- f. LACC's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; LACC agrees to reimburse CITY for all money so paid.
 - g. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LACC'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, LACC undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including LACC's employees and agents, arising in any manner by

reason of or incident to the performance of work under this AGREEMENT on the part of LACC and/or any third party.

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

16. **Casualty and Condemnation.** LACC shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the GARDEN or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to LACC's use. CITY shall not be obligated to restore the GARDEN damaged by casualty in whole or in part. If any portion of the GARDEN or PARK is taken by condemnation, CITY shall not be obligated to provide LACC a replacement property for LACC's use.
17. **Hazardous Substances.** PARTIES agree that the GARDEN shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LACC shall use the GARDEN 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 GARDEN. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LACC 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 GARDEN or PARK.
18. **Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the GARDEN, or construction of any improvements at the GARDEN or PARK, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing, or promotion of the GARDEN prior to such event occurring. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or LACC, shall appropriately acknowledge the contributions of both PARTIES. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the

use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and LACC of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LACC, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

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

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

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

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

20. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the GARDEN shall be subject to approval by RAP and the Film Office. LACC shall take all reasonable steps to cooperate with and to facilitate all RAP- and Film Office-approved filming in or at the GARDEN. All fees for use of park property by film production companies, including the GARDEN, shall be established and collected by the Film Office in accordance with City and RAP policies. LACC is not entitled to any fees collected for filming in or at the GARDEN. The Park Film Office may be reached at (323) 644-6220.

21. **Taxes and Possessory Interest.** LACC shall pay all taxes of whatever character that may be levied or charged upon the rights of LACC to use the GARDEN, or upon LACC’S improvements, fixtures, equipment, or other property thereon or upon LACC’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. LACC, 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 LACC.** The following occurrences constitute events of breach or default of this AGREEMENT: LACC 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 GARDEN as specified herein. LACC'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 LACC – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by LACC, 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 LACC, and if LACC 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 LACC, terminate this AGREEMENT without further delay, whereupon LACC shall vacate the GARDEN within sixty (60) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
 - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by LACC, perform or cause to be performed any of LACC's unperformed obligations under this AGREEMENT. CITY may enter the GARDEN 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 LACC 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 LACC may designate a different address for any Notice by written statement to the other in accordance with the provisions of this section. A Notice shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

City of Los Angeles Department of Recreation and Parks

Partnership Division
3900 Chevy Chase Drive, Mail Stop 628-9
Los Angeles, California 90039
Tel.: (818) 243-6488; fax: (818) 243-6447

If to LACC:

Los Angeles Conservation Corps
c/o Wendy Butts, Chief Executive Officer
P.O. Box 15868
Los Angeles, California 90015
Tel: (310) 942-9676

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

shall have the right to engage subcontractors to provide services to the GARDEN without prior approval by CITY. LACC shall require all subcontractors, individuals and entities providing programs or services within the GARDEN to agree in writing to abide by all conditions set forth in this AGREEMENT.

30. **Safety Practices**. LACC shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the GARDEN. In the event of death or serious injury (requiring an emergency room hospital visit), LACC must notify the Partnership Division as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring at the GARDEN shall be provided to the Partnership Division within seventy-two (72) hours. LACC shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.

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 for Howard Finn Park and Community Garden
- Exhibit B: Performance Evaluation Form
- Exhibit C: Community Operated Open Space Policy
- Exhibit D: Howard Finn Park Community Garden Rules and Agreement
- Exhibit E: Insurance Requirements
- Exhibit F: Standard Provisions for City Contracts (Rev. 3/09)

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit F; 4) Exhibit E; 5) Exhibit C; 6) Exhibit D; and 7) Exhibit B.

[Signature Page to Follow]

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

CITY:

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

LACC:

LOS ANGELES CONSERVATION
CORPS., a California 501(c)(3)
non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A
Site Maps for Howard Finn Park and Community Garden

Howard Finn Park 7747 Foothill Boulevard, Sunland, CA 91042



The area authorized for the operation and maintenance of Howard Finn Community Garden is outlined by the bold line on the map below.



EXHIBIT- B
Performance Evaluation Form



City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION

COMPLIANCE CHECK FOR PERFORMANCE REVIEW

PARTNER ORGANIZATION
PROJECT/PROGRAM
DEPARTMENT FACILITY(
ORGANIZATION TYPE <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other
AGREEMENT TYPE <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other
PERIOD COVERED

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**

ORGANIZATION
TITLE
PERIOD COVERED

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

ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE

ATTACHMENTS	
<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 _____

New February 2012

EXHIBIT- C

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.

Note: The RAP Community Operated Open Space Policy may also be found at:

<http://www.laparks.org/commissionerhtml/pdf2011/may04/11-121.pdf>

EXHIBIT- D
Howard Finn Park Community Garden Rules and Agreement



EXHIBIT D

**Howard Finn Park Community Garden
Rules and Agreement**

1. My use of the assigned plot is at the sole discretion of LA CORPS, and I agree to abide by all of its policies and practices as the same may be changed from time to time. If I do not abide by the policies and rules of the garden, I understand that I may lose my plot.
2. I or a member of my immediate family will attend three (3) of the five (5) clean ups during the period from August through December. Failure to do so will result in losing my parcel.
3. I or a member of my immediate family will attend three (3) of the five (5) community meetings during the period from July through December. Failure to do so will result in losing my parcel.
4. I will not smoke, drink alcoholic beverages or use the garden facilities for illegal purposes such as growing marijuana, etc.
5. I will not bring pets to the garden or abandon animals at the garden.
6. Children under 15 years old who come to the garden will be supervised by an adult.
7. A maximum of three (3) people are allowed at the plot at the same time. If I bring children under 15 years old with me, it is my responsibility to supervise them.
8. The gate security combination code for the garden is strictly for my personal use, and I agree not to share it with others.
9. Garden dues are \$35.00 per year. However, since garden beds were made available in August, the prorated fee is \$15.00 per five months, payable the Garden Rules and contract are signed. Garden dues are not refundable.
10. All tools are to be cleaned after use and kept in the locked tool shed. No tools may be taken home.
11. I will harvest only my own crops and take no crops from another gardener's plot.
12. The garden is an organic garden, and use fertilizers, insecticides or weed repellents is strictly prohibited.
13. If for any reason I have to leave the assigned plot, I will contact the LA Conservation Corps Deputy Director, Bo Savage, at P.O. Box 15868, Los Angeles, CA 90015.
14. I will maintain and cultivate the assigned plot all year. If the assigned plot is not maintained, I will be given a two-week notice to clean it up. Failure to do so will result in my plot being reassigned to someone else.
15. I will take maintain the pathways around my assigned plot.
16. I understand that I do not have the right to transfer or assign my contract/parcel to another gardener. This contract is non-transferable.
17. No commercial sale/vending is allowed at the garden.
18. I understand that the garden is a community garden and is not "owned" by anyone. I understand that the use of the assigned plot may be revoked at any time by LA CORPS and that I retain no property interest or ownership rights in the assigned plot or the community garden.

7747 Foothill Blvd., Tujunga, CA 91042
Phone: (213) 312-7486
www.lacorps.org

EXHIBIT- E Insurance Requirements

Form Gen 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Los Angeles Conservation Corps Date: 06/29/2016

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

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

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

EXHIBIT - F
Standard Provisions for City Contracts

Attachment 2

LACC Board of Directors

Mercedes Morton – President and Chair of the Board

Samantha Martinez – Vice Chair

Albert Chavez – Treasurer

Teresa Cisneros Burton – Secretary

Jimmie I. Cho

Gary Dunn

Anne Freiermuth, CPA

Risa Green

Helenann Hirsch

Ann Hollister

Bryan LeRoy

Mary Leslie

Phil Recht

John Rego

Steve Shestag

Dana S. Treister

John Van De Kamp

Julie Waxman

Dawn Wilson