

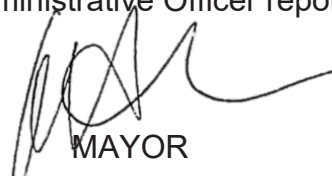
0150-11710-0000

**TRANSMITTAL**

TO The Council	DATE 03/07/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 15	

**Memorandum of Agreement Between with the Los Angeles Community Garden Council for the Operation and Maintenance of the Gaffey Street Community Garden on City Property**

Approved and transmitted for processing.  
See the City Administrative Officer report attached.



MAYOR  
(Andre Herndon for)

MWS:JPQ:10220019t

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: January 19, 2022

CAO File No. 0150-11710-0000

Council File No.

Council District: 15

To: The Council  
The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Report from the Board of Public Works dated January 29, 2021

Subject: **MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES COMMUNITY GARDEN COUNCIL FOR THE OPERATION AND MAINTENANCE OF THE GAFFEY STREET COMMUNITY GARDEN ON CITY PROPERTY**

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### RECOMMENDATION

That the Council, subject to approval of the Mayor, authorize the President or two members of the Board of Public Works to execute a Memorandum of Agreement between the City and the Los Angeles Community Garden Council for the operation and maintenance of the Gaffey Street Community Gardens located on City property for a term of 10 years.

### SUMMARY

In accordance with Executive Directive 3 (Villaraigosa series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute a Memorandum of Agreement (Agreement) with the Los Angeles Community Garden Council (LACGC) for the operation and maintenance of the Gaffey Street Community Garden (Garden) located on City property in Council District 15. The term of the Agreement is for 10 years.

The LACGC is a 501 (c)(3) non-profit organization that operates the Garden. The Garden, located at 1400 North Gaffey Street, is on City property that is owned and maintained by the Bureau. The property houses several department yards and shops including the Bureau's Harbor Collection Yard, Mulching Facility and a General Services Department repair shop. There is currently a single water meter that services the entire property and the City pays the water bill, including water used at the Garden. This property has been classified as a high water consumer since it uses over 15 million gallons of water per year.

In response to the current drought, the City implemented water saving measures and changed the irrigation lines to low pressure causing several of the plots to not receive water. As a result, several gardeners improperly connected to the main water line in order to irrigate the plots. The Bureau, in coordination with Council District 15, agreed that a separate water meter and irrigation system be



provided for use by the Gardens.

The Agreement details the roles and responsibilities of the City and LACGC as it relates to the operation and maintenance of the Garden. Under the Agreement, the City is responsible for providing a separate water meter to track water usage at the Garden. In addition, the City will install a new irrigation system as shown in Exhibit B of the Agreement. The new system will allow for better plot irrigation and eliminate activities involving the unapproved use of the main water line. The LACGC is responsible for all Garden activities and costs including equipment, supplies, and utilities. The Garden is for the residents' personal use and not for commercial use. The LACGC will submit an annual performance report to the Bureau detailing budget, expenditures, discussion of program changes or challenges, and data on program results. Any alterations, improvements, or replacements made at the Garden must be approved by the City.

In accordance with the Los Angeles Administrative Code 10.5(a), Council approval is needed since the Agreement is for a term longer than three years.

#### **FISCAL IMPACT STATEMENT**

There is no General Fund impact. Funding will be provided by the Integrated Solid Waste Management Fund.

#### **FINANCIAL POLICIES STATEMENT**

The recommendation in this report complies with the City Financial Policies, to the extent that special fund expenditures are limited to the mandates of the funding source.

*MWS:JPQ:10220019*

Attachment

BOARD OF PUBLIC WORKS  
MEMBERS

GREG GOOD  
PRESIDENT

AURA GARCIA  
VICE PRESIDENT

DR. MICHAEL R. DAVIS  
PRESIDENT PRO TEMPORE

JESSICA CALOZA  
COMMISSIONER

M. TERESA VILLEGAS  
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

July 21, 2020

BPW-2020-0436

The Honorable Mayor Garcetti  
City Hall – Room 320  
Los Angeles, CA 90012  
Attn: Heleen Ramirez

**MEMORANDUM OF UNDERSTANDING - LOS ANGELES COMMUNITY GARDEN COUNCIL-  
GAFFEY STREET COMMUNITY GARDEN**

As recommended in the accompanying report of the Directors of the Bureau of Sanitation, which this Board has adopted – as amended, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. APPROVE the attached Memorandum of Understanding (MOU) with its transmittals and authorize the President or two members of the Board of Public Works to execute and enter into the proposed MOU between the City of Los Angeles and the Los Angeles Community Garden Council for the operation and maintenance of the Gaffey Street Community Garden.

Sincerely,  


DR. FERNANDO CAMPOS,  
Executive Officer, Board of Public Works

FC:lc



AS AMENDED\*

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

BOARD REPORT NO. 1

JULY 21, 2020

CD: 15

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR

JUL 21 2020

AND REFERRED TO THE CITY COUNCIL

*Chavez*  
Executive Officer  
Board of Public Works

AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF LOS ANGELES AND LOS ANGELES COMMUNITY GARDEN COUNCIL  
FOR THE OPERATION AND MAINTENANCE OF THE GAFFEY STREET  
COMMUNITY GARDEN ON CITY PROPERTY

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### RECOMMENDATION

Approve the attached Memorandum of Understanding (MOU) with its transmittals and authorize the ~~Director and General Manager of LA Sanitation and Environment (LASAN)~~ **\*President or two members of the Board of Public Works execute and** to enter into the proposed MOU between the City of Los Angeles (City) and the Los Angeles Community Garden Council (LACGC) for the operation and maintenance of the Gaffey Street Community Garden **\*Subject to Approval by the Mayor and City Council.**

### TRANSMITTALS

1. MOU between City and LACGC.
2. Exhibit A – Gaffey Street Community Garden Plots Map.
3. Exhibit B – Gaffey Community Garden Irrigation Plans.
4. Exhibit C – Performance Review Form.
5. Exhibit D – Garden Rules for Gaffey Community Garden.
6. Exhibit E – Insurance Requirements.

### DISCUSSION

LA Sanitation and Environment (LASAN) owns the property at 1400 N. Gaffey Street, which houses the following City of Los Angeles (City) facilities: 1) LASAN Harbor Solid Resources Collection Yard, 2) LASAN Harbor Mulching Facility, 3) Department of General Services Repair Shop, 4) LASAN Livability Services Division Comprehensive Cleaning and Rapid Engagement Operation, and 5) the Community Garden. Water usage for all City facilities and the garden is metered by a sole water meter. The City currently pays for the entire water bill, including the

water consumed by the garden. High water consumption was a major issue at this facility. The parcel was using 15 million gallons of water per year and was therefore classified as a high-water consumer. In recent years, due to the severe drought, the City began to reduce water usage in the Garden by limiting the days and time for irrigation. The irrigation system was also redone, which resulted in low water pressure throughout the garden with some plots not getting water. This led to gardeners connecting to the main water line by other means that could not be identified, which led to increased water consumption again.

LASAN, in coordination with City Council District 15, determined that providing the gardeners a dedicated water meter and irrigation system would be the most beneficial solution for all parties involved. The installation of a new water meter allows the tracking of water usage by the community garden; and the associated water bill will be paid by the gardeners through a leasing fee. The new irrigation system will include: 1) the installation of a new water meter, 2) 3" main water line, 3) 1-1/4" laterals, 4) 21 sub-meters, and 5) 270 hose bibs. The installation of the 21 sub-meters will monitor the water usage of sub areas at the garden. This will discourage careless water usage, illegal tapping of the water supply, and increase accountability within the community garden.

#### **Memorandum of Understanding (MOU)**

This MOU establishes an agreement between LASAN and the Los Angeles Community Garden Council (LACGC) for LACGC to manage the community garden. The MOU establishes the scope and responsibilities for both parties. The term of this MOU is for ten years.

- LASAN agrees to pay for the installation of a new water meter that will be for sole use of the gardens
- LACGC assumes responsibility for all charges billed for water used by the gardens
- City agrees to pay for purchase of all materials and perform the installation of a 3-inch mainline, 21 submeters, and laterals and up to 270 hose bibbs.
- Term period shall be a maximum of 10 years, starting from the date stated in the agreement.
- Annual Performance Reviews will be conducted by LASAN to determine the benefit of continuing with agreement.
- Anyone given access to the gardens must abide by terms and conditions stated in this agreement.
- Restrictions as to the uses of the gardens are stated in this agreement.
- LACGC must adhere to the performance requirements stated in this agreement.
- Gardens shall be accessible for LACGC and the public from sunrise to sunset daily.
- Parking for the gardens will be handled on a first-come-first served basis, no additional parking will be made for the Gardens.
- All funds received by LACGC in connection with the Gardens shall be used for the Gardens



- LACGC shall cover all expenses in relation to maintenance and repair of properties at the Gardens, including maintenance on all water supplies and bibbs. LACGC can also reach out to LASAN for consultation.
- LACGC shall perform gardening-associated recreational activities at no cost to the City.
- Any alterations, improvements, or replacements to the Gardens cannot be made without prior written authorization by LASAN.
- LACGC shall follow the guidelines stated in this agreement when proposing a project involving alterations, improvement and replacements to the Gardens.
- LACGC shall provide the City with evidence of insurance acceptable in accordance with the City.
- LACGC agrees to indemnify the City in accordance with the guidelines provided in this agreement.
- Gardens shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set in this agreement.
- City and LACGC agree to cooperate and coordinate in respect to publicity via press or other avenues stated in this agreement.
- No signage of any kind can be displayed unless previously approved in writing by LASAN.
- Any commercial filming at the Gardens and any fees collected due to said filming shall be collected and organized in accordance with the guidelines within this agreement.
- LACGC shall pay all taxes charged upon the rights of LACGC to use the Gardens.
- Relationship of parties should follow guidelines given in this agreement.
- Ordinances and standard provisions are provided in Exhibit F and are part of this agreement.
- Any sub-agreements affecting the Gardens shall be filed with the City at least 60 days before implementation.
- LACGC shall cooperate fully with the City in regard to safety practices and investigations that come about due to violations of those practices.
- LACGC began performance of responsibilities written in this agreement prior to execution of MOU. Therefore, City ratifies agreement with LACGC for such services.
- The documents, listed as transmittals within this report, shall be incorporated into this agreement.

#### PROGRAM REVIEW COMMITTEE (PRC) APPROVAL

This MOU was approved by PRC on February 12, 2020.

#### STATEMENT AS TO FUNDS

There is no funding required for this MOU. All required work being performed by LASAN is funded by the Integrated Solid Waste Management Fund.

BUREAU OF SANITATION  
BOARD REPORT NO. 1  
JULY 21, 2020

Page 4

Respectfully submitted,



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ENRIQUE C. ZALDIVAR, P.E.  
Director and General Manager  
Bureau of Sanitation

REVIEW AND APPROVED BY:



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LISA B. MOWERY, Chief Financial Officer  
Bureau of Sanitation  
Date: 7/14/20

Prepared by:

Alejandro Morales, SRPCD  
(213) 847-2300

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
LOS ANGELES COMMUNITY GARDEN COUNCIL  
FOR THE  
OPERATION AND MAINTENANCE  
OF  
GAFFEY STREET COMMUNITY GARDEN ON CITY PROPERTY**

This AGREEMENT ("AGREEMENT") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Public Works Commissioners, and Los Angeles Community Garden Council, a California 501(c)(3) non-profit corporation ("LACGC"), for the operation and maintenance of the Gaffey Street Community Gardens (a.k.a. San Pedro All Year Gardens; a.k.a. San Pedro Gardens), located at 1400 N. Gaffey Street, San Pedro, CA 90731. CITY and LACGC may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Public Works, Bureau of Sanitation (LA Sanitation & Environment)("LASAN"), owns and controls the real property where community garden plots have been established and in operation for various lengths of time at the Gaffey Street Community Gardens ("GARDENS"), attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, multiple CITY facilities are located at the address 1400 N. Gaffey Street, San Pedro, CA 90731, including LASAN Harbor Collection Yard, LASAN Harbor Mulching Facility, and Department of General Services Repair Shop; and

WHEREAS, the GARDENS, which are located on CITY property, in close proximity to the CITY's facilities, are to be operated and maintained by LACGC; and

WHEREAS, currently, a single water meter (#96143091) delivers all water used by CITY facilities and water used by the GARDENS for irrigation; and

WHEREAS, CITY currently pays all monthly water utility charges for water meter (#96143091) located on the Gaffey Street premises; and

WHEREAS, both PARTIES will be better served if an additional water meter is installed specifically for water usage by LACGC and the GARDENS, as the installation of an additional water meter will allow separation of tracking and billing of water usage by LACGC GARDENS irrigation and CITY facilities usage;



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

**1. Installation of Additional Water Meter.** CITY agrees to pay for the installation of an additional water meter and to be installed by City of Los Angeles, Department of Water and Power. The additional water meter will be dedicated for only the water use of the GARDENS, and will capture all water consumption by the GARDENS. In consideration of the anticipated benefits to the public, CITY grants to LACGC (this AGREEMENT) the permission to use the new additional water meter for use in the irrigation of the GARDENS in compliance with the terms and conditions of this AGREEMENT.

**2. Use of Water Meter and Responsibility for Charges.** LACGC / GARDENS will have exclusive access to the additional water meter # (TBD). LACGC agrees to assume responsibility for all charges incurred and billed for water used by the GARDENS, as captured on the new water meter # (TBD). CITY will remain responsible for all charges incurred and billed for water used by CITY facilities on the Gaffey premises, as captured on the original water meter (#96143091).

**3. Installation and Upgrading of Irrigation Systems.** CITY agrees to build the 3-inch water supply mainline, 21 water sub-meters and 270 hose bibs to the GARDENS as shown on the Landscape Architectural Drawing incorporated herein by reference as Exhibit B. CITY's engineered plans will be used to construct the lateral lines or connect hoses to water the individual plots. LACGC is to eliminate the illegal gardening activities on the south side of the property where water was illegally accessed as water will not be available to these illegal garden plots after the new mainline is installed.

**4. Term and Termination.** The term period (TERM) authorized under this AGREEMENT shall be a maximum of **ten (10)** years from the date of execution of this AGREEMENT, subject to Annual Performance Reviews (APR) conducted by LASAN or it's designee, to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT, as follows;

**a. Commencement and Expiration.** This AGREEMENT shall take effect on the date set forth above, and shall end upon the expiration of the TERM of this AGREEMENT, or the earlier of (i) a written termination notice from CITY to LACGC, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable Performance Review of LACGC's performance or termination for cause during the TERM; or, (ii) the date that LACGC ceases to operate the GARDENS. If CITY should elect to terminate this AGREEMENT, LACGC agrees to immediately cease all operations and other activity and to peacefully surrender the GARDENS to CITY.



b. **Cease to Operate.** The phrase “cease to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LACGC’s corporate charter or grant of non-profit status, if such exists, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LACGC’s purposes or function as contained in LACGC’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by LACGC, as described herein; or (iv) the failure of LACGC to use the GARDENS for any of the AUTHORIZED USES (as defined in Section 5) or fails to comply with the agreed upon PERFORMANCE REQUIREMENTS (as defined in Section 6), terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the GARDENS, or for reason beyond LACGC’s control.

**5. Annual Performance Reviews.** PARTIES mutually agree to a series of Annual Performance Reviews, which shall be conducted by LASAN to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT as follows;

a. Continuance of CITY’s collaboration with LACGC shall be contingent upon favorable Annual Performance Review (APR) for the GARDENS, which shall include, but not be limited to:

(i) An evaluation of LACGC’s compliance with the terms and conditions of this AGREEMENT;

(ii) Fulfillment of LACGC’s obligations for the operation and maintenance of the GARDENS under this AGREEMENT, including the provision of programs and/or services performed under the AUTHORIZED USES specified herein;

(iii) Fulfillment of all PERFORMANCE REQUIREMENTS included herein;

(iv) Adequacy of LACGC’s funding and resources to operate and maintain the GARDENS in accordance with this AGREEMENT;

(v) The volume of the public’s use of the GARDENS and participation in LACGC’s programs; and

(vi) LACGC’s cooperation with CITY staff.

b. Every year during the TERM of this AGREEMENT, for purposes of completing the Annual Performance Review, LACGC shall submit to CITY during the period of February 1st through May 30th of each year, an Annual Performance Report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT may include, but not be limited to:

(i) Annual Budget and Report of Expenditures

(ii) Data on participants and program results

(iii) Discussion of program changes or challenges

c. LASAN 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 Report and site visits to verify compliance with the terms and conditions of this AGREEMENT. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit C. Results of the Annual Performance Review may also be used in determining future collaborations with LACGC. CITY shall not unreasonably withhold its determination.

**6. Access to Gardens.** LACGC and any authorized third party associated with LACGC's activities at the GARDENS 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 GARDENS for purposes of fulfilling normal duties or in the case of emergencies. Prior notice will be given to LACGC when feasible. If required for public safety, CITY may immediately suspend and/or terminate LACGC activities involving the GARDENS.

**7. Authorized Uses, Associated Requirements, and Restrictions.** GARDENS shall be operated as community gardens in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants, as follows;

a. GARDENS may be used for meetings related to the operation and maintenance of a community garden.

b. The public will be allowed access for public programs, tours of the garden and during special events; scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer of LACGC. LACGC shall ensure

that any employee and/or volunteer, is appropriately evaluated pursuant to normal CITY background check procedures for LASAN volunteers.

c. No commercial activity will be allowed in the GARDENS.

d. Grown and harvested fruit and vegetation are for personal consumption and may not be used for for-profit commercial purposes.

e. GARDENS shall not be permitted to be used for organized sports, public event space, or paid parking.

f. LACGC shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to LASAN prior to photographs being taken.

g. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted to occur in the GARDENS.

**8. Performance Requirements.** LACGC must operate and maintain the GARDENS in accordance with the following:

a. LACGC shall perform operations and maintenance efficiently and economically, at its sole cost and expense.

b. LACGC agrees that it shall operate the GARDENS only during the specified days and hours listed in Section 7 of this AGREEMENT.

c. LACGC, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the GARDENS, providing all materials, supplies, equipment, and funds necessary to provide the public with such recreational opportunities to the reasonable satisfaction of LASAN. LACGC may collect participant fees as described in Section 9 (Funding and Fundraising).

d. LACGC's staffing of the GARDENS shall comply with applicable City, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc, whether the person is an employee or volunteer of LACGC.

e. LACGC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the operation and maintenance of the GARDENS,



including payment to LASAN for any water or other utilities used, as applicable. LACGC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACGC's use of the GARDENS.

f. LACGC will work with involved gardeners and communities to develop and promulgate written garden rules for the GARDENS by using as a starting point or resource a Sample Garden Rules for a Community Garden, attached as Exhibit D and incorporated herein. LACGC shall submit draft Garden Rules to LASAN for review prior to being finalized.

**9. Days and Periods of Use.** Hours and days of LACGC and public access to GARDENS are:

sunrise to sunset daily for the operation and maintenance of community gardens. Any extended times or hours for specified events or programs related to a community garden may be granted with prior written consent of CITY ("PERMITTED TIMES").

**10. Parking.** During the TERM of this AGREEMENT and during Authorized Uses specified above in Section 5 of this AGREEMENT, LACGC, its staff, and public patrons and/or guests, whether or not involved in LACGC activities at the GARDENS, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the GARDENS 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.

**11. Funding and Fundraising.** All funds, including grants, donations, or any other funds received by LACGC in connection with the GARDENS or related to matters covered by this AGREEMENT, or generated from programs or activities conducted at the GARDENS, shall be applied exclusively to the operations and maintenance of the GARDENS, and will be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of LACGC unrelated to this AGREEMENT and/or the operation and maintenance of the GARDENS. If for any reason LACGC fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. LACGC may charge gardening participants appropriate fees for programs, services, and/or activities offered by LACGC at the GARDENS, 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. LACGC may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

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

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

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

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



a. **Utilities.** The cost of utility services to the GARDENS, 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 GARDENS under this AGREEMENT, LACGC will pay directly to the utility service provider for water used, upon transfer of DWP meter account to LACGC for the additional water meter.

b. **Trash and Solid Waste Disposal.** Trash disposal and removal of solid waste, green waste and recyclables will be provided by LASAN at the expense of LACGC. CITY shall bear no costs in regards to the disposal and /or removal of trash, solid waste and green waste.

**14. Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the GARDENS without prior written authorization by CITY. LACGC shall provide CITY detailed information and specifications for review and written approval by CITY, 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 CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of LACGC or plot users. Landscape Architectural plans have been provided, whereas the lateral water supply lines to specific plots will be installed by a licensed irrigation contractor, as specified in Section 3.

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

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

a. Submit a project proposal for CITY review and approval. 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 CITY, LACGC will be authorized to perform any required preliminary work or site assessments, either

through a right-of-entry permit if required, or the CITY's authority and/or this AGREEMENT.

c. Depending on the scope of work and magnitude of the proposed project, LACGC may be assessed an administrative fee to be determined by LASAN, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Public Works, LA Sanitation" and shall have been paid in full prior to CITY conceptual approval of the proposed project.

d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.

e. When prepared, LACGC shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.

f. LACGC shall obtain, at its own cost and expense, all necessary and/or required CITY, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).

g. LACGC shall submit approved plans and specifications for final approval to:

**Khalil Gharios, Division Manager**

City of Los Angeles Department of Public Works, LA Sanitation  
1149 South Broadway, Suite 500, SRPCD  
Los Angeles, CA 90015

h. Upon receipt of final approval, commence construction in coordination with CITY staff.

**16. Insurance.** Before occupying the GARDENS under this AGREEMENT and periodically as required during its TERM, LACGC shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LACGC or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverages, as applicable. LACGC will see 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 E, which is incorporated herein by reference.



a. LACGC shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LACGC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LACGC.

b. If any of the required insurance contains aggregate limits or applies to other operations of LACGC outside of this AGREEMENT, LACGC shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in LACGC's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LACGC shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LACGC will provide CITY at least thirty (30) calendar days prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LACGC.

d. LACGC's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; LACGC agrees to reimburse CITY for all money so paid.

e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LACGC's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**17. Indemnification.** Except for the active negligence or willful misconduct of CITY, LACGC undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature



whatsoever, for death or injury to any person, including LACGC's employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of LACGC and/or any third party.

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

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

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

**20. 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 GARDENS, the acquisition of any real property, or construction of any improvements at the GARDENS, 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 GARDENS. Further, any press release, public announcement, marketing materials, or

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

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

"In collaboration with the City of Los Angeles, Department of Public Works, LA Sanitation"

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

"In collaboration with the City of Los Angeles, Department of Public Works, LA Sanitation"

22. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of CITY controlled properties as film locations when appropriate. The Board of Public Works has a dedicated Citywide Filming Coordinator and Industry Liaison to coordinate use of CITY property for film production purposes. Any commercial filming at the GARDENS shall be subject to approval by LASAN and the Citywide Filming Coordinator and Industry Liaison. All fees for use of CITY property by film production companies, including GARDENS, shall be established and collected by the Citywide Filming Coordinator and Industry Liaison in accordance with CITY and LASAN policies. The Citywide Filming Coordinator and Industry Liaison may be reached at (213) 978-0258.

23. **Taxes and Possessory Interest.** LACGC shall pay all taxes of whatever character that may be levied or charged upon the rights of LACGC to use the GARDENS, or upon LACGC'S improvements, fixtures, equipment, or other property thereon or upon LACGC'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LACGC, as the party in whom the



Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

**24. Breach or Default by LACGC.** The following occurrences constitute events of breach or default of this AGREEMENT: LACGC materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the GARDENS as specified herein. LACGC's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

**25. Breach or Default by LACGC – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by LACGC, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to LACGC, and if LACGC does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to LACGC, terminate this AGREEMENT without further delay, whereupon LACGC shall vacate the GARDENS 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 LACGC, perform or cause to be performed any of LACGC's unperformed obligations under this AGREEMENT. CITY may enter the GARDENS 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.

**26. Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or LACGC is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or LACGC may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. A Notice shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

City of Los Angeles Department of Public Works, LA Sanitation  
Solid Resources Processing and Construction Division  
c/o Khalil Gharios, Division Manager  
1149 South Broadway, Suite 500  
Los Angeles, CA 90015  
Tel: (213) 485-3002

If to LACGC:

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

**27. 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.

**28. 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 LACGC or agency relationship. LACGC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LACGC represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LACGC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

**29. 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.

**30. Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 5/17)" 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. 5/17)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition,



LACGC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

31. **Approval of Sub-agreements.** Any sub-agreement affecting the GARDENS shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date LACGC proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by CITY. LACGC shall require all individuals and entities intended to provide programs or services within the GARDENS to agree in writing to abide by all conditions set forth in this AGREEMENT.

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

33. **Ratification.** At the request of CITY, and because of the need therefore, LACGC began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, CITY hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with LACGC for such services.

#### 34. **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: Gaffey Street Community Garden Plots
- Exhibit B: Landscape Architectural Drawings, Gaffey Street Community Garden
- Exhibit C: Performance Evaluation Form (**Pending**)
- Exhibit D: Garden Rules for Gaffey Community Garden
- Exhibit E: Insurance Requirements (**Pending**)
- Exhibit F: Standard Provisions for City Contracts (Rev. 5/17)

*[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, per the recommendation of Enrique Zaldivar, acting by and through its  
BOARD OF PUBLIC WORKS  
COMMISSIONERS  
By: \_\_\_\_\_  
President  
By: \_\_\_\_\_  
Secretary  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, City Attorney  
By: \_\_\_\_\_  
Deputy City Attorney  
Date: \_\_\_\_\_

**LACGC:**  
LOS ANGELES COMMUNITY GARDEN COUNCIL, a California 501(c)(3) non-profit corporation  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
By: \_\_\_\_\_

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

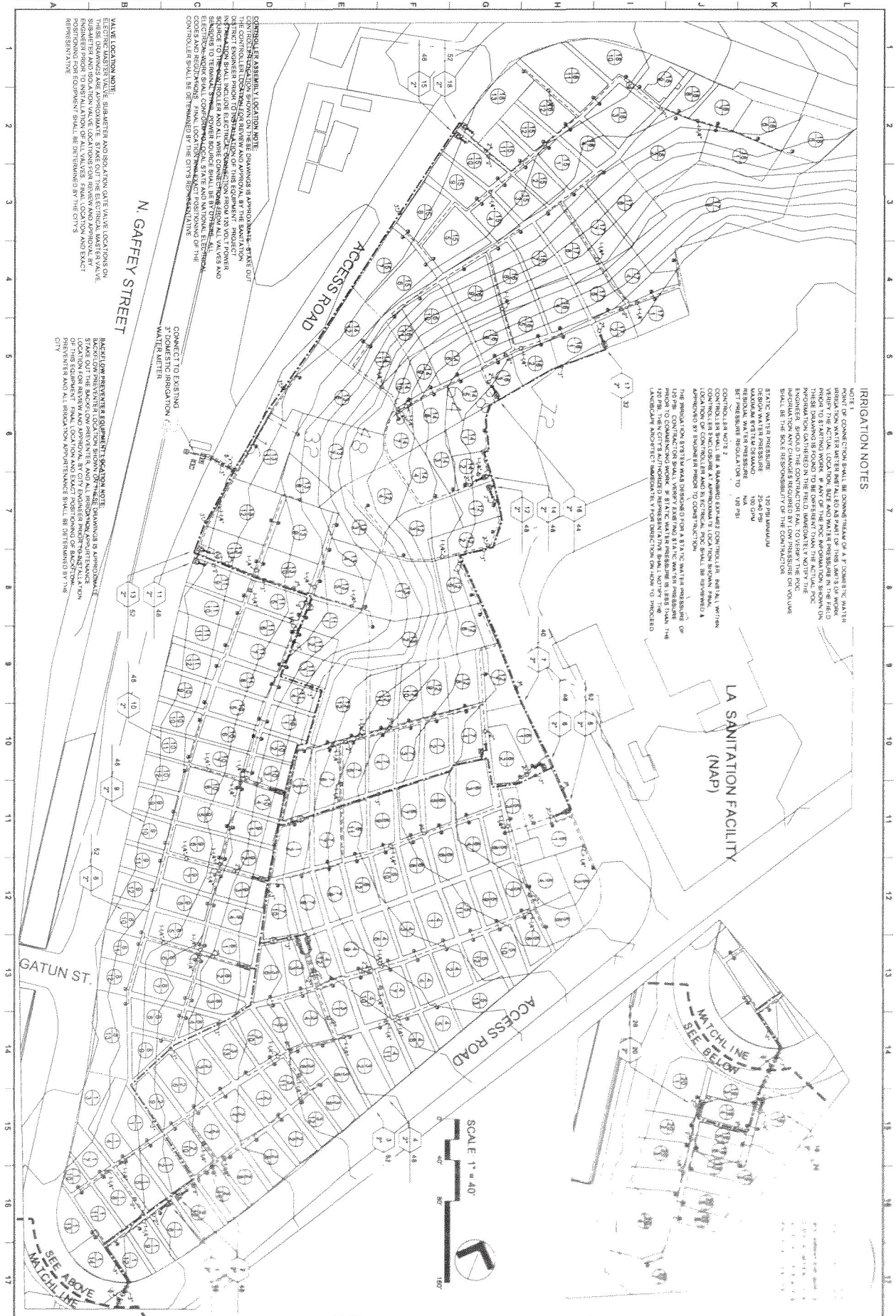




EXHIBIT A

<p>DATE: 10/10/2020</p> <p>PROJECT: 110 FREEWAY</p>	<p>CLIENT: 110 FREEWAY</p> <p>LOCATION: 110 FREEWAY</p>	<p>SCALE: 1" = 100'</p> <p>DATE: 10/10/2020</p>	<p>BY: [Signature]</p> <p>FOR: 110 FREEWAY</p>	<p>110 FREEWAY</p>
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CITY OF LOS ANGELES		DEPARTMENT OF PUBLIC WORKS		WATER DIVISION	
DRAWING NO. <b>L-2</b> SHEET 2 OF 5	VERSION CONTROL (INCIDENTAL CONTROL)	PROJECT NAME <b>IRIGATION PLAN</b>	DRAWN BY <b>LAMONT KLECKER</b>	CHECKED BY <b>LAMONT KLECKER</b>	DATE <b>1-10-2008</b>
	PROJECT <b>GAFFNEY STREET COMMUNITY GARDEN</b>	PROJECT NO. <b>1400 N. GAFFNEY STREET</b>	DRAWN BY <b>LAMONT KLECKER</b>	CHECKED BY <b>LAMONT KLECKER</b>	DATE <b>1-10-2008</b>
	PROJECT <b>GAFFNEY STREET COMMUNITY GARDEN</b>	PROJECT NO. <b>1400 N. GAFFNEY STREET</b>	DRAWN BY <b>LAMONT KLECKER</b>	CHECKED BY <b>LAMONT KLECKER</b>	DATE <b>1-10-2008</b>
	PROJECT <b>GAFFNEY STREET COMMUNITY GARDEN</b>	PROJECT NO. <b>1400 N. GAFFNEY STREET</b>	DRAWN BY <b>LAMONT KLECKER</b>	CHECKED BY <b>LAMONT KLECKER</b>	DATE <b>1-10-2008</b>



1. THE CONTRACTOR SHALL REVIEW RELATED DRAWINGS AND SHALL ENSURE COORDINATION WITH ALL APPLICABLE TRADES PRIOR TO SUBMITTING BID.

1. THE CONTRACTOR SHALL REVIEW RELATED DRAWINGS AND SHALL ENSURE COORDINATION WITH ALL AVAILABLE RECORDS.
2. NOTIFY UNDERGROUND SERVICE ALERT AT 811 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.
3. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS, AS DESCRIBED IN THE SPECIFICATIONS, AND IN ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
4. DRAWINGS ARE DIAGRAMMATIC. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENTS NECESSARY TO CONFORM TO ACTUAL FIELD CONDITIONS, ALL PIPING, VALVES, ETC. SHOWN WITHIN THE DRAWINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS, AS NECESSARY. WHERE POSSIBLE, AVOID ANY CONFLICTS BETWEEN THE SPRINKLER SYSTEM PLANTING AND ARCHITECTURAL FEATURES. PARALLEL PIPES MAY BE INSTALLED IN COMMON TRENCH. PIPES ARE NOT TO BE INSTALLED DIRECTLY ABOVE ONE ANOTHER.
5. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC., WHICH MAY BE REQUIRED. CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL WORK AND PLAN WORK ACCORDINGLY. FURNISHING SUCH FITTINGS, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE WORK SHALL BE INSTALLED IN SUCH A MANNER AS TO AVOID CONFLICTS BETWEEN IRRIGATION SYSTEMS, PLANTING, AND ARCHITECTURAL FEATURES.
6. IRRIGATION SLEEVES SHOWN FOR MAJOR STREET CROSSINGS FOR CLUTPY ONLY. ALL PIPES SLEEVES TO BE MINIMUM 2X DIAMETER OF PIPE. SLEEVING TO EXCEED MINIMUM 12 INCHES BEYOND PAVING OR AS NECESSARY TO ACCESS. CONTRACTOR SHALL INST. ALL SLEEVES BELOW ALL PAVING, HARDSCAPE, ETC. AS SHOWN AND AS DIRECTED BY ENGINEER. IN ADDITION TO THE SLEEVES AND CONDUITS SHOWN, THE CONTRACTOR SHALL PROVIDE SLEEVES FOR ALL EXISTING UTILITIES, INCLUDING THE INSTALLATION OF SLEEVES AND CONDUITS OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.
7. DO NOT WILLFULLY INSTALL THE SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT THE SYSTEM AS SHOWN DOES NOT EXIST OR THAT THE SYSTEM AS SHOWN EXISTS BUT THAT IT MAY NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSERVATIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THAT THIS NOTIFICATION IS NOT PROVIDED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
8. CONTRACTOR SHALL FLUSH ALL LINES FOR OPTIMUM PERFORMANCE IN ACCORDANCE WITH THE SPECIFICATIONS.
9. SYSTEM DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE 120 (P.S.I.) AND A MAXIMUM DEMAND 150 (G.P.M.) AS SHOWN AT THE POINT OF CONNECTION ON THE DRAWINGS. CONTRACTOR SHALL VERIFY PRESSURE AND DEMAND AT THE POINT OF CONNECTION PRIOR TO COMMENCING INSTALLATION AND REPORT TO THE CITY'S AUTHORIZED REPRESENTATIVE. IF PRESSURE OR DEMAND IS NOT WITHIN THE DESIGN PARAMETERS, THEY SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
10. EQUIPMENT SHOWN IN HARDSCAPE AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED WHENEVER POSSIBLE WITHIN PLANTED AREAS.
11. WHEREVER POSSIBLE, CONTROL WIRES SHALL OCCUPY THE SAME TRENCH AS PIPES.
12. THE CONTRACTOR SHALL HAVE ITS OWN INDEPENDENT GROUND WIRE.
13. SPLICING OF 24 VOLTS WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. CONTRACTOR TO LEAVE ALL WIRE ENDS IN VALVE BOXES. SPLICING SHALL BE ALONG WIRE RUN. TAPE WIRE BUNDLES 10" ON CENTER. NO TAPING WILL BE PERMITTED INSIDE SLEEVES.
14. WIRE CONNECTORS SHALL BE 3M-08V4 DIRECT BURY OR APPROVED EQUAL.
15. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES BY LICENSED CONTRACTORS AND EXPERIENCED WORKERS. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND FEES RELATING TO THEIR WORK.
16. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, ETC. CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UTILITIES AND CONDUITS PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THEIR WORK AT NO ADDITIONAL COST TO THE OWNER.
17. ALL EXCAVATIONS ARE TO BE FILLED WITH COMPACTED BACKFILL. REPAIR ALL SETTLED TRENCHES COMPLETELY.
18. NOTIFY ALL LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFILL PRIOR TO CONNECTION.
19. CONTRACT FLOW SENSOR TO CONTROLLER WITH 2 CONDUCTOR DIRECT BURIAL SHIELDED SENSOR CABLE (EVL-CAN-SEN) 1" INS TALL. EACH CABLE IN A SEPARATE 1" PVC SCHEDULE 40 CONDUIT WITH SWEEP-ELS.
20. THE MAINLINE SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL WATER PRESSURE. REPORT ANY DIFFERENCE TO THE CITY'S AUTHORIZED REPRESENTATIVE.

## MODEL NO. / DESCRIPTION

SYMBOL	MANUFACTURER	MODEL NO./DESCRIPTION	DETAIL
	MATCO-NORCA	LEAD FREE BRASS BENT HOSE 1/2" PIP GARDEN VALVE. INSTALL TURNWALKS MODEL 81P-J BRASS HOSE BIB VACUUM BREAKER ON EACH GARDEN VALVE.	J, BHT 1-4
	MATCO-NORCA	MODEL 51U-7 1/2" BRONZE GATE VALVE OR APPROVED. EQUAL. INSTALL WITHIN CARBON GREEN PLASTIC VALVE BOX.	N, BHT 1-4
	AS APPROVED	3" DOMESTIC WATER METER WITH 3" SERVICE LINE INSTALLED PER CITY OF LOS ANGELES. VERIFY METER SIZE, LOCATION AND WATER PRESSURE IN FIELD.	N/A
	P.O.C.	POINT OF CONNECTION DIRECTLY DOWNSTREAM OF 3" DOMESTIC WATER METER INSTALLED BY OTHERS.	N/A
	TFCBOWMATS	MODEL 1470-2 REDUCED PRESSURE ZONE BACKFLOW PREVENTER WITH WALKING MODEL SX-2 CAST BRONZE WYE STRAINER. SEE PLANS FOR ADDITIONAL INFORMATION. INSTALL WITHIN STRONG BOX MODEL BK-ACR STEEL ENCLOSURE, COLOR GREEN. VERIFY METER PER MANUFACTURER'S RECOMMENDATIONS.	A, SHIT 1-4
	TURNWALKS	MODEL 800A-Q 2" PRESSURE REDUCING VALVE. INSTALL ON BACKFLOW RISER PIPE PER DETAIL.	A, SHIT 1-4
	ORISBOWL	MODEL 2800 3" NORMALLY CLOSED BRONZE MASTER VALVE OR APPROVED. EQUAL. INSTALL MASTER VALVE INSIDE BROOKS CONCRETE RECTANGULAR VALVE BOX OR EQUAL.	B, SHIT 1-4
	DATA INSTRUMENTS/ RAINBIRD	MODEL 278P-06-4 1/2-1 1/2" PVC FLOW SENSOR. INSTALL FLOW SENSOR INSIDE BROOKS CONCRETE RECTANGULAR VALVE BOX OR EQUAL.	C, SHIT 1-4
	RAINBIRD	MODEL EXP-MET CONTROLLER. INSTALL IN VIT STRONG BOX MODEL 81B-83 STAINLESS STEEL ENCLOSURE PER PLANS. CONNECT FLOW SENSOR AND MASTER VALVE TO CONTROLLER IN SEPARATE CONDUIT WITH 1/4" WIRE.	C, SHIT 1-4
	PAGE ELECTRIC	THE CONTROLLER SHALL BE GROUNDED USING A #10000 3/8" X 8' FOOT COPPER CLAD GROUND ROD. A #18000E CAST BRONZE ROD CLAMP AND THE REQUIRED LENGTH OF BONDING BAR, SINGLE STRAND COPPER GROUND WIRE.	D, BHT 1-4
	N/A	120 VOLT ELECTRICAL POWER FOR CONTROLLER, PROVIDED BY ELECTRICIAN, VERIFY ACTUAL LOCATION IN FIELD.	N/A
	NETAFIM	MODEL 200-150-18S SUMMITER. INSTALL ONE PER GARDEN LOT GROUP AS SHOWN ON PLANS. INSTALL WITHIN CARBON GREEN PLASTIC VALVE BOX.	D, BHT 1-4
	AS APPROVED	3" CL 316 PVC PIPE, SOLVENT WELD WITH SOL 40 PVC FITTINGS, AS MANUFACTURED, 15' BELOW FINISHED GRADE. PVC PIPE TO BE INSTALLED WITH DUCTILE IRON PUSH ON FITTINGS AND MECHANICAL JOINT RESTRAINTS. INSTALL JOINT RESTRAINTS PER MARCO INSTALLATION CHART.	D, BHT 1-4
	AS APPROVED	PVC PIPE 1/2" - 1 1/4" SCH 40, SOLVENT WELD WITH SOL 40 PVC FITTINGS, AS SUB-MARK LINES INSTALLED 1' BELOW FINISHED GRADE. PVC PIPE 2" CL 316, SOLVENT WELD WITH SCH 80 PVC FITTINGS, AS SUB-MARK LINES INSTALLED 1' BELOW FINISHED GRADE.	D, BHT 1-4
	AS APPROVED	PVC PIPE SCH 40 AS BELLING. BELLINGS UNDER VERTICAL PAVING SHALL BE INSTALLED 30" BELOW FINISHED GRADE.	E, BHT 1-4
	AS APPROVED	ALL FITTINGS USED WITH SOLVENT WELD SUB-MAIN LINE PIPE SHALL BE SCH 40 PVC. WHITE IN COLOR FOR PIPE SIZES 1/2" - 2" AND SIZED TO MATCH THE LATERAL LINE PIPE. ALL FITTINGS USED WITH SOLVENT WELD SUB-MAIN LINE PIPE SHALL BE SCH 80 PVC. WHITE IN COLOR FOR PIPE SIZES 2" - 3" AND SIZED TO MATCH THE LATERAL LINE PIPE. ALL THREADED PVC NIPPLES SHALL BE SCH 80 PVC PIPE, DARK GRAY IN COLOR, WITH GALLED THREAD.	N/A
	AS APPROVED	ALL SOLVENT WELD CONNECTIONS FOR LATERAL LINE SHALL BE MADE USING THE TWO-STEP PROCESS OF PRIMER AND SOLVENT CEMENT. PRIMER SHALL BE LOW VOC "PURPLE PRIMER". LATERAL LINE SHALL BE LOW VOC "RED HOT BLUE GLUE". CEMENT USE DAUBER SIZED AT LEAST ONE-HALF THE SIZE OF THE LARGEST PIPE BEING JOINED. ALL SOLVENT CEMENTED JOINTS SHALL BE MADE PER THE PIPE AND FITTING MANUFACTURER'S RECOMMENDATIONS.	N/A
	AS APPROVED	ALL JOINT RESTRAINT FITTINGS USED ON 3" MAINLINE PIPE SHALL BE MARCO DUCTILE IRON GASKET BELL FITTINGS. USE MARCO PIPE TO FITTING RESTRAINTS ON ALL BELLED PIPE CONNECTIONS WITHIN 80 FEET UPSTREAM OR DOWNSTREAM OF A DIRECTIONAL CHANGE GREATER THAN 45°. THIS DOES NOT INCLUDE SERVICE TIERS. USE MARCO PIPE TO PIPE RESTRAINTS ON ALL BELLED CONNECTIONS WITHIN A BEEVE AND ON ALL BELLED CONNECTIONS WITHIN 80 FEET OF THE ENTRY OR EXIT OF A BEEVE.	F, BHT 1-4
	AS APPROVED	1" SCH 40 PVC GRC ELECTRICAL CONDUIT FOR FLOW SENSOR, MASTER VALVE WIRES OR CENTRAL CONTROL. COMMUNICATION CABLE, PROVIDE 1/2" O.D. POLYETHYLENE INSULATED, SOL ID COPPER CONDUCTOR IRRIGATION CONTROL WIRE #14/UF AWG DIRECT BURIAL (U/L APPROVED). PILOT WIRES SHALL BE RED ON BLACK IN COLOR. COMMON GROUND WIRE SHALL BE WHITE IN COLOR.	N/A
	AS APPROVED	1" SCH 40 PVC GRC ELECTRICAL CONDUIT FOR FLOW SENSOR, MASTER VALVE WIRES OR CENTRAL CONTROL. COMMUNICATION CABLE, PROVIDE 1/2" O.D. POLYETHYLENE INSULATED, SOL ID COPPER CONDUCTOR IRRIGATION CONTROL WIRE #14/UF AWG DIRECT BURIAL (U/L APPROVED). PILOT WIRES SHALL BE RED ON BLACK IN COLOR. COMMON GROUND WIRE SHALL BE WHITE IN COLOR.	N/A
	AS APPROVED	MODEL 1001-30 3" PVC SWING CHECK VALVE FOR 3" MAINLINE.	N/A
	AS APPROVED	MODEL 1001-30 2" PVC SWING CHECK VALVE FOR 2" SUB-MAINLINE.	N/A
	AS APPROVED	MASTER VALVE AND FLOW SENSOR VALVE BOXES SHALL BE BROOKS CONCRETE VALVE BOX MODEL 358B BODY WITH BSP COVER OR APPROVED EQUAL.	N/A
	AS APPROVED	ALL SUB-METER AND GATE VALVE BOXES SHALL BE MODEL 1419 HINGED T-COVER PLASTIC TYPE WITH OVERLAPPING LIDS. COVERS FOR BOXES SHALL BE GREEN. ALL BOXES SHALL BE SECURED WITH MANUFACTURER'S HEAD BOLT, WASHER AND CLIP. BOXES SHALL BE AS SHOWN BELOW.	K, SHIT 1-4
	AS APPROVED	MODEL PMP 300 LINE PRESSURE REGULATOR. INSTALL ON GARDEN VALVE SCH 80 PVC NIPPLE RISER.	N/A
	AS APPROVED	CARBONOLDCASTLE	B,C, SHIT 1-4
	AS APPROVED	ALL SUB-METER AND GATE VALVE BOXES SHALL BE MODEL 1419 HINGED T-COVER PLASTIC TYPE WITH OVERLAPPING LIDS. COVERS FOR BOXES SHALL BE GREEN. ALL BOXES SHALL BE SECURED WITH MANUFACTURER'S HEAD BOLT, WASHER AND CLIP. BOXES SHALL BE AS SHOWN BELOW.	H, SHIT 1-4
	AS APPROVED	MODEL PMP 300 LINE PRESSURE REGULATOR. INSTALL ON GARDEN VALVE SCH 80 PVC NIPPLE RISER.	J, SHIT 1-4

CARDEN LOT ..... ESTIMATED QPM













**environment**  
**LA SANITATION**  
CITY OF LOS ANGELES  
**Solid Resources Processing &  
Construction Division (SRPCD)**

## PERFORMANCE REVIEW

Page 1 of 3

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standards	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Based on inspection or oral/written feedback, participants are enjoying/engaged in program					
Participation appears to include a reasonable proportion from the local community.					
Staff and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of experience managing community gardens					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standards	Outstanding
<b>FINANCIAL</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is consistent with agreement (list fees/rates)					
Organization's annual budget of the program is provided and is sufficiently funded for commitment (attach)					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standards	Outstanding
<b>SAFETY COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Current liability insurance that includes the City of Los Angeles, Department of Public Works, Sanitation as determined by City Risk Manager (attach printouts)					
Adequate staff to provide proper supervision and safety (list ratio of staff to participants)					
All garden users adhere to Department safety specifications and requirements					
Maintains areas in a clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standards	Outstanding
<b>ORGANIZATION COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains good communication and a professional relationship with the Department					
Provides required written reports including Annual Report (attach)	Date Due:				
	Date Received:				
Annual report data about the program is consistent with agreement terms including fees charged to participants					
Compliance with all terms of the agreement					
Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501 (c)(3) status(attach printouts)					
Public Complaints resolved (attach, if any)					
Compliance Resolutions completed satisfactorily (attach, if any)					
List (if any) any small scale improvements planned, in progress, or completed. Were the improvements approved by the Dept? (if applicable, list date and name of approver)					

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

OVERALL EVALUATION	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standards	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
NAME AND TITLE OF REVIEWER	
SIGNATURE OF REVIEWER	DATE

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

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

**EXHIBIT D**Garden Rules for Gaffey Community Garden

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

**Garden Hours, Maintenance, and Tools**

1. Gardeners may access the garden from sunrise to sundown daily, year-round. Gardeners are responsible for locking the gate behind them. Keys and combinations are strictly for personal use and must not be shared with others.
2. Gardeners must plant their plot within **14** days of the plot being assigned. They must garden year-round.
3. If gardeners are unable to tend the plot due to illness or traveling, they must arrange for someone else to tend the plot and notify the Garden Leadership Team.
4. Gardeners must keep their plot, paths, and surrounding areas around their plot clean and free of trash, weeds, and debris. They must keep the plot free of weeds, pests, and diseases. Because of the communal nature of a community garden, this is necessary to control against invasions of the whole garden.
5. Plot boundaries are clearly defined, and plants must remain within the boundaries of each plot. Gardeners may not plant trees in their plots or any plants higher than **4** feet.
6. Gardeners must not apply any pesticides, insecticides or herbicides in the garden without approval from the Garden Leadership team. Organic gardening promotes the health of our produce, soil, and fellow gardeners.
7. Gardeners are responsible for taking any trash or recyclable that they generate with them out of the garden.
8. Tools must be returned to their proper location after use to keep the garden toolsheds in a neat condition. Gardeners are responsible for locking the toolsheds. If a tool is missing, damaged or broken, inform a member of the Garden Leadership Team immediately. Gardeners may be held responsible for damaged or broken items or



equipment and they may not be replaced if missing or broken. Please conserve water and use a trigger-operated nozzle on the hose as required by California law. Notify the Garden Leadership Team of any leaks. Maintain your raised bed to conserve water.

9. All water hoses are to be left coiled near the water spigots.
10. Gardeners may be required to contribute some time each month to maintain the communal areas of the garden.
11. Plots are assigned based on the date and time of receipt of the plot application. Only one plot will be assigned per household.
12. The plot fee is **\$30 per month**. The plot fee will be reassessed after **12** months to ensure that it covers the cost of the water bills and basic garden maintenance.
13. The first payment of **\$30** and a key deposit of **\$5** must accompany the application. Payment can be made by check payable to "LA Community Garden Council" or by cash. A receipt will be issued immediately for all cash payments.
14. Plots are assigned for a **12**-month period. Renewal is not automatic and is based on gardeners' following the rules. After a plot has been renewed **3** times, it may be given to someone on the garden waitlist.
15. Fees will not be refunded.
16. If all plots have been assigned an applicant will be placed on a waitlist. The Garden Leadership Team will maintain this waitlist.
17. Gardeners are encouraged or may be required to attend scheduled meetings.

### **Mutual Respect**

18. Gardeners must not take food, plants or materials from other gardeners' plots.
19. Gardeners must not water, weed or cultivate other gardeners' plots without express permission from that plots' main gardener
20. Gardeners must not use abusive or profane language or discriminate **against** others for any reason including but not limited to: age, race, religion, national origin, gender, sex, sexual orientation, political affiliation or ability.



21. Gardeners' guests and visitor may enter the garden only if accompanied by the main gardener. Guests and visitor must follow all rules, terms, and conditions stated here.
22. All children under 18 years must be supervised by a responsible adult.
23. Weapons, alcohol, tobacco and illegal drugs are prohibited in the garden.
24. Possession of dangerous chemicals, harmful substances, and firearms is prohibited at all times.
25. Pets are not allowed in the garden.
26. Community events may only be held in the garden with the permission of the Garden Leadership Team.
27. Headphones must be used if playing music in the garden, except for at a community even with the permission of the Garden Leadership Team.
28. Gardeners may not collect money or organize raffles without the permission of the Garden Leadership Team.

### **Safety**

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

### **Consequences for Violating Garden Rules**

32. Gardeners may be asked to leave the garden for:
  - a. Violating the stated rules
  - b. Neglecting to maintain their plot
  - c. Harassment, discrimination, physical or verbal abuse of any party affiliated with the garden.
33. Removal from the garden will follow:
  - a. For the first incident, a documented verbal warning made in a one-on-one meeting

- b. For the second incident, a written warning
- c. In the event of a third incident, a gardener will be asked to leave the garden

34. Upon dismissal, dues will not be returned. It is expected the gardener will leave the plot as when it was assigned.



## Required Insurance and Minimum Limits

Name: Los Angeles Community Garden CouncilDate: 09/20/2019Agreement/Reference: For the operation of Gaffey Street Community Gardens

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

### Limits

#### ✓ Workers' Compensation (WC) and Employer's Liability (EL)

WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

#### ✓ General Liability City of Los Angeles must be named as an additional insured 1,000,000

☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐

\_\_\_\_ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \_\_\_\_\_

\_\_\_\_ Professional Liability (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 Months After Completion of Work or Date of Termination

\_\_\_\_ Property Insurance (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐

\_\_\_\_ Pollution Liability \_\_\_\_\_

☐

\_\_\_\_ Surety Bonds - Performance and Payment (Labor and Materials) Bonds \_\_\_\_\_ (See Note 2 below)

\_\_\_\_ Crime Insurance \_\_\_\_\_

Other: \_\_\_\_\_