

APPROVED
OCT 17 2018

BOARD REPORT

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

NO. 18-206

DATE: October 17, 2018

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ROGER W. JESSUP PARK – ADDENDUM TO ADD ROGER JESSUP COMMUNITY GARDEN TO THE EXISTING GARDEN AGREEMENT WITH LOS ANGELES COMMUNITY GARDEN COUNCIL FOR THE OPERATION OF VARIOUS COMMUNITY GARDENS

AP Diaz _____ V. Israel _____
R. Barajas _____ S. Pina-Cortez _____
H. Fujita _____ * N. Williams NDW



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Addendum No. 1 (Addendum) attached hereto as Attachment 1, to Exhibit A of the existing community garden agreement (Garden Agreement) with the Los Angeles Community Garden Council (LACGC) attached hereto as Attachment 2, adding Roger Jessup Community Garden (Garden) to the Garden Agreement and authorizing LACGC to operate the Garden in accordance with the terms and conditions of said Garden Agreement, subject to the approval of the City Attorney;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Addendum to the City Attorney for review as to form; and,
3. Authorize the Board President and Secretary to execute the Addendum upon receipt of the necessary approvals;

SUMMARY

On August 9, 2017, the Board approved a ten-year agreement (Garden Agreement) with the LACGC, a California non-profit organization (Report No. 17-158) (Attachment 2), for the LACGC's continued operation and maintenance of five (5) community gardens located on park property; Solano Canyon Community Garden, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden, and East Wilmington Community Garden. Aside from these five (5) community gardens, the LACGC is also committed to operating a sixth garden under separate lease arrangements under Lease Agreement No. C-121825 (Lease), administered by the Department of Recreation and Parks (RAP) Real Estate and Asset Management Section. Said Lease is for the development and operation of the East Hollywood Public Garden and Achievement Center, located at 1171-77 Madison Avenue, Los Angeles 90029, which is currently still under development. Through this proposed

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LACGC is committing to take over the operation and maintenance of Roger Jessup Community Garden, located at 12467 West Osborne Street, Pacoima. With the Board's approval of this Addendum, LACGC will be authorized to operate seven (7) community gardens on RAP property. The LACGC is a well-established community garden operator who also operates gardens in many neighboring municipalities and unincorporated areas of Los Angeles County.

The Garden Agreement contains language that provides a mechanism to conveniently add or delete community gardens listed under Exhibit A of the Garden Agreement (Properties used by Los Angeles Community Garden Council), subject to Board approval. Any additional gardens added to the Garden Agreement will be bound to the terms and conditions of the Garden Agreement, including responsibility for all Garden related costs of operation and maintenance. LACGC has agreed to such responsibilities.

Youth Speak Collective, a nonprofit organization, had been previously operating the Garden under Agreement No. 3400 through the Partnership Division, executed on February 6, 2013. However, around late 2017 to early 2018, Youth Speak Collective became inactive, but failed to notify RAP until June 2018. Upon becoming aware that Youth Speak Collective was no longer an active organization, staff, with support from RAP management and the Office of Council District No. 7, approached LACGC to inquire if they would be interested in taking over operation of the Garden, to which LACGC agreed.

LACGC has had a strong, positive working relationship with RAP over many years, operating various community gardens independently on park property with little to no physical or monetary support from RAP. The LACGC organizes neighborhood gardeners to operate and maintain the gardens at their own expense, while also organizing programs to educate community members and youth on gardening and its benefits. With all LACGC operated gardens, the LACGC either reimburses RAP for water use through periodic sub-meter readings and cost recovery reimbursement fees, or pays service providers directly for water utility costs.

FISCAL IMPACT STATEMENT

The approval and execution of the proposed Addendum to the Garden Agreement will have no adverse fiscal impact on RAP's General Fund, as the cost of operations and maintenance for the Garden, including utilities, will be the responsibility of the LACGC.

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

LIST OF ATTACHMENTS

- 1) Proposed Addendum No. 1 to Exhibit A of the Garden Agreement
- 2) Garden Agreement

**ADDENDUM NO. 1 TO EXHIBIT A
OF THE AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND
LOS ANGELES COMMUNITY GARDEN COUNCIL
FOR THE OPERATION AND MAINTENANCE
OF VARIOUS COMMUNITY GARDENS ON PARK PROPERTY**

This ADDENDUM NO. 1 (“Addendum”) to Exhibit A of that certain Agreement dated XXXXXXXX by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“Board”), and Los Angeles Community Garden Council, a California 501(c)(3) non-profit corporation (“LACGC”), for the operation and maintenance of certain community gardens (“Agreement”), is hereby entered into by the CITY and LACGC effective XXXXXXXX. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Agreement provides that the City and LACGC may mutually agree to add additional community gardens on property owned or under the control of CITY to the list of PROPERTIES in Exhibit A of the Agreement to be operated by LACGC under all terms and conditions of the Agreement, subject to approval by the Board; and

WHEREAS, the City and LACGC desire to add the Roger Jessup Community Garden (“Garden”) as one of the PROPERTIES set forth in Exhibit A of the Agreement; and

WHEREAS, the Board has approved the addition of the Garden as one of the PROPERTIES set forth in Exhibit A of the Agreement at the Board’s meeting of _____ (Report No. ____).

NOW, THEREFORE, the City and LACGC, by execution of this Addendum, hereby agree that the PROPERTIES set forth in Exhibit A of the Agreement shall also include the Garden property as set forth in more detail below:

**Exhibit A – Addendum No. 1
Properties used by Los Angeles Community Garden Council**

Community Garden	Address	No. of Garden Plots	Garden Acreage
Roger Jessup Community Garden	12467 West Osborne Street, Pacoima, CA 91331	60	2.50

Note: Roger Jessup Community Garden has a dedicated water utility sub-meter to measure its water usage. LACGC shall reimburse RAP for LACGC’s water use at the Garden. RAP shall invoice LACGC semi-annually for water use based on periodic sub-meter readings. Payment for each six-month billing period (January-June and July-December) will be paid by LACGC in lump sum within thirty (30) calendar days of receiving the invoice from RAP.

Site Map for Roger Jessup Community Garden

Roger Jessup Community Garden – 12467 West Osborne Street, Pacoima, CA 91331



The area authorized for the operation and maintenance of the Roger Jessup Community Garden is enclosed by the bold line on the map above.

IN WITNESS WHEREOF, the PARTIES have executed this ADDENDUM NO. 1 as of the last day and year written below:

CITY:

LACGC:

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

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

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____