

APPROVED

FEB 15 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-048

DATE February 15, 2024

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WATTLES FARM AND COMMUNITY GARDEN – AGREEMENT WITH WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC. FOR THE CONTINUED OPERATION AND MAINTENANCE OF WATTLES FARM – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15304 [MINOR PUBLIC OR PRIVATE ALTERATIONS IN THE CONDITION OF LAND, WATER, AND/OR VEGETATION WHICH DO NOT INVOLVE REMOVAL OF HEALTHY, MATURE, SCENIC TREES EXCEPT FOR FORESTRY OR AGRICULTURAL PURPOSES] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 4(7) OF CITY CEQA GUIDELINES

*B. Aguirre <u>BA</u>	M. Rudnick _____
B. Jones _____	C. Santo Domingo _____
B. Jackson _____	N. Williams _____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed three (3) year Agreement (Agreement) between the Department of Recreation and Parks (RAP) and the Wattles Farm and Neighborhood Gardeners, Inc. (Organization) for the continued operation and maintenance of Wattles Farm (Premises), attached hereto as Attachment 1, subject to approval of the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
4. Determine that the Board’s approval of the proposed Agreement for the continued operation and maintenance of the Premises (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15304 [Minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for

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forestry or agricultural purposes] of California CEQA Guidelines and Article III, Section 1, Class 4(7) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
6. Authorize RAP Staff to make technical corrections in order to carry out the Board's intent in approving this Report.

SUMMARY

Wattles Farm is located on 4.2 acres of dedicated parkland located at 1714 North Curson Avenue, Los Angeles, CA 90046, adjacent to the Wattles Mansion and Gardens Park in the community of Hollywood. Wattles Farm and Neighborhood Gardeners, Inc., a California nonprofit organization (Organization) has operated Wattles Farm as a community garden program that has been open to the surrounding community since 1975. The Board previously approved Agreement No. 3402, attached to this Report as Attachment 2, between RAP and Organization, on May 2, 2012, authorizing the Organization's operation and maintenance of Wattles Farm (Report No. 12-123). The Agreement, which was executed on June 27, 2013, was for a three-year term which expired on June 26, 2016. A Supplemental Agreement to Agreement No. 3402 was executed on February 8, 2018, attached to this Report as Attachment 3, which expired on June 26, 2023. A temporary, revocable Right of Entry Permit (PD-ROE-143) was issued to the Organization on June 26, 2023; this permit is scheduled to expire on February 26, 2024, to cover the time period necessary to process the approval of the proposed Agreement.

The Organization has communicated that it wishes to continue its collaboration with RAP, and RAP Staff and Organization have mutually agreed to the terms and conditions of the proposed Agreement for the operation and maintenance of the Garden. From 2021 through 2023, Staff evaluated the Organization's performance pursuant to the Annual Performance Evaluation process associated with RAP agreements with nonprofit organizations providing recreational programs and services on park property. In response to complaints concerning garden leadership procedures, for example election processes and garden maintenance, and internal conflicts among members, including disputes and allegations related to the Organization's internal practices that were received by staff from certain Garden members. In response, staff had various discussions with the Organization's administration during that time in order to address these complaints and made recommendations to implement certain measures to mitigate such complaints and alleged occurrences from happening in the future. Staff's recommendations were accepted by the Organization and have been implemented, including changes and improvements to the Garden Handbook, the Organization's internal procedures, membership requirements and filling of vacant garden plots, the member termination process, and pest control.

RAP Staff recommends that the Board approve the proposed Agreement with updated provisions for a term of three (3) years, allowing the Organization to continue operating and maintaining the Garden for the benefit of the local community at the Organization's sole cost and expense. The

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Organization pays the Los Angeles Department of Water and Power directly for their water use (Meter No. 90129833).

TREES AND SHADE

This proposed Agreement will not have any impact on existing trees or shade at the Premises.

ENVIRONMENTAL IMPACT

The proposed Project consists of approval of an agreement for the continued operation and maintenance of the Premises involving minor alterations to the condition of the land.

According to the parcel profile report retrieved on January 17, 2024, this area resides in a liquefaction zone. The construction of this Project will not create conditions that could lead to liquefaction. This site is not within a coastal or methane, so there is no reasonable possibility that the proposed Project may impact an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of January 17, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is located within Wattles Park, a City of Los Angeles Historic Cultural Monument (HCM 579). This specific area of the park has been traditionally used to grow food, therefore the continuation of the existing community garden will not cause a substantial adverse change in the significance of any historical resource.

Based on this information, RAP staff recommends that the Board determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15304 of California CEQA Guidelines and Article III, Section 1, Class 4(7) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT STATEMENT:

The approval of this Agreement will have no adverse impact on the RAP General Fund, as the Organization will continue to be solely responsible for costs and expenses associated with the operation and maintenance of Wattles Farm.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section, and Priya Macwan, Management Analyst, Sustainability and Partnership Sections.

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List of Attachments:

1. Proposed Agreement
2. Agreement No. 3402
3. Supplemental Agreement to Agreement No. 3402

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.
FOR THE
OPERATION AND MAINTENANCE OF
THE WATTLES FARM COMMUNITY GARDEN**

This AGREEMENT (“AGREEMENT” or “CONTRACT”) is entered into as of _____, 2024, (“COMMENCEMENT DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and Wattles Farm and Neighborhood Gardeners, Inc., a California 501(c)(3) non-profit corporation (“ORGANIZATION”), for the operation and maintenance of the Wattles Farm Community Garden, with reference to and based upon the following. CITY and ORGANIZATION may be referred to herein individually as “PARTY” and/or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property located at 1714 North Curson Avenue, Los Angeles, CA 90046, commonly known as “Wattles Farm”, as depicted in the site map attached hereto and incorporated herein by reference as Exhibit A (“PREMISES”); and,

WHEREAS, ORGANIZATION is a California nonprofit organization that has operated Wattles Farm since 1975 for the benefit of the local community at no cost to CITY; and,

WHEREAS, ORGANIZATION has operated the PREMISES in accordance with the terms and conditions set forth in Agreement No. 3402 which was executed on June 27, 2013, for a three (3) year term which expired on June 26, 2016; and,

WHEREAS, ORGANIZATION and RAP mutually agreed that it would be in the best interest of the ORGANIZATION’s program participants, the community, and RAP, to extend the term of Agreement No. 3402 for an additional seven (7) year term until June 26, 2023, through a Supplemental Agreement to Agreement No. 3402; and,

WHEREAS, a temporary, revocable Right of Entry Permit (PD-ROE-143) was issued to ORGANIZATION on June 26, 2023, and set to expire on February 26, 2024; and,

WHEREAS, ORGANIZATION and RAP wish to continue with the ORGANIZATION’s operation of the PREMISES and associated garden-related recreational programming for an additional three (3) year term for the benefit of individuals who enjoy gardening; and,

WHEREAS, pursuant to the terms and conditions of this AGREEMENT, CITY desires to authorize ORGANIZATION to continue its operation of the PREMISES for such purposes described above and as more fully set forth in this AGREEMENT which contains updated and recently implemented City of Los Angeles and RAP policy provisions, requirements, and specifications; and,

WHEREAS CITY, through its BOARD, has approved this AGREEMENT at the BOARD meeting held on date (Board Report No. XX-XXX), allowing for operation of the PREMISES in accordance with the terms and conditions of this AGREEMENT.

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

1. Use of PREMISES

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT a license to operate and maintain the PREMISES as described in the Permitted Uses set forth below in Section 5 (“PERMITTED USES”), which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PREMISES, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP’s provision of such, in accordance with RAP Standard Schedule of Rates and Fees, permitting requirements, and/or Cost Recovery Reimbursement Fees (CRRF) required under Section 12 of this AGREEMENT.

The PREMISES authorized for use by ORGANIZATION under this AGREEMENT are depicted in the SITE MAP attached hereto as Exhibit A, to be operated and maintained in accordance with the terms and conditions of this AGREEMENT. The PREMISES shall be used by ORGANIZATION during normal program operating hours, as described below in Section 6 of this AGREEMENT (Days and Periods of Use).

2. TERM and Termination

The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be three (3) years from the COMMENCEMENT DATE, subject to performance evaluations (“PERFORMANCE REVIEWS”) more fully described below in Section 3 of this AGREEMENT, and at the sole discretion of RAP.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the COMMENCEMENT DATE above and shall end upon the expiration of the TERM or the earlier of (i) a written termination notice from RAP or ORGANIZATION to the other, effective after ninety (90) calendar days from the date of issuance due to either an unfavorable PERFORMANCE REVIEW or termination for cause (including any breach or default of the provisions of this AGREEMENT) during the TERM; or, (ii) the date that ORGANIZATION ceases to operate on the PREMISES; or, (iii) ORGANIZATION implements the general termination provision described herein.

- b. Termination. In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Sections 22 and 23, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other PARTY no less than ninety (90) days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.

If CITY or ORGANIZATION should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PREMISES to CITY within ninety (90) calendar days of receiving or providing a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within ninety (90) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event ORGANIZATION shall pay to the CITY, upon demand the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- 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 ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within ninety (90) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of ninety (90) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

3. Performance Reviews

PARTIES mutually agree to PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the relationship between PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with ORGANIZATION under this AGREEMENT shall be contingent upon a favorable PERFORMANCE REVIEW, which shall include, but not be limited to:
 - i. An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
 - ii. Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PREMISES under this AGREEMENT as more fully described under the PERMITTED USES section specified herein in Section 5 ("PROGRAM"), and further described in Exhibit B, and maintenance of the PREMISES under this AGREEMENT;
 - iii. Fulfillment of all PERFORMANCE REQUIREMENTS included herein and more fully described in the Sample Performance Report Questionnaire included as Exhibit C;
 - iv. Adequacy of ORGANIZATION's funding and financial resources to continue operating the PREMISES for the benefit of the public throughout the TERM of this AGREEMENT;
 - v. The volume of the public's use of the PREMISES and participation in ORGANIZATION's programming;
 - vi. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and,
 - vii. ORGANIZATION's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP a performance or program report ("PERFORMANCE REPORT") based on the ORGANIZATION's operation of the PREMISES during the prior fiscal year. Information related to any previous unreported years may be requested by RAP Staff. Staff requested PERFORMANCE REPORTS shall not exceed three years. PARTIES understand the fiscal year to be between July 1st and June 30th.

The PERFORMANCE REPORT should generally describe ORGANIZATION's PROGRAM activities, issues, accomplishments, etc., to provide RAP with an understanding of ORGANIZATION's performance. This PERFORMANCE REPORT shall include, but not be limited to:

- i. Financial Statement (Revenue and Expenditures for prior fiscal year);

- ii. Annual Budget for upcoming fiscal year (July 1st through June 30th);
 - iii. The number of persons served during the prior fiscal year;
 - iv. Sample copies of marketing, recruitment, and press materials should any exist; and,
 - v. Discussion of PROGRAM changes or challenges.
- c. RAP reserves the right to request additional materials or clarifying information following an initial review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship may be based on findings obtained through the PERFORMANCE REVIEW and PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP staff involved with the PREMISES. A sample Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. Results of the PERFORMANCE REVIEW may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination of the PERFORMANCE REVIEW.

4. Access to PREMISES

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

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

PARTIES agree that CITY shall be allowed access to, and use of any portion of the PREMISES in case of a natural disaster or emergency such as without limitation an earthquake or fire as a designated public emergency shelter site or showering facility for the homeless. Such use shall take precedence over regularly scheduled ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION's obligation to pay the CRRF to the CITY shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

5. PERMITTED USES and Use Restrictions

ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. ORGANIZATION, at its sole cost and expense, shall:

- a. Operate PREMISES as a community garden with individual garden plots assigned by ORGANIZATION in a manner that maximizes the gardening experience for persons desiring to grow food, flowers and ornamental plants for non-commercial purposes, and in accordance with RAP's Community Operated Open Space Policy and guidelines set forth below. ORGANIZATION shall operate the PREMISES in accordance with ORGANIZATION's garden policies, regulations, and procedures, attached hereto and incorporated herein as Exhibit B, and uses and restrictions set forth herein. ORGANIZATION shall provide access and use of the PREMISES to the general public and shall charge a fee of one hundred and eighty-five dollars (\$185) a year for garden membership on the PREMISES.
- b. Allow the general public access to the PREMISES for participation in garden tours and special events. Scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer of ORGANIZATION.
- c. Operate the PREMISES only during the specified days and hours listed in Section 6 of this AGREEMENT.
- d. Maintain PREMISES in accordance with Section 9 of this AGREEMENT.
- e. Provide all staff, materials, supplies, equipment and funds necessary to perform the operation of the PROGRAM including the provision of services as agreed to herein to the reasonable satisfaction of CITY.
- f. Not sublet or issue any permit for use of the PREMISES.
- g. Ensure that no products grown or cultivated on the PREMISES may be sold or used for for-profit commercial purposes. Commercial activity is not allowed on

the PREMISES unless written approval is provided by RAP in advance of such activity occurring.

- h. ORGANIZATION is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including but not limited to compliance with California Assembly Bill 506. ORGANIZATION shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- i. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to tax permits, business licenses, health permits, certifications, etc.
- j. Punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the operation and maintenance of the PREMISES as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- k. 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.
- l. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) on the PREMISES.
- m. Ensure that no merchandise shall be sold or authorized to be sold on the PREMISES by ORGANIZATION or otherwise without the prior written consent of the RAP General Manager or his or her designee.
- n. Employees of ORGANIZATION and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (collectively, "Contractor Personnel"), while performing services under this AGREEMENT and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means

that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, ORGANIZATION shall obtain proof that such Contractor Personnel have been fully vaccinated. ORGANIZATION shall retain such proof for the period of retention of all records under this AGREEMENT. ORGANIZATION shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If ORGANIZATION wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, ORGANIZATION shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by ORGANIZATION. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, ORGANIZATION shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

- o. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders and mandates, including but not limited to health and safety ordinances, orders and guidelines related to COVID-19 and vaccination mandates in connection thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION’s compliance with such policies, procedures, regulations, orders and requirements and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.
- p. Assume responsibility for the actions of all individuals and/or organizations participating in the PROGRAM on the PREMISES, and ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

6. Days and Periods of Use

The hours and days of the operation and maintenance of the PREMISES are sunrise to sunset daily, which varies depending on the season of the year (“PERMITTED TIMES”). ORGANIZATION shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP’s prior written authorization. When required by RAP, ORGANIZATION shall yield use of the PREMISES to possible film production work authorized by the RAP Park Services Office and Film LA Office, as well as short term construction and/or maintenance projects authorized by RAP that

may take place on the PREMISES, including use of nearby parking lots for storage and staging of construction materials and equipment. ORGANIZATION shall have in place a written plan that will be implemented for continuation of ORGANIZATION's operations during such events. ORGANIZATION shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.

PROGRAM Operation: Any extended times or hours for specified events or programs related to the PROGRAM may be granted with prior written consent from RAP.

Special Events: ORGANIZATION shall make requests for use of PROPERTY or portion thereof for events and activities other than operations, repair, or maintenance, including for any fundraising as authorized in Sections 10 and 11, by completing a Building Use Application at least sixty (60) days in advance of the particular activity or event and submitting it to the Partnership Section as referenced in Section 24 (Notices). No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 11. Upon approval by RAP, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.

7. Non-Discrimination

ORGANIZATION shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ORGANIZATION shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

ORGANIZATION agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 24, CITY shall have the right to terminate this AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

8. Parking

PARTIES acknowledge and agree that there is no parking lot dedicated to users and visitors of the PREMISES. ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities on the PREMISES, may park vehicles adjacent to the PREMISES on the streets nearby in compliance with applicable rules governing such street parking. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP and/or the City of Los Angeles Department of Transportation, Department of Street Services, or other agency possessing applicable jurisdiction and authority.

9. Maintenance of PREMISES

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall maintain the PREMISES in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the PREMISES as described herein.

- a. Pursuant to the mutual agreement of PARTIES, ORGANIZATION shall operate and maintain PREMISES efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and repair of the PREMISES, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.
- b. ORGANIZATION accepts the PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of the PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- c. ORGANIZATION, in performing any required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of CITY, whether through ORGANIZATION personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval by RAP is required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- d. ORGANIZATION shall perform the following maintenance duties on a daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris, whether by ORGANIZATION'S activity or activity of a contracted vendor;
 - iii. Maintain the PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and

guidelines related to COVID-19 and all fire safety standards, practices and regulations for the PREMISES.

- e. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on the PREMISES.
- f. ORGANIZATION shall be responsible for securing the PREMISES and ORGANIZATION's equipment and materials on the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of the ORGANIZATION's personal property at any time, whether before, during, or after PERMITTED TIMES, including but not limited to equipment, supplies, materials, vehicles, or personal items.
- g. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during ORGANIZATION's operations and/or are a risk to public safety, or that is caused by ORGANIZATION's contractors or vendors. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- h. ORGANIZATION shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the PREMISES.
- i. ORGANIZATION shall grant utility service connections as may be necessary for ORGANIZATION's successful operation of the PROGRAM, provided that the granting of said connections shall be at no cost to CITY. ORGANIZATION shall reimburse RAP when required, through the payment of CRRF under this AGREEMENT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the PREMISES which may impact such utility services to the PREMISES, RAP will provide ORGANIZATION with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the PROGRAM, if advance notice to the ORGANIZATION is not possible in a timely manner.
- j. ORGANIZATION shall immediately report any damages to the PREMISES which occur during ORGANIZATION's operations, or by vandalism, its restoration, refurbishment, or maintenance. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public

safety, requiring that all use of the PREMISES immediately cease. ORGANIZATION shall be responsible for any damage to the PREMISES caused by ORGANIZATION's PROGRAM activities, its participants, vendors, contractors, or other entity associated with PROGRAM activities.

- k. City Not Obligated to Maintain or Repair. Except as may be expressly provided in this AGREEMENT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this AGREEMENT.
- l. Repairs by CITY. If ORGANIZATION requests CITY to provide any repairs, services or maintenance, ORGANIZATION shall pay for such repairs, services, or maintenance at actual cost, including costs incurred by City, as determined by RAP. CITY may require a cash deposit in advance
- m. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

10. Funding

All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with and/or specified for, the PREMISES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operations and maintenance of the PREMISES, and shall be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason ORGANIZATION fails to secure necessary 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.

ORGANIZATION may charge its patrons appropriate fees for programs, services, and/or activities offered by ORGANIZATION on the PREMISES, subject to the terms and conditions of this AGREEMENT and subject to review and approval by RAP. ORGANIZATION may charge its patrons appropriate fees for community garden plots on the PREMISES, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community, subject to review and approval by RAP. ORGANIZATION may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community, subject to review and approval by RAP.

11. Fundraising

ORGANIZATION may hold fundraising activities on the PREMISES, but must obtain prior written approval for the date and time from the RAP Staff listed in Section 24 for

each fundraising event, no fewer than thirty (30) calendar days prior to the scheduled activity. ORGANIZATION 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 on the PREMISES must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held on the PREMISES, ORGANIZATION 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.I. of this AGREEMENT. ORGANIZATION shall cooperate with RAP personnel and PREMISES staff on all matters relative to the conduct of fundraising and/or special events, which may include concerns related to parking, traffic and attendance, or closure of the host facility for as many as seven days per calendar year.

12. Consideration and CRRF

The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES shall be ORGANIZATION's provision of garden-associated recreational activities, including but not limited to programming and services to the community, and the maintenance and/or repair of the PREMISES 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, ORGANIZATION's use of the PREMISES shall be subject to certain cost recovery fees described below. Such fees are subject to change with prior notice to ORGANIZATION sixty (60) days in advance.

- a. Electricity and Water. Pursuant to RAP policy regarding utility fees for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), ORGANIZATION shall be solely responsible for the cost of utility services on the PREMISES (water, gas, and electricity). Such utility expenses shall be paid directly by ORGANIZATION to utility service provider(s). CITY shall bear no costs in regard to utility services.
- b. Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION with such services performed by a non-CITY provider and billed directly to the ORGANIZATION, or transported and disposed of appropriately by ORGANIZATION outside of the PREMISES. CITY shall bear no costs in regards to the disposal and/or removal of solid waste.

13. Alterations, Improvements and Replacements

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by

RAP. ORGANIZATION shall provide RAP detailed information and specifications for review and written approval by RAP, 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 ORGANIZATION.

Changes to garden 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 RAP review and approval, but ORGANIZATION shall notify RAP Contacts specified in Section 24 of any changes. However, a change in the number of garden plots or redesign of the PREMISES layout shall require approval by CITY.

14. Capital Project Proposal

When proposing a project involving any alterations, additional improvements, and/or replacements to the PREMISES, ORGANIZATION 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. The proposal should include but not be 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, ORGANIZATION 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, ORGANIZATION 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, ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION and City shall discuss and coordinate the community process once deemed necessary.
- i. ORGANIZATION shall submit approved plans and specifications for final approval to:

Superintendent, Planning, Maintenance and Construction 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, ORGANIZATION may commence construction in coordination with CITY staff.

15. Insurance

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D attached hereto and incorporated herein by reference.

- a. ORGANIZATION 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 ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.

- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION 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 (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall 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 ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION 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 ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

16. Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not

limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ORGANIZATION's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by ORGANIZATION, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

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

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

17. Casualty and Condemnation

ORGANIZATION shall be excused from its obligations in this AGREEMENT including, without limitation, the payment of the CRRF, the operation, maintenance and repair of any portion of the PREMISES or any improvement thereon that is damaged by casualty or taken by condemnation until any such portion or improvement is restored to at least its condition prior to said casualty or condemnation. CITY shall not be obligated to restore the PREMISES damaged by casualty in whole or in part. If CITY chooses not to restore the PREMISES, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such casualty, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice. If the PREMISES is taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such taking, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

18. Publicity

Should there be the need, CITY and ORGANIZATION 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 of the PREMISES or promotion of the PROGRAM or construction of any improvements on the PREMISES in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). PARTIES agree to notify each other in writing prior to the release or use of any such press release, public announcement, marketing or promotion of the PREMISES prior to implementation with respect to the ORGANIZATION's use of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION shall appropriately acknowledge the contributions of both PARTIES and shall be subject to prior approval by RAP before release.

To the extent stipulated in any grant agreement, with respect to the use of the PREMISES in connection thereto, the CITY and ORGANIZATION 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 representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, with respect to the use of the PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

19. Signage

No signs or banners of any kind will be displayed by ORGANIZATION unless previously approved in writing by RAP and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.

20. Filming

It is the policy of the CITY 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 on the PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of the PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may

be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted on the PREMISES.

21. Taxes and Possessory Interest

ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the PREMISES, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operation hereunder. In addition, by executing this 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. ORGANIZATION, 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 ORGANIZATION

The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION 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, or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein. ORGANIZATION'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 ORGANIZATION – CITY's Remedies

Upon the occurrence of one or more events of breach or default by ORGANIZATION, 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 ORGANIZATION, and if ORGANIZATION 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 ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES 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. AGREEMENT NOTICES and Contacts

Any notice, request for consent, or statement ("NOTICE"), that RAP or ORGANIZATION 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 RAP or ORGANIZATION may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES 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:

ORGANIZATION: Wattles Farm and Neighborhood Gardeners, Inc.
c/o Toby Leaman, President
1943 Monon Street
Los Angeles, CA 90027
(323) 663-7441
wattlesfarm931@gmail.com

To CITY: City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 N. Figueroa Street, Suite 180
Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

With a copy to: City of Los Angeles Department of Recreation and Parks
Metro Region Administration Division
Attn: Anita Meacham, Metro Region Superintendent
3900 Chevy Chase Drive,
Los Angeles, CA 90039
(213) 485-1310
anita.meacham@lacity.org

25. Representations and Warranties

CITY and ORGANIZATION 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 organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION 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 ORGANIZATION 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. Safety Practices

ORGANIZATION shall correct violations of safety practices during its PERMITTED USES immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Section 24 as soon as possible but no later than twenty-four (24) hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall keep internal documentation of the incident(s) during the previous two (2) years and provide RAP with such information upon request.

29. Suspected Child Abuse

ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities on the PREMISES must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse on the PREMISES. ORGANIZATION will notify RAP contacts listed in Sections 24 within twenty-four (24) hours of any such report.

30. Hazardous Substances and Environmental Sensitivity

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PREMISES 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 the PREMISES. 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 ORGANIZATION 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 PREMISES.

ORGANIZATION must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. ORGANIZATION shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

31. Ratification

At the request of RAP, and because of the need therefore, ORGANIZATION may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

32. Ordinances and Standard Provisions

The “Standard Provisions for City Contracts (Rev. 09/22)[v.1]”; (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the “Standard Provisions for City Contracts (Rev. 09/22)[v.1]” and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term “Contractor” shall mean ORGANIZATION.

33. Incorporation of Documents

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

EXHIBIT A: Site Map

EXHIBIT B: Wattles Farm Manual

EXHIBIT C: Sample Performance Report Questionnaire

EXHIBIT D: Insurance Requirements and Instructions for Submission

EXHIBIT E: Standard Provisions for City Contracts (Rev. 09/22)[v.1]

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit D; 4) Exhibit E; 5) Exhibit B; and 6) Exhibit. C;

[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

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

By: _____
President

By: _____
Secretary

Date: _____

ORGANIZATION:

WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC., a California 501(c)(3) non-profit corporation

By: _____

Title: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

Date: _____

**EXHIBIT A
Site Map**

Wattles Farm (1714 North Curson Avenue, Los Angeles, CA 90046) is shown within the red line in the site map below.



EXHIBIT B

Wattles Farm Manual

TO BE ATTACHED SEPARATELY

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Dear New Wattles Farm Member(s),

WELCOME TO WATTLES FARM! You are now a part of a thriving community garden.

Gardening in surroundings as beautiful as our community garden is a privilege and we are happy to share that privilege with you. There is something very special about these 4.2 acres, and everyone, even visitors can feel it.

It is hard to imagine, but the thriving and vital community garden that you see today was once an abandoned field of weeds. It was a cooperative effort on the part of the original 15 members that transformed it. Now more than ever, COOPERATION is even more important to the continuing success of our community garden.

We cooperate with nature. WE ARE AN ORGANIC GARDEN. We do not use any chemicals or chemical fertilizers to grow healthy and abundant crops.

We cooperate with each other. WE ARE A COMMUNITY GARDEN. There are no paid members here. Members of The Board of Directors and The Garden Masters Committee volunteer their services because they care about the garden. However, it takes ALL of the members to pitch in and help maintain the garden. Your COMMITMENT to help is essential to ensure that Wattles prospers.

Please read this manual carefully. The rules and regulations are so important. If you have any questions, your Garden Master will be more than happy to help you.

“When the world wearies, and society ceases to satisfy, there is always the garden.” - Minnie Aumonier

Sincerely,

Toby Leaman, President
Board of Directors





A SHORT HISTORY OF WATTLES

In March of 1972, Mark B. Casady, of Mayor Tom Bradley's office, initiated the Los Angeles Neighborhood Gardens and Farms program under the then Comprehensive Education and Training Act (CETA), which provided federal funding for worthwhile civic projects.

Wattles Farm and Neighborhood Gardens, formed in 1975, was one of the first of many community gardens located throughout Los Angeles City.

The early years were rough going. CETA, along with the 14 original gardeners, had to clear a large area, 4.2 acres, of heavy brush and weeds, till the soil and install a planned plot area and comprehensive watering system. Also, they had to resurrect one 141 avocado trees which had become unkempt and stunted from lack of watering and pruning.

Although there were only 30 members to do all the preliminary work, enthusiasm was overflowing. People were eager to grow things and the first 30 gardens were completed the first summer. No one could have known how popular the garden would become. It grew to 163 members in the first 10 years of existence.

Since that time, the garden has expanded, organized, settled in, and survived budget cuts, water shortages, rainstorms, and a pandemic. Today, our garden is more experienced and stronger than ever, with a body of approximately 275 gardeners tending to 173 active plots.

Wattles Farm is an independent and self-governing community organization on the famed Hollywood Boulevard. We have a close relationship with our neighbors on N. Sierra Bonita Avenue to the East, and N. Curson Avenue to the West. We have maintained a partnership agreement with the City of Los Angeles, Department of Recreation and Parks since 1975.

In January 1978, we incorporated as Wattles Farm and Neighborhood Gardeners, Inc., a nonprofit, tax exempt, educational 501(c) (3), California corporation.

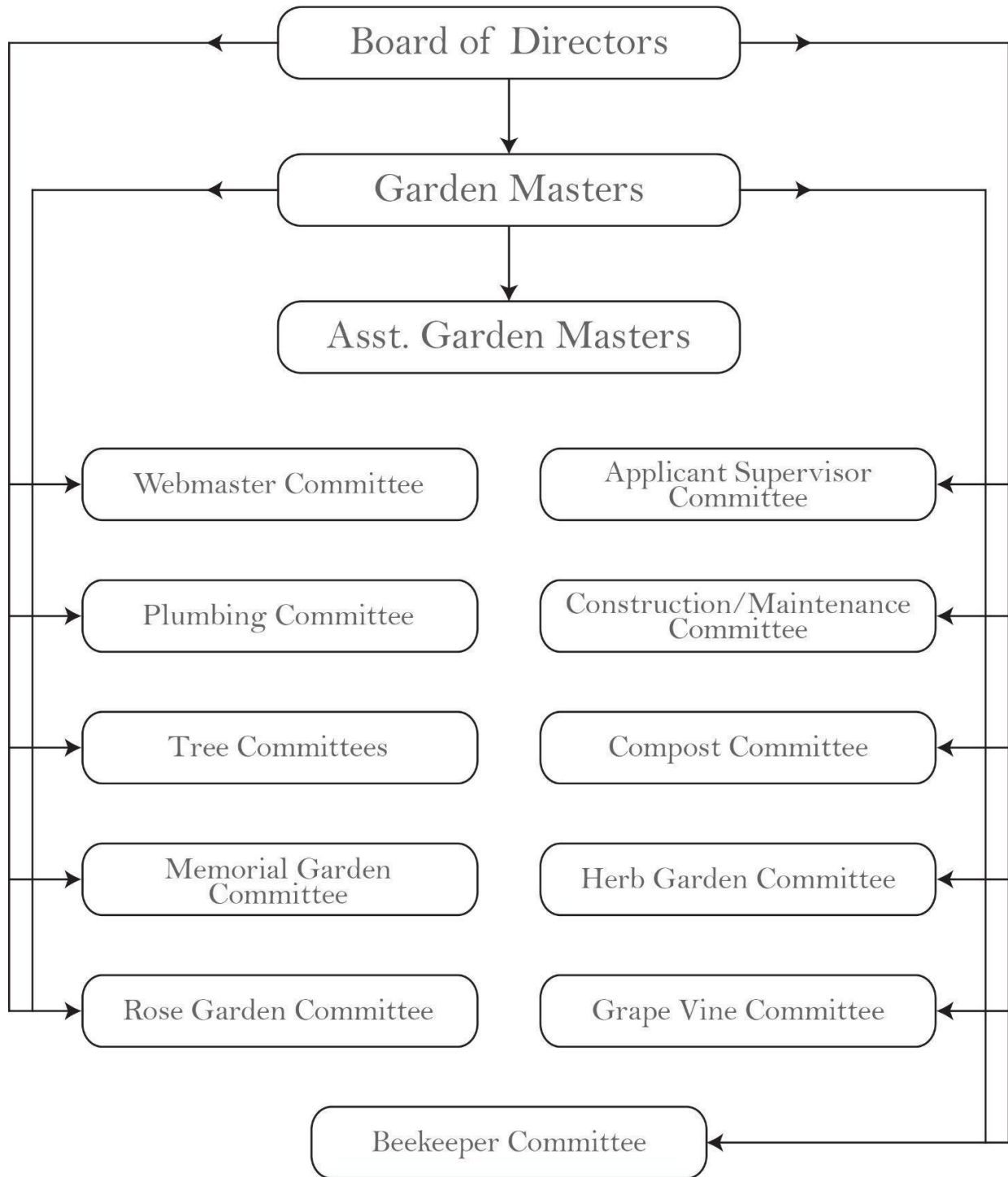
DEFINITIONS

Throughout this manual, the following terms shall apply:

- **“Wattles”** shall mean the corporation known as Wattles Farm & Neighborhood Gardeners, Inc., a non-profit educational corporation, incorporated under the laws of the State of California.
- **“Board”** shall mean the Board of Directors of Wattles Farm & Neighborhood Gardeners, Inc.
- **“Garden”** shall mean the physical premises of Wattles Farm Inc., specifically, the 4.2 acres bounded by Sierra Bonita Ave., Hollywood Blvd., Curson Ave., and the Wattles Estate grounds.
- **“Plot”** shall mean a specific numbered (approximately) 15’ x 15’ plot located on the Master Map of the Garden.
- **“Garden Master”** shall mean a member of the Garden Masters Committee of Wattles Farm, Inc.
- **“Member”** shall mean a current paid-up member of the Wattles Farm & Neighborhood Gardeners, Inc. whose name appears on the current master roster, and has a signed and completed application on file with the Treasurer.
- **“Guest”** shall mean any person, including temporary helpers, laborers, and volunteers who are not members of Wattles’ and who are brought or invited into the Garden by any member.
- **“Organic”** shall mean that no chemical pesticides, or man made pollutants may be introduced or used in the Garden for any purposes.
- **“Mini-Plot”** shall mean a parcel of land, significantly smaller than the average 15’ x 15’ plot.
- **“Community Plot /Area”** shall mean those areas which the Board has designated and set aside for enjoyment by the entire community. Maintenance of these areas are done by committees as established by the Board.



ORGANIZATIONAL TREE



WATTLES FARM ORGANIZATION

BOARD OF DIRECTORS

Wattles Farm is governed by an 11 member Board of Directors, who are elected by the general membership. Board members serve for 2 year terms. Board officers are: President, First and Second Vice Presidents, Secretary, and two Treasurer positions. Officers are elected annually by the Board members at the first meeting following the annual elections. In the event that a Board Member must resign or surrender their position for any reason before the next election, it is the right of the President to appoint a suitable replacement to serve until the next election may be held.

Election of half the number of Directors is held annually during the fourth weekend in June. Any member may nominate themselves as well as any other paid-up member of the Garden. Board members **do not** receive compensation of any kind.

Announcement of time and format for the Board meetings is posted on the bulletin board and by email distribution. Minutes of Board meetings are posted for the general membership upon approval by the Board of Directors. Changes in Garden rules and policies, and adoption of new programs are sent to the Garden Masters Committee for communication to members as well as posted for the benefit of the general membership.

The Board is responsible for all Garden business. This includes handling administrative and financial matters, overseeing expenditures, determining dues and membership requirements, establishing rules and policies, and hearing cases involving the discipline and termination of members.

To carry out the day-to-day operation of the Garden, the Board has established various standing functions and committees. Examples of some of these are:

- Garden Masters Committee
- Applicant Supervisor Committee
- Compost Committee
- Herb Garden Committee
- Beekeeper Committee
- Tree Committees
(Avocado Trees, Fruit Trees, Non-Fruit Bearing Trees)

MEETINGS

Board of Directors

The Board of Directors usually meet quarterly. The meeting dates and times are announced on the bulletin boards a minimum of 1 week prior to said meetings. Members who feel the need to bring an issue before the Board should contact the President. The Board may also be convened for special or emergency meetings at the discretion of the President, or by any 3 members of the Board. Such meetings of the Board may be held with notice to each director.

Forms for Garden members to participate in Board meetings are located at the entrance of the Main Shed. If attending on behalf of a group of members, all members participating shall initial the form to confirm their intent to participate on the date selected for the group.

Garden Master's Meeting

The Garden Master's meeting is scheduled for the first Saturday of each month. The time of the meeting is posted on the bulletin boards at each entrance at least one week prior to the meeting.

This is the forum where gardeners can voice their opinions about what goes on in the garden. Issues to be voted on at the Board of Directors' meetings can be raised and discussed, and the results of these discussions are passed along to Board members. Clean up needs for the clean-up weekend, disciplinary actions and/or attendance problems are generally discussed. All meetings are open to members of the Garden.

Forms for Garden members to participate in Garden Master's meetings are located at the entrance of the Main Shed. If attending on behalf of a group of members, all members participating shall initial the form to confirm their intent to participate.

The second weekend of every month is usually designated as the clean up weekend. Garden Masters and Assistant Garden Masters are in attendance during both of these days, if you need to talk to one.

Member Meetings

Meetings of the general membership are usually held on Saturdays. Such meetings are posted / announced on the bulletin board as well as by email that is sent out to all members. At these meetings, members are updated on activities and may share gardening tips and information, exchange seeds and seedlings, etc. Guest speakers are occasionally invited.

GARDEN MASTERS COMMITTEE

The Garden Masters Committee was established by the Board to conduct the day-to-day operations of the Garden. This committee is headed by the Head Garden Master. Individual Garden Masters are selected and appointed by the Garden Master Committee from those among the membership. Garden Masters **do not** receive compensation of any kind.

In addition to conducting the Garden operations, Garden Masters provide gardening information and assistance. The committee is responsible for seeing that the Rules and Regulations of the garden are obeyed and that the policies established by the Board are carried out. The responsibilities of the Garden Masters Committee include, but are not limited to the following:

- A. Orientation of new members.
- B. Maintenance and upkeep of the Garden.
- C. Community clean up and work projects.
- D. Enforcement of Rules and Regulations.
- E. Warning Notices and Termination Notices.
- F. Establish and oversee the various ad-hoc committees as designated and as needs present themselves.
- G. Maintaining an open communication with the gardeners in their designated area.

A Garden Master is responsible for overseeing a specific block of individual plots, their bordering areas and pathways. Garden Master responsibilities involve seeing that every member in their section obeys the Rules and Regulations of the Garden and contributes the required number of hours of community work on a regular basis. The entire Garden Master's Committee is responsible for all community areas. Assistant Garden Masters work under the direction of the Garden Masters and can organize members for specific duties within the Garden.

1. **Orientation.** The Garden Masters will establish the procedure by which new members are brought into the community. That procedure shall include at least one orientation meeting with each new member conducted in person by a Garden Master. Orientation meetings may be conducted in groups. At such meetings, new members shall be informed of all the Rules and Regulations of the Garden, and of the policies and procedures regarding maintenance, upkeep, community

work commitments, and causes for termination of membership. New members must agree to the required 90-day probationary period, to ensure that they are following the rules established by the Board. Failure to do so may lead to loss of membership.

2. **Maintenance and Upkeep.** The Garden Masters Committee is responsible for enforcement of the Rules and Regulations set forth herein. Furthermore, the Garden Masters Committee shall determine the standards for maintaining individual plots in conditions of order, attractiveness and cultivation in accordance with the policies as set forth by the Board. Garden Masters have the authority to enter and inspect every plot in their section and to instruct members to make necessary changes.

3. **Community Work Commitments.** Unless explicitly announced as canceled, the second Saturday and Sunday of every month are designated as community clean-up days. A minimum of 1½ hours of service is required by all members, and check in time is at 8:00am, but no later than 11:00am, with work ending at 12:30pm. Summertime check in is at 7:00am, but no later than 10:00am, with work ending at 11:30am. All projects are assigned by Garden Masters or Assistant Garden Masters. No community work shall be scheduled on any weekend containing any of the following holidays:
 - a. New Years Day
 - b. Presidents Day
 - c. Easter
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Rosh Hashanah
 - h. Yom Kippur
 - i. Thanksgiving
 - j. Christmas

NOTE: When the first day of the month lands on a Sunday, community service will then be on the 3rd weekend of the month.

Garden Masters keep records of participation and are empowered to terminate individual memberships for noncompliance, or for 2

successive unexcused absences. Excused or unexcused absences must be made up under the guidance of a Garden Master within 30 days, or may be accrued to the next monthly Community Work weekend (3 hours). If a member is unable to complete their community work on the designated weekend, all members are responsible for communicating with their assigned Garden Master and making the appropriate arrangements to make up and complete the required community work. If the community work is missed, and no communication is received by the Garden Master, or if the community work remains unfinished by the third consecutive clean-up weekend, loss of membership may occur.

4. **Enforcement of Rules and Regulations.** Garden Masters have complete authority to require members to conform to the Rules and Regulations. Failure to comply with the Rules and Regulations may be grounds for loss of membership.
5. **Warning Notices and Termination Notices.** A Garden Master will be in contact with the members in their section, either in person, email, or by phone / text. In the event such contact is impossible to confirm, or has no effect, an official notice will be sent by mail.

RULES AND REGULATIONS OF WATTLES FARM

The following Rules and Regulations have been set forth by the Board of Directors to promote the best community experience. Any violation of these guidelines may be grounds for loss of membership.

1.0 MEMBERSHIP

- 1.1 Membership in the Garden is obtained after completing the 3 mandatory volunteer clean up weekends, after which the applicant's name is placed on the waiting list and given a reference number in sequence behind previous applicants. This membership is non-transferable and may be canceled, or revoked by the Board at any time for violation of any rule contained herein, for nonpayment of dues, or for failure to abide by and comply with the established policies and procedures of the Garden as announced by the Board of Directors, the Garden Masters Committee, or other authorized persons.

2.0 MAINTENANCE & BOUNDARIES

- 2.1 Individual plots and their surrounding pathways shall be kept orderly and free of weeds, grass, dead plants and any other debris at all times.
- 2.2 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 the Garden Masters Committee. This applies to pathways, open areas, community areas, arbor areas, orchard areas, under or near any avocado tree, along any fence, roadway or near any gate, near any meeting area or storage area. Garden Masters shall have complete authority to enforce this rule.
- 2.3 Members shall not allow plants to hang over into pathways or neighboring plots, or to grow roots or runners into pathways or neighboring plots. No new trees of any kind shall be planted in any plot. All new plantings of berries that send out underground roots shall be kept at least 18" from any bordering plot.

- 2.4 Members shall not allow any plant, tree, shrub, vine or structure to be of such height as to cast shade on another plot. If a member does not respond in 2 weeks to a notice to correct such a situation, Garden Masters shall be empowered to cut, prune, adjust, trim, alter or remove any or all such plants, trees, shrubs, vines, or structures without requiring permission or further notification to the member. Any such plantings should be no less than 12" from any bordering plot.
- 2.5 No member shall maintain a trash heap, collect debris, or store non-gardening related materials and belongings in their assigned plot, or any other area of the Garden. If a member does not respond within 2 weeks to a notice to remove all trash, debris or non-gardening related materials and belongings, Garden Masters shall be empowered to remove and dispose of all such items without requiring permission or further notification to the member.
- 2.6 Members are allowed to maintain a compost bin in their assigned plot as long as it has a sealable cover. The bin content must consist only of organic materials, and provided such compost piles are regularly attended, are not unsightly, and do not become foul, putrid, rotting, reeking, rancid, sour, spoiled, or attract flies, roaches, vermin or other scavengers.
- 2.7 Individual plots shall not be allowed to expand beyond their assigned boundaries. Garden Masters shall have the authority to determine the exact boundaries of any individual plot, and to require members to conform to such boundaries within a 2 week period.
- 2.8 New Members have the responsibility to begin tending to their assigned plot as soon as possible. Members going on vacation or who plan to be away for more than 1 week must notify their Garden Master and make arrangements to have their plot tended to in their absence.
- 2.9 Members shall not put up any structures in their garden plot without getting permission from their Garden Master.
- 2.10 If your Garden Master gives you permission to put up a new, or rehab an existing perimeter fence in your garden plot, it cannot be

higher than 36" (3') from the surface of the assigned plot. The fencing should look natural to a garden setting. Check with your Garden Master before purchasing any materials. No garden may be locked at any time prohibiting access by your Garden Master.

- 2.11 Members will not store or bring the following chemicals in any form into the Garden. This list includes, but is not limited to:
- a. Lead or Oil Based Paint
 - b. Paint Thinner
 - c. Varnishes
 - d. Lacquers and Stains
- 2.12 Members shall not bring pesticides, insecticides, herbicides (RoundUp, or similar), rodent poisons or any material that is not organic into the Garden. All organic fertilizers should be stored in sealed containers as they attract animals to our Garden. Any additive not mentioned above should be discussed with the Garden Master prior to bringing it into the Garden.
- 2.13 Members **shall not** bring into the Garden plastic elements such as:
- a. Plastic tubes
 - b. Clothes Rods
 - c. Electrical Conduit
 - d. Soda / Water Bottles
- 2.14 Members **shall not** bring into the Garden kitchen household items such as:
- a. Sinks and Plumbing Fixtures
 - b. Pots and Pans
 - c. Dishes, Glassware
 - d. Office Chairs / Furniture
 - e. Windows / Blinds / Shutters
 - f. Bed Springs
 - g. Doors

- 2.15 Limit your use of window screens as temporary suncreening for plants to only a few. Window screens are not permitted as fencing or as a permanent roofing structure. Plastic bottles are permitted to be used to assist in the seedling stage of your plants, but may **not** be kept in the Garden when not in use.
- 2.16 Members **shall not** use fiber board, veneer board, bonded wood products, wood that has been pressure treated or painted in anything other than water-based paints. They contain arsenic and other dangerous chemicals that leach into our soil.
- 2.17 Members **shall not** use large glass water bottles, fish bowls or aquariums in their plots. Glass poses a safety hazard to all members if it is broken in the Garden.
- 2.18 Members **shall not** change their clothing in an area that can be seen by fellow members, neighbors or passersby while in the Garden. If you must change your clothing, you may do so inside of the tool shed with the door closed.
- 2.19 Members can bring in stones, lumber or brick to create a low border around their plot. Rebar that is no higher than your boards or bricks can be used to support them.
- 2.20 When you build a structure to support your vegetables or tomatoes, the structure is called a “trellis.” Consult your Garden Master before building any trellis or structure on your plot.
- 2.21 If a member is asked to take down or remove structures, or remove conflicting materials from their plot, they must do so in a timely manner under the direction of their Garden Master.

3.0 INHERITANCE & SUBDIVISION

- 3.1 No member may reassign, subdivide, or sublet their assigned plot to another person. No member may lease a plot from another member, inherit a plot from another member, nor may they transfer or exchange plots with another member. At no time shall a member take over, or assume responsibility for an unassigned plot. Members wishing to exchange plots with another member, or to be

assigned a specific vacant plot must notify their Garden Master in writing. Any such exchange or reassignment must be approved by the Garden Master Committee.

4.0 ASSISTANCE & COMMUNITY WORK COMMITMENT

- 4.1 Every member of the Garden shall physically do their own gardening throughout their period of membership, except in cases of temporary illness, or physical disability. Nothing in this rule shall prohibit the use of occasional helpers or hired laborers to assist in performing seasonal or excessively strenuous tasks, such as digging and turning the soil. Helpers and laborers **may not** be employed to perform monthly clean up obligations and must be familiar with the Garden's Rules and Regulations prior to entering the Garden.
- 4.2 Occasional helpers or laborers **shall not** work anywhere in the Garden except in the hiring member's own plot as provided for in Rule 4.1. When working in a member's plot, any helpers or laborers who are not members of the Garden must be accompanied and supervised at all times **by the hiring Garden member**.
- 4.3 Helpers or laborers who are not Garden members must conform to the Rules and Regulations herein. They shall have no special privileges or rights, such as sharing in, taking or harvesting community produce. **Further, they shall not have keys provided or loaned to them under any circumstances.**
- 4.4 If a member requires an extended absence from tending their plot for any reason, the absent member must contact their Garden Master soon as possible. Non-Garden members **shall not** be permitted to care for, or tend to a member's plot without specific permission from their assigned Garden Master.

5.0 STEALING AND THEFT

- 5.1 No member or guest shall pick or remove any plant, vine, tree, bush, flower, fruit, vegetable, tool, equipment, lumber, hose, earth or material of any kind **from another's plot without permission**. This is considered theft.

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 them.

Fruit trees are meant to be shared with the community, but are only harvested under the supervision of the Garden Masters. Members are encouraged **not** to pick fruit from these trees.

6.0 COMMUNITY PROPERTY

- 6.1 No member or guest shall loan, borrow or remove any community-owned tools, materials, equipment or other property from the Garden itself, except by specific permission of the Board or the Garden Masters Committee.
- 6.2 No member shall take more than the allotted share of community produce, fruit, flowers, supplies compost, manure, seeds or any other community goods except by specific permission of the Board or the Garden Masters Committee.
- 6.3 All community owned tools, equipment, wheelbarrows and carts shall be kept clean and returned to either the tool shed or designated area before sunset each day. Any member or guest who breaks a tool, hose, spigot or any other Garden property or equipment shall immediately bring it to the attention of their Garden Master. Where possible, members responsible for broken equipment are expected to help in its repair or replacement.
- 6.4. All community owned hoses shall be kept clean, shall not be crimped or kinked, and shall be coiled properly after each use on their appropriate holders. Water pressure in any hose shall be regulated at the spigot only. Nozzles, sprinklers, or sprayers which shut off the water at the end of the hose may not be used. Report all damage that cannot be repaired by basic means to your Garden Master as soon as possible.

7.0 TANGIBLE DONATIONS

- 7.1 All tangible items such as trees, plants, produce, seeds, flowers, tools or materials of any kind donated to the Garden shall become the exclusive property of the Garden and may not thereafter be claimed, controlled or removed by their donors, or by any other person.
- 7.2 All contributions of substance are tax deductible, to the fullest extent allowed, under both the California and Federal tax laws. However, contributions via services are not tax deductible. For any tax law questions, you are encouraged to consult your personal tax professional for advice.

8.0 PESTICIDES AND FERTILIZERS

- 8.1 No chemical pesticide, chemical fertilizer, or any other substance generally designated as “non-organic” shall be brought into, applied or used in the Garden. All biological methods of pest control, including plant-derived pesticides, “organic” fertilizers, blood meal, bone meal, fish emulsion, composts, and any other acceptable organic matter are the only forms of soil amendment allowed in the Garden.

9.0 GENERAL CONDUCT

- 9.1 The Board possesses full authority to regulate the behavior and conduct of all applicants, members, guests or other persons while on the premises of the Garden. Failure on the part of any member to conduct themselves in accordance with the Rules and Regulations or policies herein may result in the loss or refusal of their membership. Guests and others not in conformity with the Rules and Regulations or policies herein will not be permitted to remain on the premises.
- 9.2 Malicious behavior in any form is prohibited on the premises of the Garden. **Any member who disturbs the peace, engages in vandalism, malicious mischief, or who does malicious injury to any plants or crops may lose their membership immediately if determined to be found valid in a Board review of the matter.**

- 9.3 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 if determined to be found valid in a Board review of the matter.**
- 9.4 No member shall be in the Garden a half hour before dawn, or a half hour after dark.
- 9.5 Wattles Farm is a smoke-free environment and there is no smoking or vaping permitted at any time in the Garden. There is also no discarding of burning objects. [LAMC 57.4908.6 & LAMC 57.308.1.2, subject to fines up to \$1,000 and penalty assessments]
- 9.6 Wattles Farm does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, the appointment to and termination from its Board of Directors (and all posts herein), hiring and firing of contractors, selection of volunteers, selection of vendors, and any/all activities derived.

10.0 PAYMENT OF MEMBERSHIP DUES

- 10.1 Members have one month to pay their annual membership dues which are due by July 1st of each year. There is a 30 day grace period, then a 15% late fee will be added for any dues paid after July 31st. Members delinquent for more than one month will have their membership terminated and their plot reassigned. Special circumstances and hardship cases must be brought to the attention of their Garden Master.

11.0 PETS IN THE GARDEN

- 11.1 No pets are allowed in the Garden at any time.

12.0 GUESTS AND CHILDREN IN THE GARDEN

- 12.1 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 cause to another member's plot, whether accidental or not, and for any and all damage caused to another member's plot by any guests, helpers or children invited into the Garden.

Parents / members are responsible for the conduct and safety of their children, and for that of any other child or guest whom they bring or invite into the Garden. Parents / members shall be liable for any and all damages caused by their children or guests while on the premises. Children may not enter other plots and must remain in the immediate vicinity of their supervisors at all times. Children may not enter the avocado grove or wander throughout the Garden unaccompanied.

In the designated Children's Area, parents are responsible for the care and return of any toy being used, and general orderliness of the space provided.

- 12.2 The following rules shall be strictly enforced:
- a. No running in the Garden.
 - b. No climbing trees, posts, structures, gates or fences.
 - c. No riding in wheelbarrows, no riding bicycles, tricycles, skateboards or any other vehicles, carts or buggies.
 - d. No picking or handling of flowers, vegetables, plants or produce of any kind, except in the plot of their host or parent.
 - e. Guests and children may not handle, use, work or play with any tools, hoses or equipment in any area at any time except under direct supervision.
- 12.3 Indemnification: Each member shall indemnify and hold harmless for any injury, claimed or actual, occurring to any child or guest in the Garden, whether by invitation or not.
- 12.4 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.

13.0 MAILING ADDRESS

- 13.1 It is the responsibility of every member to maintain a means of contact with the Garden, whereby they can readily be contacted either by telephone, email, or by mail within a brief and reasonable period of time. Members should communicate a change of address or telephone number to their Garden Master. All current contact information is maintained by the Treasurer.

The main entrance (and unofficial address) of Wattles Farm is 1714 N. Curson Avenue, Los Angeles, CA 90046. The mailing address of the Garden shall be the address of the current President of the Board of Directors.

14.0 LOCKS AND SECURITY

- 14.1 No member shall loan or deliver the key to any of the locks used on Garden gates, the tool shed, or any other equipment storage to any person who is not a member of the Garden for any reason without expressed authorization. Every member shall upon entering and leaving the Garden, check to see that the gate is properly shut and the lock engaged. Missing or defective mechanisms must be reported to your Garden Master immediately.

15.0 WARNING AND TERMINATION NOTICES

REMEMBER!
GARDENERS MUST COMMUNICATE WITH
THEIR ASSIGNED GARDEN MASTER!

There are two types of Official Notices. They are as follows:

- 15.1 A Garden Master may, with the support of the Garden Master Committee, send an official 2-Week Warning Notice to any member in their section requesting communications, instructing a member to clean up, cultivate, weed, remove debris or perform any other action deemed necessary to bring that plot up to the standards set by the Garden Masters Committee. Failure to acknowledge and respond to an official 2-Week Warning Notice by the end of the 2nd week

period, commencing on the date the notice is documented, may result in the loss of membership. Garden Masters are permitted to send such notices by regular first class mail, email, or telephone to the member's contact information that is currently on file with the Treasurer. (See also Rules and Regulations Section 13.0 and 15.0)

15.2 TERMINATION NOTICE - With the authorization of the Board, a Garden Master may send an official Termination Notice to a member in their section for any of the following reasons:

- 1) Failure on the part of the member to respond to an official 2-Week Notice.
- 2) Failure to appear at two or more consecutive community clean up days, or failure to participate in community work on community clean up days.
- 3) Failure to maintain communications, update information, or notify the Garden Master of plans to have someone attending to the assigned plot for any length of time. Any temporary assistant or worker must have knowledge of the Garden's Rules and Regulations prior to entering the Garden. In addition, a Garden Master may send an official Termination Notice to a member in his or her section under the following conditions:
 - a) Garden Master possesses first-hand knowledge of willful, repeated, or negligent disregard of any of the Rules and Regulations of the Garden.
 - b) For any violation set forth in the Rules and Regulations that set forth the criteria for conduct, behavior and responsibilities as a member of the Garden.

An official Termination Notice may be sent by regular first-class mail or email to the member's contact information that is currently on file with the Treasurer. A member will have 5 days within which to file an appeal of the termination in order to contest the termination. Upon receipt of an appeal, the President of the Board shall call a meeting of the Board to hear the appeal. Afterwards, if a membership is terminated, the terminated member has 14 days from the date of expulsion in which to remove all personal property from their assigned plot and return their key. Throughout the

appeal process, the plot shall remain open and/or unassigned until the outcome of any appeal process is determined.

APPEALS

There are 2 steps to the appeal system. The first level is addressed by the Garden Masters Committee. Dependent upon the severity of the infraction, this appeal may bypass the Garden Masters Committee and be heard directly by the Board of Directors. After the member presents their case, the member will then be notified in writing of the Board's decision within 10 business days.

Should the Board vote to nullify or rescind the termination, the member shall be reinstated.

Probations may be specified by the Board upon completion of reinstatement to the Garden, dependent upon the cause of termination.

16.0 CARING & MAINTENANCE OF TREES (INCLUDING FRUIT TREES)

- 16.1 Every tree shall be numbered and tagged with weatherproof identification. No one shall remove or alter these tags for any reason. No one shall remove, plant or transplant any fruit tree for any reason without approval by the Garden Master Committee.
- 16.2 Every tree must be landscaped with a catch basin located at the drip line of the tree. The catch basin and the area around the tree shall be kept weed free at all times.
- 16.3 Flowers, shrubs, vines, vegetables or other plants are not to be planted or allowed to grow within the drip line of the trees.

- 16.4 All trees shall be cared for and maintained only by the Garden member to whom they have been officially assigned, or by such persons as the Garden Master Committee may designate. Harvesting and distributing of any fruit is under the direction of the Garden Master Committee.
- 16.5 Harvested fruit shall be shared by placing the fruit in a wheelbarrow near the shed for distribution to the general membership. At no time shall any fruit grown in the Garden be sold. Signs located at each gate shall advise members of a current harvest available.

17.0 RULES FOR COMPOST

- 17.1 All materials deposited in the compost production area shall be clean and free of non-compostable materials, including plastic and bags, ties, cups, pony packs, netting, lumber, screws, nails, wire, tools, metal objects, bottles, cans, string, twine, rose canes, rose cuttings, concrete, rocks, dirt or any other item which cannot be described as organic green waste material.
- 17.2 All woody hard waste is to be 3" in diameter or less and should also be approximately 3' in length for composting.
- 17.3 Non-woody (green waste) materials deposited in the compost production area shall be pre-reduced to a dimension of 12" in length to facilitate the shredding process.
- 17.4 No materials from outside the garden shall be placed in the compost production area without prior arrangement and approval of the committee chairman. You may use materials from outside the garden in your own compost bin (See Rules and Regulations Section 2.6). This includes, but is not limited to, table scraps, grass clippings, leaves, fronds, dirt, coffee grinds or other waste not produced within the boundaries of the Garden.
- 17.5 No one shall appropriate any materials from the compost production area. This includes, but is not limited to, manure, lumber, wire, raw materials, tools, working or completed compost. (See Rules & Regulations Section 6.0)

ADDITIONAL COMMITTEES

Membership in any of the following committees will be credited toward community service. All members are eligible for an available position on a Committee. To participate in any of the following Committees, please reach out to a Garden Master or Committee member for more information.

Webmaster Committee

The Webmaster Committee is responsible for maintaining and updating the Garden's social content and website. Updates, as approved by the Board, should be completed in a timely manner to benefit the Garden membership as well as online viewers. Additionally, the webmaster sends out mass email communications to members regarding Garden events, business, and other pertinent information as needed. Translation services to all members of the Garden shall be a part of the function of this Committee.

Applicant Supervisor Committee

There shall be at least 2 members assigned to the position of Applicant Supervisor who maintain communication with our diverse body of applicants. This Committee is responsible for the initial indoctrination and orientation, and assists new members until they receive an assigned plot in the Garden. Translation services to all members of the Garden shall be a part of the function of this Committee.

Plumbing Committee

This Committee is responsible for ensuring the continued operation and repair of the network of pipes that covers the Garden to supply water to plots and community areas. When necessary, water may be temporarily turned off, and signs posted that repairs are in progress.

Construction / Maintenance Committee

This Committee is responsible for the upkeep and construction of all new and existing structures within the Garden, at the direction of the Board of Directors.

Tree Committees

Tree Committees, at the direction of the Board and Garden Master's Committee, are to oversee and regulate the care and maintenance of all trees, including fruit bearing trees in the Garden.

Compost Committee

This committee usually consists of 5 to 6 members. It is responsible for managing the green waste generated in the garden. The Committee arranges for manure, grinds the collected plant materials, and builds and maintains the compost piles. The finished compost that is produced is distributed to community areas, as determined by the Committee.

Memorial Garden Committee

This Committee is responsible for the ongoing maintenance and upkeep in the Memorial Gardens.

Herb Garden Committee

The Herb Garden Committee consists of 3 or more members who are responsible for planting and maintaining the Herb Garden. The many varieties of herbs are available for Garden members to pick. This is the only area of the Garden where this is permitted.

Rose Garden Committee

This Committee is responsible for the ongoing maintenance and upkeep in the Rose Garden and any plantings contained within.

Grape Vine Committee

This Committee is responsible for the ongoing maintenance and upkeep of the grape vines in community areas only.

Beekeepers (Apiarists) Committee

This Committee usually consists of 5 to 6 members and is responsible for the Garden's bee hive health and well-being. At the time of harvesting of the honey, Committee members are responsible for bottling the honey production. Distribution of honey is at the direction of the Garden Master Committee.

GENERAL INFORMATION AND POLICIES

Refunds

Currently, a new member pays an entrance fee, annual fee, key deposit, and a manual fee. Within the first 90 days, if it is determined by either the member, or the Garden Master that the membership should not continue, provided no work was performed in the garden, a new member may receive a full refund of the annual fee, less manual fees. Garden policy states that there is no refund of the entrance fee once paid. No refunds of the annual fee will be made unless the key is returned.

Security

History has shown that if any of the gates to the Garden are left open, anyone can and will come in, often helping themselves to the rewards of your garden. Gates are kept closed and locked at all times, when entering as well as leaving the Garden.

An enormous part of security is simply being aware of who is in the garden. Get to know the people with plots in your area of the garden.

Wattles Farm is a members only community. Any person asking to enter to look around is not permitted. At no time should a non-member be allowed to walk through or tour the garden without supervision by an existing member or Garden Master.

Tools

The Garden has purchased tools, hoses and various other garden equipment. Each individual member is responsible for bringing their own hand tools. Various spray and drip nozzles can be used with the exception of stop-nozzles, which may damage the hoses. (See Rules and Regulations, Section 6.3 and 6.4)

Trash

Dumpsters are available, however all compostable material should be placed in the designated compost area, according to the posted notices, and not in the dumpsters. If you are unclear about the difference between trash and

compost, see a Garden Master. Remember, all invasive plants being cleaned from the Garden (i.e. grasses and weeds) are not compostable; they along with any wood showing signs of termite damage should be placed in the Green dumpster, and not in the compost pile.

Basic Safety Precautions

WARNING: Garden tools can be dangerous! Do not leave them in the pathways, or where someone may trip on them. Rakes, hoes and shovels should be pointed down when not in use. Hoses should always be rolled up off pathways and coiled around the t-brace next to the faucet. Watch where you put the hose when watering. It is easy to trip or fall over a hose on a muddy pathway. Don't let water run into other people's gardens, or pathways, and never let a hose run unattended. Be alert working in your garden. Accidents can and do happen, and the garden carries no accident or disability insurance, so please protect yourself from harm.

No member of the Garden is allowed, or permitted to operate or use the Garden's chainsaw, compost engine, any power tools or machetes without first receiving permission from a Garden Master. No exceptions. Use of personal tools are the responsibility of individual members.

Minor Injuries

Two first-aid kits for minor injuries are available. The first is located in the main tool shed just inside the entrance, while a second kit is located at the back of the bulletin board near the North gate. Familiarize yourself with these locations as you may need to access one of them in a hurry. These are the only Community First Aid Kits, please take good care of them, and please report to your Garden Master if additional supplies are needed.

Serious Injuries

The hospital nearest to the Garden is:
Cedar-Sinai Hospital
8700 Beverly Boulevard
Los Angeles, CA 90048
(Beverly Blvd. at San Vicente Blvd.)

Phone: (310) 423-3277

SUGGESTED GARDENING INFORMATION

Soil Preparation

The best thing you can do for your garden is to work the upper two feet of the soil to make it loose and penetrable by roots and water. This is best done by “double-digging” the soil. That is, first dig a trench a foot deep, piling the soil in a ridge next to the trench. Then dig another foot down. With the soil from each subsequent trench, fill the trench produced by digging the previous row. When you get to the last row, fill it with the soil from the first trench.

In order to modify the texture of your garden soil, add compost, straw or perlite before filling in each trench. If you are also adding fertilizer, this is the time to do so. In the end, you have two feet of well worked soil which is ready for planting. After this point, the less you walk on the soil the better as walking on it packs the soil down, undoing all the hard work you’ve invested in digging the soil. Do not water at this time as watering will also pack it down. You want the soil dry, light and airy.

Building raised beds has many advantages. Control of soil quality, serviceability, the ability to protect from rodents, and ease of watering are all benefits of this method.

Grading

When you have finished digging the soil, you must level the bed or plot. The Garden is on a steep grade, which causes problems of run-off and erosion. The only way to garden on such a slope is to grade the soil, that is, make a terrace out of the entire plot, or terrace successive beds within the plot. Plants will not grow evenly, nor will water be evenly distributed, on soil that is not level. The water, soil, or both will end up on the path or in your neighbors plot.

Planting

Your soil is now ready for planting. We recommend planting directly from seed, or growing your own seedlings at home. The reason for this is that growing from seed helps to avoid diseases originating in the nursery. The plants will be more hardy and better adapted to our microclimate. If you do

choose to purchase seedlings from a nursery, do your best to choose healthy looking, uninfected and uninfested plants. For example, plants that come from the nursery already infested with aphids are already compromised. They are more likely to develop problem infestations than clean plants. Examine the underside of leaves of nursery plants for aphids and other pests; reject those that are not in near-perfect condition.

Seeding

Follow the directions for planting provided on the seed packets. There are many sources online and throughout Los Angeles for you to explore.

Watering Seeds

Next, give the plot a thorough misting, the finest spray with water for no more than 15 minutes. Never use heavy mist as you will wash out the seeds. Keep soil moist by use of mulch until seeds germinate (sprout) and become established.

During times of water conservation, seeds can be watered in the manner described above every 3rd day.

Watering Established Plants

Established plants require watering from once a week, to once or twice a month, depending on individual plant requirements and weather conditions. The deeper the roots of a plant, the deeper the watering it needs. Lettuce and other more shallow rooted plants need more frequent, but more shallow watering.

California has had serious water shortages over the years. We should always look at our water consumption and think of ways to conserve. We have all been informed about water usage reduction by our State and County authorities.

Here are a few guidelines for conserving water:

1. Amend your soil with compost digging in a 1" - 3" layer.
2. Mulch soil with surface layer (1" - 3") of straw or other organic materials.

3. Avoid overhead spray watering. Deep water only when necessary. Do not overwater. Check soil for moisture at six-inch depth before watering.
4. Shallow-rooted plants need to be watered more often in hot weather. Shallow-watering (or, lazy watering) causes roots to turn back toward the surface searching for water. This results in the plant flowering early and going to seed (called bolting) and you have no harvest.
5. Shade protection can also prohibit the burning of seedlings.

Transplanting Seedlings

The few minutes spent transplanting seedlings (whether home-grown, hotbed-grown, nursery-grown, or from thinning) are the most important minutes in the life of the plant. Try to do it on a cloudy, cool day when the shock will be small. Otherwise, do it in the late afternoon. An hour, or two before transplanting, water the seedlings. Plant seedlings at the same level as in hotbeds or flats, except for tomatoes, which should be stripped of all but the top 4-5 leaves and then planted to the level of the bottom remaining leaf. Make sure soil is firm, but not packed around the roots. Water well and shade (e.g., with newspaper teepees) for up to a week.

Cultivating

Use a cultivating tool to loosen the soil in your beds down to a depth of about 2". Don't go too close to the roots, especially of tomatoes and other shallow-rooted plants. Cultivate a day or two after watering and whenever a soil crust forms on the surface.

Fertilizing

No chemical fertilizers of any kind are allowed. Chemical fertilizers kill earthworms, microbes, and the earth. Compost keeps soil and plants healthy. Healthy plants are least susceptible to disease. Other organic fertilizers you can add to your soil include worm castings, bone meal, blood meal, and wood ash from your fireplace. Every plant has different needs. Phosphorus strengthens stems and roots and encourages fruiting. The most concentrated organic sources are wood ash and rock phosphate. Phosphorus is the nutrient you should be least concerned about at the Garden, as our soil naturally contains decomposed granite, which is also a good source of phosphorus.

Gardening Organically

Wattles is an organic garden. Only gardening practices that are beneficial to the Earth, as well as to your plants, may be used in your plot. Gardening organically requires fertilizing without chemical fertilizers and controlling pests without the use of chemical poisons. If you are ever unsure about a product you are considering, ask your Garden Master first.

Ideal organic gardening is all about balance. Good healthy soil is a balance between fine rock particles (clay and sand) and decayed or decaying organic matter (humus). You should aim to build the soil and achieve that balance. As the enriched soil breaks down, it slowly releases nutrients to the plants. Potassium is needed for healthy stems and seeds and improves disease resistance, and bone meal is a readily available, concentrated source.

Soil Composition

Essential to gardening organically is the regular addition of organic material. Healthy soil is a mixture of microorganisms which break down mineral, plant and animal materials into smaller particles and make these available to plants.

Soil that is composed predominantly of larger round or angular particles feels gritty to the touch, and is known as sandy soil. Sandy soil drains well, but it also does not hold water or nutrients very well. The opposite type of soil is clay-like, that is, it is composed of extremely fine particles which pack so densely with one another that the soil does not drain well or allow roots and nutrients to penetrate it with ease. It is smooth to the touch, and remains wet for a long time. But, when it dries, it becomes very hard. Between the two extremes is a loamy soil. It holds moisture and nutrients well, without retaining too much moisture or becoming too densely packed. It is the ideal soil for gardening.

Whatever the composition of your soil, it will benefit from the addition of organic matter, which is the decayed remains of living plant or animal manures. In sandy soils, it helps to retain moisture; in clay-like soils it maintains space between the fine grains of soil. Thus, it increases the productivity of your soil and encourages healthy root growth.

Compost is the best soil amendment. Work it into the soil as you transplant seedlings into the garden, or use it as a mulch around plants. Other materials that improve soil structure include peat moss, straw or decomposed leaves. State agricultural agents recommend that you do not use nitrohumus, or sewage sludge, as it contains excessive levels of heavy metals. Keep in mind that uncomposted materials, like raw straw, will initially require soil nitrogen to break down, so additional nitrogen should be added.

Pest Control

In general, garden pests are easily controlled without the use of chemical pesticides, and again, pesticides are strictly forbidden here at Wattles Farm. Keep your garden free of weeds, which often encourage garden pests. Keep your soil lightly cultivated, as this disrupts the life cycles of many soil borne insects. Physically inspect your plants. In gardens the size of ours, many insect infestations can be controlled simply by crushing or removing the offending creatures. For example, a major infestation of aphids can be prevented by the simple removal of the few aphids that first attack a plant.

Some organic pesticides are available and effective. Insecticidal soap, such as Safer's Soap or diluted household soap (not detergents, such as Dawn or Ivory) can be sprayed on plants and is effective against soft-body insects such as aphids and mites. Looper worms can be controlled with products containing bacillus thuringiensis (BT), a microorganism that interferes with cabbage worm digestion. Ants can be repelled with cayenne pepper. Flea beetles, which make tiny gunshot-like holes in young plants, can be controlled by regularly spraying plants with water in which several cloves of crushed garlic have been steeped. Snails are also easily controlled by keeping your garden clean and denying snails places to hide in the day. Look under boards and crush those that you find. Leave their bodies in the garden, as they will repel other snails. None of these methods of insect control are harmful to birds, plants, or beneficial insects such as worms, ladybugs, etc.

If you are having problems with a garden pest, ask neighboring gardeners, or your Garden Master for advice. Always look to organic nurseries for best advice. Not all bugs are bad. Ladybugs, lacewings, flies, praying mantises, trichogramma wasps and others actually eat the bad bugs. A well-balanced insect population is the sign of a healthy garden.

Mulching

All garden plots at Wattles Farm should be mulched. This is particularly true in the summer. Mulching offers several benefits to gardeners. Foremost, mulching conserves water. Once your garden is well mulched, water less. Check your soil before watering. A well mulched garden may need to be watered as little as once a week, even in the summer. Mulching also keeps your soil from becoming hard. Even surface soil will remain soft without cultivating when covered with mulch. Additionally, weeds are much easier to control in a mulched garden. Weeds pushing through the mulch will have weak root systems and will be easy to pull, and there will be fewer weeds overall. Several materials make good mulch, including compost. Straw or hay make excellent mulches. Straw costs much less. Wood chips can also be used as a mulch.

Cover your entire garden to a depth of one to four inches. When you want to plant seeds or seedlings, just pull the mulch aside to dig a hole and plant. Do not force seedlings to push up through the mulch; they will have weak roots. Keep basins around your established plants and mulch the basins, too. Water right through the mulch. When the mulch breaks down, you can just dig it into the soil. Add some extra nitrogen (such as blood meal or cottonseed meal) to the soil when you dig in the mulch to maintain your soil's nitrogen-carbon balance.

Mulching doesn't make the most attractive gardens, but it does make them healthier, easier to maintain, and more ecologically responsible in our dry climate.

NEW MEMBERS NOTES

EXHIBIT C
Sample Performance Report Questionnaire



City of Los Angeles Department of Recreation and Parks
Partnership Section

ANNUAL PERFORMANCE REPORT

ORGANIZATION NAME: _____

ADDRESS: _____

CONTACT NAME: _____ **PHONE NUMBER:** _____

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required Annual Performance Report, please provide responses to the following questions (if applicable) regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary.

Please send the completed Report to the Partnership Section at rap.partnerships@lacity.org, with "Annual Performance Report – *organization name*" on the subject line. You may contact Partnership Section staff at (213) 202-5600, should you have any questions.

A. PROGRAM

1. Describe the program and/or service(s) offered.
2. What are the hours of operation/sessions for the facility?
3. How many participants were enrolled during the performance period?
4. How many of the enrolled participants are from the community (within a 5-mile radius)?
5. How many employees does the organization have?
6. How many volunteers does the organization have?
7. Are any of the staff specialized, licensed, certified, or extraordinarily experienced in a specific field? Please explain briefly.
8. Is the organization able to accommodate participants who have special needs?
 - If so, what needs can be met?
 - Do any of the current, enrolled participants have special needs?
9. List the achievements and/or challenges that occurred during this performance period.
10. Please provide a copy of the schedule of events and activities that occurred during the performance period.

B. FINANCIAL

1. Provide the schedule of rates and fees for the public programs and services offered.
2. Did the rates/fees increase during this performance period?
3. Please provide a performance period Profit and Loss Report.
4. Please provide the Annual Budget for the upcoming performance period (fiscal year).
5. Please provide a copy of the organization's IRS most recent 990 form filed with the Internal Revenue Service (IRS).

Partnership Section
Annual Performance Report

C. OUTREACH

1. Did the organization operate at full capacity during this review period?
2. Does the organization have a waiting list?
 - Are potential participants charged a fee to be added to the waiting list?
 - What is the organization's method for choosing an individual from the waiting list to fill an available spot?
3. What effort did the organization make during this review period to recruit new participants?
4. Does the organization collect demographic information from the participants?
5. Does the organization survey participants about the program?

D. SAFETY COMPLIANCE

1. Are the organization's employees and volunteers fingerprinted under a Department of Justice background check?
2. What is the ratio of staff to participants?
 - Does this ratio satisfy applicable requirements for supervision and safety under industry regulations/guidelines?
3. Does all of the equipment and instructional supplies adhere to the appropriate safety specifications and requirements under standard industry guidelines and/or regulations?

E. ORGANIZATION COMPLIANCE

1. Is the organization in good legal standing as a nonprofit organization?
2. Does the organization sub-let any space to another entity?
3. Has the organization received any complaints?
 - If so, please describe the situation and how it was addressed/resolved.
4. Were any improvements or repairs to the facility performed by the organization or RAP? Please list the date(s) and name(s) of the entities involved, including RAP staff.
5. Does the organization have any staff or volunteer comments/issues/requests that the organization would like to discuss with RAP?

REQUIRED ATTACHMENTS (as applicable)

1. Annual Profit & Loss Report
2. Annual Schedule of Events and Activities
3. Program Handbook
4. Annual Budget for Upcoming Fiscal Year
5. Copy of IRS 990 form
6. Copies of:
 - Waiting List
 - Demographic Information (if applicable)
 - Annual Surveys of Participants
 - Marketing Materials
 - Insurance Confirmation Number (from Risk Management website)
 - Proof of 501(c)(3) status

Thank you for your cooperation in completing this process.

Revised April 2020

EXHIBIT D Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Clear Form

Required Insurance and Minimum Limits

Name: Wattles Farm and Neighborhood Gardeners, Inc. Date: 02/02/2024

Agreement/Reference: Operation and Maintenance, The Wattles Farm 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 (WC) and Employer's Liability (EL)	
WC <u>Statutory</u> EL <u>1,000,000</u>	
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured party</u>	5,000,000
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input checked="" type="checkbox"/> Fire Legal Liability <u>500,000</u> <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period _____	
<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"/> _____	
<input type="checkbox"/> _____	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
<input type="checkbox"/> Crime Insurance	

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

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

EXHIBIT E
Standard Provisions for City Contracts (Rev. 9/22)[v.1]

TO BE ATTACHED SEPARATELY

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.
FOR
THE OPERATION AND MAINTENANCE OF THE
WATTLES FARM COMMUNITY GARDEN**

This AGREEMENT ("AGREEMENT") is entered into this 27th day of June, 2013, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Wattles Farm and Neighborhood Gardeners, Inc., a California 501C(3) non-profit corporation within the City of Los Angeles ("ORGANIZATION") for the operation and maintenance of the Wattles Farm Community Garden located at 1824 North Curson Avenue, Los Angeles, CA 90046 ("PROPERTY") with reference to and based upon the following. CITY and ORGANIZATION may be referred to herein collectively as "PARTIES".

This AGREEMENT applies to the property described herein and any buildings, structures and other improvements that currently exist or are affixed to the PROPERTY, including the following components: (a) all pedestrian paths within the PROPERTY; (b) all fixtures within the PROPERTY; and (c) all components of any plumbing, lighting, heating, security and electrical systems within the PROPERTY under CITY's jurisdiction, as defined by the legal description and/or site map attached hereto as Exhibit-A, for the purposes included in Section 6 of this AGREEMENT ("Permitted Uses") and if necessary, more fully described on the Permitted Uses Sheet attached hereto as Exhibit-B. Authorized use of the PROPERTY shall also be performed, if applicable, in compliance with the agreed-upon requirements ("Performance Requirements") included on the Performance Requirements Sheet attached hereto as Exhibit-C.

1. **Grant of License**. In consideration of the anticipated benefits to the public, and the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION this AGREEMENT authorizing use of the PROPERTY for the Permitted Uses set forth below, and if applicable, in compliance with the Performance Requirements attached hereto as Exhibit-C. This AGREEMENT is granted to ORGANIZATION, who is obligated and agrees to be solely responsible for certain costs associated with the operation and maintenance of the PROPERTY, also set forth below.
2. **Term**. 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 ("Performance Reviews") conducted by the Department of Recreation and Parks ("DEPARTMENT"), to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT. Continuance of CITY's collaboration with ORGANIZATION shall

be contingent upon a favorable Performance Review, which shall include (i) an evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT; (ii) fulfillment of ORGANIZATION's operational obligations under this AGREEMENT, including the provision of programs and/or services performed under the Permitted Uses specified herein as Exhibit-B; and, (iii) completion of all Performance Requirements included herein as Exhibit-C (if applicable).

- a. PARTIES, throughout the TERM of this AGREEMENT, mutually agree to a series of yearly Performance Reviews. CITY's approval to continue said collaborative relationship shall be based solely on its findings obtained through the Performance Review process, which may include interviews with DEPARTMENT's operations and maintenance staff at the PROPERTY, if any.
 - b. This AGREEMENT shall take effect on the date set forth above. The AGREEMENT shall end upon the expiration of the TERM of this AGREEMENT, or the earlier of (i) a written termination notice from CITY to ORGANIZATION, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable Performance Review of ORGANIZATION's performance or termination for cause during the TERM; or, (ii) the date that ORGANIZATION ceases to operate at the PROPERTY; or, (iii) ORGANIZATION implements the general termination provision described herein.
 - c. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the "Permitted Uses" or fails to comply with the agreed upon 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 PROPERTY, or for reason beyond ORGANIZATION's control.
3. **Annual Performance Reviews.** Every year during the TERM of this AGREEMENT, for purposes of completing the yearly Performance Review process, ORGANIZATION shall submit to CITY during the period between June 5th through July 5th of each year, an annual performance or programmatic report ("Performance Report") using the criteria attached hereto as Exhibit-D, which shall be incorporated herein by reference. CITY shall conduct such Performance Reviews annually and based on CITY's findings, shall determine if CITY wishes to continue its collaborative relationship with ORGANIZATION through this AGREEMENT. CITY shall not unreasonably withhold its determination. The Annual Performance Reviews may also include, but not be limited to, other matters requiring CITY's approval, such as

compliance with the terms and conditions of this AGREEMENT, adequacy of ORGANIZATION's funding, ORGANIZATION's operation and maintenance of the PROPERTY, public's participation in ORGANIZATION's programs, and ORGANIZATION's cooperation with CITY staff. ORGANIZATION shall provide such additional information as CITY may reasonably request.

4. **Access to the Property.** ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY 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 PROPERTY for purposes of fulfilling normal duties or in the case of emergencies. Prior notice will be given to ORGANIZATION when feasible. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY.
5. **Days and Periods of Use.** ORGANIZATION shall be entitled to use the PROPERTY to operate and maintain a community garden for public programs and services, recreational uses and other agreed upon uses related to the operation and maintenance of a community garden during days and times stated here:

Sunrise to sunset daily for the operation and maintenance of a community garden. 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")

6. **Permitted Uses.** The PROPERTY shall be used as a community garden with individual garden plots assigned by ORGANIZATION in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants for non-commercial purposes, and in accordance with the DEPARTMENT's Community Operated Open Space Policy and guidelines set forth below. Further detail regarding permitted uses is provided in Exhibit-B (Permitted Uses Sheet) of this AGREEMENT.
 - a. PROPERTY 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. ORGANIZATION shall ensure that, employee or volunteer, is appropriately evaluated pursuant to CITY normal background check procedures for RAP volunteers.
 - c. No commercial activity will be allowed on the PROPERTY.

- d. No products grown or cultivated on the site may be sold or used for for-profit commercial purposes.
 - e. PROPERTY shall not be permitted to be used for organized sports, public event space, or paid parking.
 - f. ORGANIZATION may seek to expand and/or change the scope of Permitted Uses with CITY's prior written consent through an amendment to this AGREEMENT, subject to approval by the Board of Recreation and Park Commissioners ("BOARD")
 - g. 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 the DEPARTMENT prior to photographs being taken.
7. **Parking.** During the TERM of this AGREEMENT and during Permitted Times specified above in Section 5 of this AGREEMENT, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, may not use parking at the property or any adjacent CITY property. Only street parking is allowed, subject to the Department of Transportation regulations. Ancillary parking is permitted.
8. **Maintenance and Repair of Property.** 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 PROPERTY:
- a. Pursuant to the mutual AGREEMENT of PARTIES, ORGANIZATION shall operate and maintain the PROPERTY efficiently and economically at its sole cost and expense, shall perform the functions of daily maintenance and/or repair of the PROPERTY, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.
 - b. ORGANIZATION, at its sole cost and expense, shall perform or cause to be performed all necessary maintenance and repair of PROPERTY improvements, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
 - c. ORGANIZATION shall punctually pay or cause to be paid, all of the obligations incurred in connection with the maintenance and repair of the PROPERTY. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PROPERTY.

9. **Consideration.** The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PROPERTY, shall be ORGANIZATION's provision of gardening-associated recreational activity, programming and services, and maintenance and/or repair of the PROPERTY, at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with DEPARTMENT policies for recreation and/or park purposes, together with the attendant benefits to the People of the City of Los Angeles. Additionally, ORGANIZATION's use of PROPERTY shall be subject to certain cost recovery fees described below. Such fees are subject to change with prior notice to ORGANIZATION.
- a. Accordance with the Departments Policy on Community Operated Open Space (No. 11-121), during the TERM of AGREEMENT, ORGANIZATION shall pay an annual Use Fee to CITY of \$500.00. The PROPERTY contains 172 garden plots as illustrated in Exhibit-A of this AGREEMENT. Payment shall be made by ORGANIZATION in a lump sum between July 1 and July 15 of each current year. CITY at its discretion may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of the annual charge regardless of written notification which is not required. Payments must be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks."
 - b. Utilities. Pursuant to DEPARTMENT policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on October 2, 2002 (Report No. 02-349), the cost of utility services to the PROPERTY, such as electricity, gas, water, telephone, and cable. Such utility expenses shall be paid directly by ORGANIZATION to utility service provider(s). CITY shall bear no costs in regard to utility services.
 - c. Trash and solid waste disposal, shall be the sole responsibility of ORGANIZATION. Removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION. CITY shall bear no costs in regards to the disposal and /or removal of solid waste.
10. **Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. ORGANIZATION 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 ORGANIZATION.

Changes to garden plot layout and configuration, and changes to garden paths are not alternations, 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.

11. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, ORGANIZATION 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 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, ORGANIZATION 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, ORGANIZATION may be assessed an administrative fee to be determined by DEPARTMENT, 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 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, ORGANIZATION 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. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
 - g. ORGANIZATION 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. ORGANIZATION shall submit approved plans and specifications for final approval to:

Superintendent, Planning, Development and Maintenance Branch
City of Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, Suite 100
Los Angeles, CA 90012

- i. Upon receipt of final approval, commence construction in coordination with CITY staff.
12. **Insurance.** Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including from perils such as fire, vandalism and malicious mischief.
- a. ORGANIZATION 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 ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION 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, ORGANIZATION 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 ORGANIZATION.

- d. ORGANIZATION'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; ORGANIZATION 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 ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

13. **Indemnification.** Except for the active negligence or willful misconduct of CITY, ORGANIZATION 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 ORGANIZATION'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 ORGANIZATION 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 on the PROPERTY because of ORGANIZATION's active negligence or willful misconduct. ORGANIZATION agrees that any third party working or providing services within the PROPERTY 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 ORGANIZATION, excepting the active negligence or willful misconduct of ORGANIZATION.

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

15. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use PROPERTY 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 PROPERTY. 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 ORGANIZATION 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 PROPERTY.

16. **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 PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, 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 PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, 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 organization 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 ORGANIZATION, 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.

ORGANIZATION 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 Recreation and Parks"

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

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

18. **Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION 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 PROPERTY as specified herein. ORGANIZATION'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.
19. **Breach or Default by ORGANIZATION – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by ORGANIZATION, 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 ORGANIZATION, and if ORGANIZATION 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 ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PROPERTY 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 ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY 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.
20. **Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION:

Wattles Farm and Neighborhood Gardeners, Inc.
c/o Toby Leaman
1943 Monon Street, Los Angeles, CA 90027
Tel: (323) 663-7441; Cell: (323) 459-5451

21. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City controlled properties as film locations when appropriate. DEPARTMENT has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at PROPERTY shall be subject to approval by DEPARTMENT and the Film Office. All fees for use of park property by film production companies, including PROPERTY, shall be established and collected by the Film Office in accordance with City and DEPARTMENT policies. The Park Film Office may be reached at (323) 644-6220.
22. **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.
23. **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 organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION 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 ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
24. **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)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

25. **Approval of Sub-agreements.** Any operations concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-agreement affecting the PROPERTY shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and entities intended to provide programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.
26. **Termination.** In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced 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, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment, and peacefully surrender the PROPERTY to CITY within ninety (90) calendar days of receiving written notice of termination.

[Signature Page to Follow]

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

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

Wattles Farm and Neighborhood Gardeners, a California 501(c) 3 Non-profit corporation

By: [Signature]
President

By: [Signature]

By: [Signature]
Secretary

Title: President

Date: June 27, 2013

By: [Signature]

Title: Secretary Vice President

Date: 18 June 2013

APPROVED AS TO FORM:
CARMEN A. TRUTANICH,
City Attorney

By: [Signature]
Deputy City Attorney



ATTESTED:
JUNE LAGMAY, City Clerk

By: [Signature]

Title: DEPUTY CLERK

Date: 06-28-2013

City Contract No.: C-122455

Exhibit A
Site Map

Wattles Farm
1824 North Curson Ave., Los Angeles, CA 90046

The PERMIT AREA authorized for the operation and maintenance of the Wattles Farms Community Garden by PERMITTEE, is illustrated below within the red lines and yellow highlighted area.



EXHIBIT-B
Permitted Uses Sheet

The Property shall be used for public programs and services, recreational uses and functions, and other agreed upon uses related to or incidental to park and recreational purposes found at CITY community garden sites. ORGANIZATION shall operate and maintain the Property efficiently and economically, at its sole cost and expense, and shall cooperate with CITY to that end.

The following are the Permitted Uses under this AGREEMENT:

Description of Authorized Use of Property:

The Property shall be used as a community garden. Individuals will be allowed to use the property for growing food, flowers, and ornamental plants. The public will be allowed access for tours of the garden. The Property shall not be permitted to be used for organized sports, as a public event space, or as a dog park. There is no parking lot on site. Ancillary parking is permitted. No commercial activity will be allowed on the Property. No products grown or cultivated on the site may be sold or used for for-profit commercial purposes.

Description of Programs and Services:

ORGANIZATION operating the Property as a community garden shall provide and charge annual member dues individual garden plots and have rules and guidelines that extend the gardening experience to as many people as possible. The organization shall have, for the orderly operation of the community garden, policies relative to the assignment of vacant garden plots, regulations for the maintenance of individual garden plots and common areas, planting and watering guidelines, and basic rules regarding the conduct of members and guests.

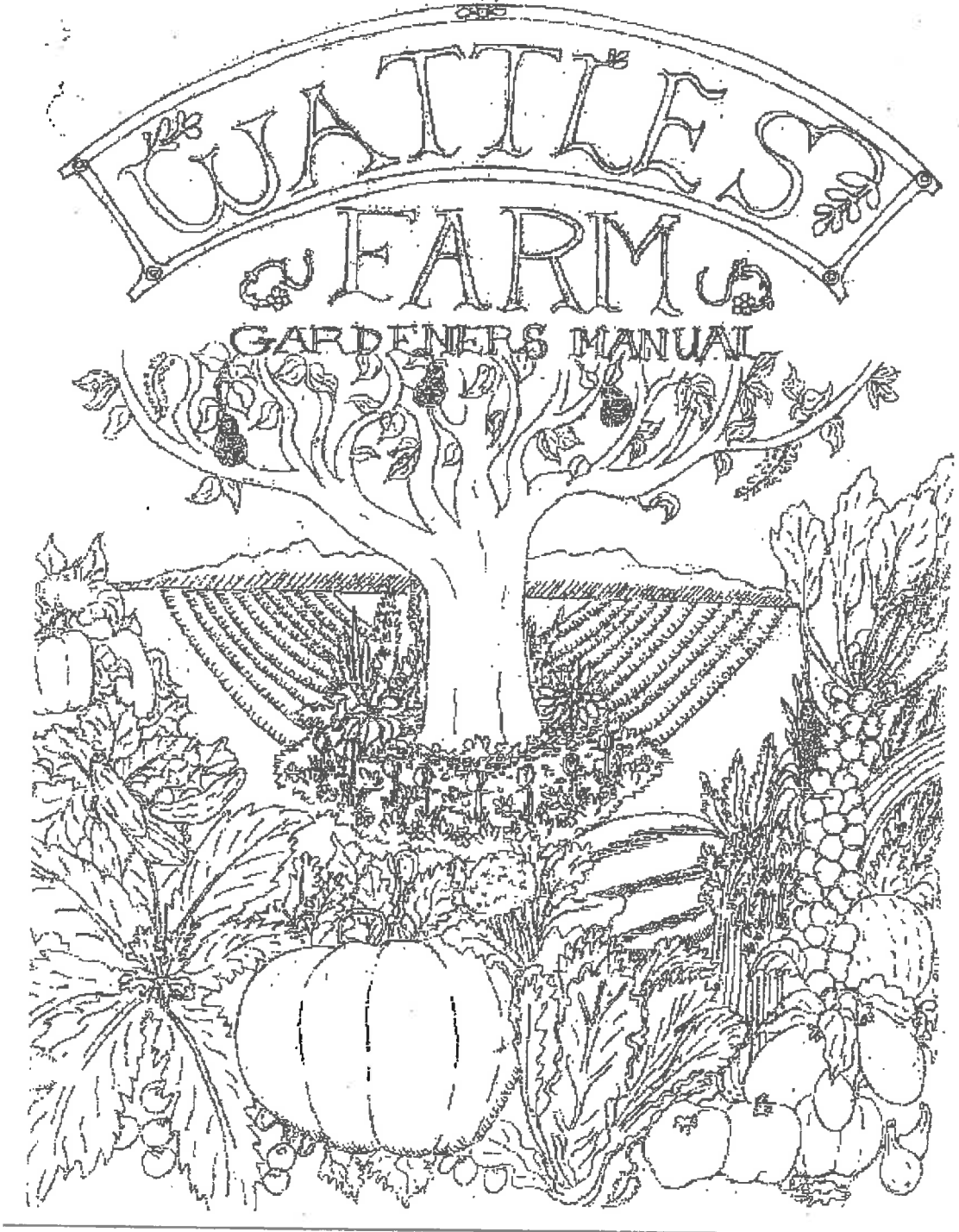
1. ORGANIZATION policies and guidelines are attached as part of Exhibit B.
2. Plot assignments are assigned to prospective new members on the current waiting list. 1 Plot per residence address/family.

Description of Maintenance Responsibilities:

To Be Performed By ORGANIZATION, as Described Below:

1. Maintenance of pedestrian paths, common walkways and other shared areas.
2. Pick up and disposal of trash and debris by a contracted vendor at ORGANIZATIONS expense.
3. Composting of green waste generated at property.
4. Trimming of trees and bushes within the property.
5. Irrigation of plants on land outside assigned individual garden plots.
6. Cleaning and repair of pavements, if any.
7. Maintenance and repair of fixtures within the property.
8. Maintenance and repair of irrigation systems, if any, within the property.

CITY shall perform no maintenance including trash removal.



WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.

GARDENERS' MANUAL

Written and compiled by members of the
Board of Directors of Wattles Farm
Located at the corner of Franklin and Sierra Bonita
5th Edition, January 1994

Wattles Farm Gardeners' Manual

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APPENDIX:

Dear New Wattles Farm Member(s),

WELCOME TO WATTLES FARM! You are now a part of a thriving community garden.

Gardening in surroundings as beautiful as our community garden is a privilege and we are happy to share that privilege with you. There is something very special about these 4.2 acres, and everyone, even visitors can feel it.

It is hard to imagine, but the thriving and vital community garden that you see today was once an abandoned field of weeds. It was a cooperative effort on the part of the original 14 members that transformed it. Now more than ever, **COOPERATION** is even more important to the continuing success of our community garden.

We cooperate with nature. **WE ARE AN ORGANIC GARDEN.** We do not use any chemicals or fertilizers to grow healthy and abundant crops.

We cooperate with each other. **WE ARE A COMMUNITY GARDEN.** There are no paid members here. Members of The Board of Directors and The Gardenmasters Committee volunteer their services because they care about the garden. However, it takes **ALL** of the members to pitch in and help maintain the garden. Your **COMMITMENT** to help is essential to ensure that Wattles prospers.

Please read this manual carefully. The rules and regulations are so important. If you have any questions, your Gardenmaster will be more than happy to help you.

When the world wearies and society ceases to satisfy, there is always the garden.

Sincerely,



Wattles Farm Community Garden

A SHORT HISTORY OF WATTLES

In March of 1972, Mark A. Cassidy of Mayor Tom Bradley's office initiated the Los Angeles Neighborhood Gardens and Farms program under the Urban Comprehensive Education and Training Act (CETA) which provided federal funding for worthwhile civic projects.

Wattles Farm and Neighborhood Gardens, formed in 1972, was one of the first of two dozen community gardens located throughout Los Angeles City.

The early years were rough going. We had to clear a large area, 4.2 acres, of heavy brush and weeds, till the soil and install a planned plot area and comprehensive watering system. Also, we had to resurrect one hundred forty-one avocado trees which had become unkempt and stunted from lack of watering and pruning.

Although we had only thirty members to do all the preliminary work, enthusiasm was overflowing with persons eager to grow things and the first thirty gardens were completed the first summer. We did not suspect how popular the garden would become growing to 163 members in 10 years.

has expanded, organized, settled in, survived budget cuts, water shortages, rainstorms and internal disagreements. Today our garden is more experienced and stronger than ever.

Wattles Farm is an independent and self-governing community organization and has excellent relations with our neighbors on North Sierra Bonita Avenue and on North Curson Avenue. Our leaseholder, the Department of Recreation and Parks, has consistently praised and admired our efforts here and helps us from time to time fixing the fence or bringing us free fertilizer.

In January, 1978, we incorporated as Wattles Farm and Neighborhood Gardens, Inc., a nonprofit, tax exempt, education, 501(c)(3), California corporation.

Original Charter member still in the garden are:

Plot f
Sam Trueblood 63, 64

Wattles Farm Gardeners Manual

WATTLES FARM & NEIGHBORHOOD GARDENERS, INC.

DEFINITIONS

Throughout this manual the following terms shall apply:

The term "Wattles" shall mean the corporation known as Wattles Farm & Neighborhood Gardeners, Inc., a non-profit educational corporation, incorporated under the laws of the State of California.

The term "Board" shall mean the Board of Directors of Wattles Farm & Neighborhood Gardeners, Inc.,

The term "Garden" shall mean the physical premises of Wattles Farm Inc., specifically, the 4.2 acres bounded by Sierra Bonita Ave., Hollywood Blvd., Cusson Ave., and the estate driveway.

The term "plot" shall mean a specific numbered 15' x 15' plot located on the master map of the Garden.

The term "Gardenermaster" shall mean a member of the Gardenermasters Committee of Wattles Farm, Inc.,

The term "member" shall mean a current paid-up member of Wattles Farm & Neighborhood Gardeners, Inc. whose name appears on the current master roster and on a signed and completed application form on file with the Secretary.

The term "guest" shall mean any person, including temporary helpers, laborers and children, who are NOT members of Wattles and whom are brought or invited into the Garden by any member.

When used, the term "organic" shall mean that no chemical pesticides or man made pollutants may be introduced or used at for any purposes. See Appendix B for the California Organic Act for a complete definition of this term.

The term "mini-plot" shall mean a parcel of land, significantly smaller than the average 15' X 25' plot. Mini-plots are issued by the Gardenermaster in charge of mini-plots.

Revised January 1995

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with the community.

The term "community area" shall mean those areas which the Board has designated and set aside for enjoyment by the entire community. Maintenance of these areas are done by contractors as established by the Board.

The Garden's street address is 1601 Hollywood Boulevard. The main entrance and mailing address of the Garden is 1750 North Sierra Bonita Avenue, Los Angeles, CA 90048. The mailing address of the Garden shall be the address of the current president of the Board of Directors.

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WATTLES FARM ORGANIZATION

BOARD OF DIRECTORS

Wattles Farm is governed by a 10 member Board of Directors and are elected by the general membership. Board members serve for 2 year terms. Board officers are: President, First and second Vice Presidents, Secretary and Treasurer. Officers are elected annually by the board members at the first meeting following the annual elections.

Election of half the number of directors is held annually during the second weekend in June. Members wishing to run are encouraged to and should contact either their gardenmaster or a current board member to run. Any member may nominate himself/herself as well as any other paid-up member of the Garden. Board members do not receive compensation of any kind.

Except for personal, grievance, or disciplinary matters, board meetings are open to the general membership. Announcement of time and place for the board meetings is posted on the bulletin board. Minutes of board meetings are to be posted for the general membership within 14 days of the board meeting and are to be read at subsequent meetings for correction and approval. Changes in Garden rules and policies, and adoption of new programs are sent to the Gardenmasters Committee for recommendation to members as well as posted for the benefit of the general membership.

The Board is responsible for all Garden business. This includes handling administrative and financial matters, overseeing expenditures, determining dues and membership requirements, establishing rules and policies, and hearing cases involving the discipline and termination of members.

To carry out the day to day operation of the Garden, the Board has established various standing committees. Examples of some of these are:

- Gardenmasters Committee
- Communications Committee
- Rules Committee
- Compost Committee

Wattles Farm Community Garden

GARDENMASTERS COMMITTEE

The Gardenmasters Committee was established by the Board to conduct the day-to-day operations of . This committee is headed by a Chair, or Head Gardenmaster. Individual gardenmasters are selected by the Head Gardenmaster from those among the membership who wish to serve. Gardenmasters do not receive compensation of any kind.

In addition to conducting the day-to-day operations of , gardenmasters provide gardening information and assistance. The committee is responsible for seeing that the Rules and Regulations of the Garden are obeyed and that the policies established by the Board are carried out. The responsibilities of the Gardenmasters Committee include, but are not limited to, the following areas:

- A. Orientation of new members.
- B. Maintenance and upkeep of Garden.
- C. Community clean up and work projects.
- D. Enforcement of Rules and Regulations.
- E. Warning Notices and Termination Notices.
- F. Establish and oversee the various ad-hoc committees as designated from time to time.
- G. Maintaining an open communication with the gardeners in their designated area.
- H. Operate a sub-committee to care for the maintenance of all the trees in the garden.

Each member of the Committee holds the position of Gardenmaster and is responsible for overseeing a specific block of individual plots, their bordering areas and pathways. Gardenmaster responsibilities involve seeing that every member in his or her section maintains their garden in accordance with standards set by the Committee, seeing that every member in their section obeys the Rules and Regulations of the garden and seeing that every member in their section contributes the required number of hours of community work on a regular basis. The entire Gardenmaster's Committee is responsible for all community areas and special projects.

- A. **Orientation.** The Gardenmaster Committee has the responsibility to determine an appropriate procedure for introducing new members to . That procedure shall include at least one orientation meeting with each new member conducted in person by a Gardenmaster. Orientation meetings may be conducted in groups. At such meetings new members shall be informed of all the Rules and Regulations of the Garden, and of the policies and procedures regarding maintenance, upkeep, community work, and termination of membership.

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Wattles Farm Community Garden

- 3. **Maintenance and Upkeep.** The Gardener's Committee suggests that the enforcement of the Rules and Regulations of the Garden. Furthermore, the Gardener's Committee shall determine the standards for maintaining individual plots in accordance with the policies and procedures set forth in the Rules and Regulations. The Gardener's Committee shall have the authority to direct and inspect every plot in their section and to instruct members to make necessary changes.
- 4. **Community Work.** Unless explicitly announced as cancelled, the second Saturday of Monday (8:00 AM - 1:30 PM) of every month are designated as community clean-up days. No community work shall be scheduled on any weekend containing any of the following holidays: New Years Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Rush Reformation, Thanksgiving, Christmas or New Years. All Garden members are required to work on the Garden's first Saturday of each month and contribute at least one and one half hours work on such clean up projects as the Gardener's Committee assigns. Gardeners are to keep records of participation and are required to complete individual work assignments for responsibilities of the day's successive scheduled dates. Failure to complete assignments will be noted and the guidance of the Gardener's Committee will be sought as to the reasons for the next monthly Community Work Session (3 hours). If a member is unable to complete their community work on the designated weekend, they are responsible for communicating with their Gardener and making the appropriate arrangements to make up and complete the community work. If community work is missed and no communication is received by the Gardener or if the community work remains unfinished by the third consecutive clean up weekend then automatic termination will occur.
- 5. **Enforcement of Rules and Regulations.** Gardeners have complete authority to require members to conform to the Rules and Regulations. Failure to comply with the Rules and Regulations shall result in termination of membership.
- 6. **Warning Notices and Termination Notices.** Normally, a Gardener will be in contact with the members in his or her section either in person or by telephone. In the event such contact is impossible or has no effect, an official notice may be sent by mail.

MEMBERS MUST COMMUNICATE WITH THEIR GARDENERS

Version: May, 2005

Notice (see Under's Rules)

Official notices are of two kinds:

2-WEEK WARNING NOTICE:

A Gardener may, on his or her own authority, send an official 2-Week Warning Notice to any member in his or her section instructing that member to make changes, improvements, repairs, corrections, or clean up, cultivate, weed, remove debris or perform any other action deemed necessary to bring that plot up to the standards set by the Gardeners' Committee. Failure to acknowledge and respond to an official 2-Week Warning Notice by the end of the 2 Week period, commencing on the date the notice is mailed, will result in the termination of membership. Gardeners are permitted to send such notices by regular first class mail to the member's address that is currently on file with the Treasurer. (See also Rules and Regulations Section 15.0 and 17.0)

TERMINATION NOTICE:

A Gardener may, on his or her own authority, send an official termination Notice to a member in his or her section for any of the following reasons:

- 1) Failure on the part of the member to respond to an official 2-week Warning Notice.
- 2) Failure to appear at two or more consecutive community clean up days, or failure to participate in community work on community clean up days.

In addition, a Gardener may send an official Termination Notice to a member in his or her section under the following conditions:

- 3) Gardener possesses first-hand knowledge of willful, repeated, or negligent disregard of any of the Rules and Regulations of . (See Rules and Regulations Section 16.2)
- 4) For any violation set forth in the Rules and Regulations that set forth the Criteria for conduct, behavior and responsibilities as members of .

An official Termination Notice may be sent by regular

all to the Board's credit.

First class mail to the member's address that is currently on file with the Treasurer. A member has 14 days from the date of the postmark mailing within which to remove all personal property from his or her plot, and within which to file a written appeal of the termination in order to contest the termination. After expiration of the 14 days from the date of mailing of the Termination Notice the plot will become available for reassignment to a new member, unless the member has initiated the appeal process. (See Below) Throughout the appeal process the plot shall remain open and/or unassigned until the outcome of any appeal process is determined. Upon receipt of an appeal the President of the Board shall appoint a committee to investigate the termination and make a report and recommendation at the next regular meeting of the Board.

APPEALS:

A Notice of Termination should be appealed immediately. Initially, the members gardener and the head gardener must be notified by telephone. Such notification must occur within 24 days of the postmark date of the Notice of Termination. Subsequently, the gardener, head-gardener and president must receive written notification of the appeal which must be postmarked within 24 (twenty four) hours of the telephonic notification. Failure to adhere to this procedure will result in the member waiving his/her rights to his/her plot.

The member's appeal will then be heard at the next gardener's meeting. After the member presents his/her case, the member will be excused while the Gardener's Committee discusses the appeal. The member will then be immediately notified of their decision.

Should the member decide to appeal the Gardener's Committee's decision, the member must immediately appeal the decision to the Head-Gardener. A Board meeting will then be called within the 2 to 4 weeks following and the member may then present his/her appeal to the Board.

Should the Board vote to nullify or rescind the termination, the member shall be reinstated.

PROBATION:

Probations may be specified by the governing body upon completion of reinstatement to the garden. Violation of any rule, regulation or probationary guideline for any reason will be grounds for automatic termination without appeal.

WATTLE FARM COMMUNITY GARDEN

MEETINGS

Gardenmaster's Meeting

The Gardenmaster's meeting is scheduled for the first Saturday of each month. The time of the meeting is posted on the bulletin boards at each entrance at least one week prior to the meeting.

This is a forum where gardeners can voice their opinions about what goes on in the garden. Issues to be voted on at the Board of Directors' meetings can be raised and discussed, and the results of these discussions are passed along to Board members. Clean up needs for the clean-up weekend, disciplinary actions and/or attendance problems are generally discussed. All meetings are open to members of the garden.

If there is an issue that you would like addressed at the meeting it is requested, but not mandatory, that the Head Gardenmaster be advised. The request will then be included as part of the formal record via the agenda.

The second weekend of every month is designated as the clean up weekend. A gardenmaster is in attendance during both of these days if you need to talk to one.

Board of Directors

The Board of Directors meet quarterly on the first Saturday of each quarter immediately after the Gardenmaster's meeting. The meeting date and time are announced on the bulletin boards a minimum of 1 week prior to said meetings. Members who feel the need to bring an issue before the Board should contact the president. The Board may also be convened for special or emergency meetings at the discretion of the President or by any 3 members of the Board. Such meetings of the Board may be held at any time upon ten days written notice mailed to each director, or upon waiver of notice signed by each director, at, before, or after the meeting.

General Meetings

Meetings of the general membership are sometimes held on Saturdays. Such meetings are posted/announced on the Bulletin Board. At these meetings, gardeners share gardening tips and information, exchange seeds and seedlings, and guest speakers are occasionally invited.

Note: No cleanups shall be scheduled on the weekend of any of the following holidays: New Years Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Rosh Hashonah, Yom Kippur, Thanksgiving or Christmas.

WATTLE FARM COMMUNITY GARDEN

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WATTLE FARM COMMUNITY GARDEN

RULES & REGULATIONS OF WATTLE FARM

1.1 MEMBERSHIP

1.1 The right to lease a portion of the Garden to be assigned a specific, numbered plot in the Garden is granted by the Board to individual named persons upon acceptance of a signed and completed application form, advance payment of yearly dues, and completion of an approved orientation meeting. This right is non-transferable and may be canceled or revoked by the Board at any time for violation of any rule contained herein, for nonpayment of dues, or for failure to abide by and comply with the established policies and procedures of the Garden as announced by the Board of Directors, the Gardeners' Committee, or other authorized persons.

2.0 MAINTENANCE & RESPONSIBILITIES

2.1 Individual plots and their surrounding pathways shall be kept orderly and free of weeds, grass, dead plants and any other debris at all times.

2.2 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 the Gardeners' Committee. This applies to pathways, open areas, community areas, other areas, orchard areas, under or near any avocado tree, along any fence, roadway or near any gate, near any parking area or storage area. Gardenmasters shall have complete authority to enforce this rule.

2.3 Members shall not allow plants to hang over into pathways or neighboring plots, or to grow roots or runners into pathways or neighboring plots. No new trees of any kind shall be planted in any plot. All new plantings of barriers that send out underground roots shall be kept at least 10' from any bordering plot.

2.4 Members shall not allow any plant, tree, shrub, vine or structure to be of such height as to cast shade on another plot. If a member does not respond in 2 weeks to a notice to correct such a situation, Gardenmasters shall be empowered to cut, prune, adjust, trim, alter or remove any or all such plants, trees, shrubs, vines, or structures without requiring permission or further notification to the member and/or send the member a Notice

REVISED: JANUARY, 1998

Articles 1 to 10 of the Garden Agreement

of Termination.

2.5. No member shall maintain a trash heap, collect debris, or store non-gardening related materials and belongings in his or her assigned plot, or in any other area of the Garden. If a member does not respond in 2 weeks to a notice to remove all trash, debris or non-gardening related materials and belongings, Gardemasters shall be empowered to remove and dispose of all such items without requiring permission or further notification to the member and/or send the member a Notice of Termination.

2.6. Members are encouraged to maintain compost piles in their assigned plots. The piles must be made only of organic materials, and provided such compost piles are regularly attended, are not unsightly, and do not become foul, putrid, rotting, reeking, rancid, sour, spoiled, or attract flies, roaches, vermin or other scavengers. If a member does not respond in 2 weeks to a notice to clean up or remove an unpermitted compost pile, Gardemasters shall be empowered to remove and dispose of all or any part without requiring permission or further notification to the member and/or send the member a Notice of Termination.

2.7. Individual plots shall not be allowed to expand beyond their assigned boundaries. Gardemasters shall have the authority to determine the exact boundaries of any individual plot, and to require members to conform to such boundaries within a 2 week period.

2.8. Any plot assigned to a new member of the Garden that is not cultivated within the first two weeks shall be reassigned. "Uncultivated" in this context means unattended, unattended, neglected and ignored. Members going on vacation or who plan to be away for more than 2 months must notify their Gardemaster and make arrangements to have their plot tended in their absence. Members planning to be away longer than 2 months may have to relinquish their plot for reassignment and may be given priority in the assignment of a new plot upon their return.

3.0. INHERITANCE & SUCCESSION

3.1. No member shall reassign, subdivide, or sublet his or her plot to another person. No member shall lease a plot from another member, inherit a plot from another member, nor transfer or exchange plots with another member, nor take over or assume responsibility for an unassigned plot. Members wishing to exchange plots with another member, or to be assigned a specific vacant plot must notify their Gardemaster in writing. All such exchanges or reassignments must be approved by the Gardemasters committee.

Wattles Farm Community Garden Agreement

Wattles Farm Gardeners' Manual

RULES & REGULATIONS OF WATTLES FARM SUPPLEMENT

2.0. MAINTENANCE, BUILDING MATERIALS & BOUNDARIES

2.9 Members will not put up any structures in their garden plot without getting permission from their gardenmaster(s).

2.10 If your gardenmaster gives you permission to put up a fence in your garden plot, it cannot be higher than 36 inches (3 feet) from the ground. The fencing should look natural to a garden setting. Check with your gardenmaster before purchasing any materials.

2.11 Members will not store or bring the following chemicals of any type into Wattles: lead or oil based paint, paint thinner, varnishes, lacquers and stains.

2.12 Members will not bring pesticides, insecticides, herbicides, rodent poisons or any materials that is not organic into the Farm. All organic fertilizers should be stored in sealed containers as they attract animals to our Farm.

2.13 Members will not bring into the Farm plastic or metal pipes or tubing such as curtain rods, plumbers pipes, clothing rods or electrical conduit into the Farm.

2.14 Members will not bring into the Farm kitchen sinks, oven racks, pots, pans, dishes, glass table tops, business swivel chairs, any office furniture, bathroom fixtures, windows, blinds, shutters, bed springs and doors.

2.15 Limit your use of window screens to only a few, and keep the rest at home. Limit your use of plastic bottles to only a few and keep the rest at home. Plastic bottles must be stored on the ground.

2.16 Members will not use fiber board, veneer board, bonded wood products, wood that has been painted or any lumber that has been pressure treated. They contain arsenic or any other dangerous chemicals that will leach into our soil.

2.17 Members will not use large water bottles, fish bowls or aquariums in their plots.

March, 2006

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Wattles Farm Gardener's Manual

2.18 Members will not change their clothing in an area that can be seen by fellow members, neighbors or passersby while at the farm. If you must change your clothing in the garden, we have a metal shed in front of the tool shed designated for changing clothing.

2.19 Members can bring in stones, lumber or brick to create a low border around their garden plot. Ruber that is no higher than your boards or brick can be used to support them.

2.20 When you build a structure to support your vegetables or tomatoes, the structure is called a trellis. Check with your Gardenermaster before any trellising is done.

2.21 If a member is asked to take down and remove structures or remove un-natural materials from their garden plot, failure to comply will lead to termination from the garden without appeal.

3.0 INHERITANCE & SUBDIVISION

3.1 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 exchange plots with another member, or to be assigned a specific vacant plot must notify their Gardenermaster in writing. All such exchanges or assignments must be approved by the Gardenermaster's committee.

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4.0 ASSISTANCE

4.1 Every member of the Garden shall physically do his or her own gardening throughout their period of membership, except in cases of temporary illness or physical disability. Nothing in this rule shall prohibit the use of occasional helpers or hired laborers to assist in performing seasonal or excessively strenuous tasks, such as digging and turning the soil. Helpers and laborers may not be employed to perform community work obligations.

4.2 Occasional helpers or laborers shall not work anywhere in the Garden except in specific members' plot as provided for in Rule 4.1. When working in a member's plot any helpers or laborers who are not members of must be accompanied and supervised by the Garden member.

4.3 Helpers or laborers who are not Garden members must conform to the Rules and Regulations of . They shall have no special privileges or rights, such as sharing in, taking or harvesting community produce. Further, they shall not have keys provided or loaned to them under any circumstance.

4.4 Any member on vacation, out of town, ill or unable to travel to the Garden may arrange for another member to care for his or her plot on a temporary basis, the time period shall be set on a case by case basis at the discretion of the gardenmaster. In such an event the absent member must contact his or her Gardenmaster for approval of such an arrangement as soon as possible. No non-Garden members shall be permitted to care for or tend a member's plot without specific permission from the Gardenmasters Committee.

5.0 COMMUNITY WORK

5.1 All members shall, at the very least, fulfill minimum community work obligations on a regular basis. The nature and extent of such obligations shall be determined by the Gardenmasters Committee in accordance with the policies established by the Board.

6.0 STEALING

6.1 No member or guest shall pick or remove any plant, vine, tree, bush, flower, fruit, vegetable, tool, equipment, lumber, hose, earth or material of any kind from another'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

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her. Any member violating this rule will have his or her membership immediately terminated.

6.2 When a member is caught stealing ANYTHING from Wattle's, including all common areas and other members plots, that individual's membership shall be terminated immediately and, when possible, the guilty member shall be prosecuted to the full extent of the law.

7.0 COMMUNITY PROPERTY

7.1 No member or guest shall loan, borrow or remove any community-owned tools, materials, equipment or other property from the Garden itself except by specific permission of the Board or the Gardenmasters Committee.

7.2 No member shall take more than his or her allotted share of community produce, fruit, flowers, supplies, compost, manure, seeds or any other community goods except by specific permission of the Board or the Gardenmasters Committee.

7.3 All community owned tools, equipment and wheelbarrows shall be kept clean and returned to the tool shed after use. It is prohibited to use any stop-nozzle on hoses or crimp them to restrict water flow. Any member or guest who breaks a tool, hose, spigot or any other Garden property or equipment shall immediately bring it to the attention of his or her Gardenmaster. Where possible, members responsible for broken equipment are expected to help in its repair.

7.4 All community owned hoses shall be kept clean, shall not be crimped or kinked, and shall be coiled properly after each use on their appropriate holders. Water pressure in any hose shall be regulated at the spigot only. Nozzles, sprinklers, or sprayers which shut off the water at the end of the hose may not be used.

8.0 DONATIONS

8.1 All plants, produce, seeds, flowers, tools or materials of any kind donated to the Garden shall become the exclusive property of and may not thereafter be claimed, controlled or removed by their donors or by any other person.

8.2 All contributions of substance are tax deductible, to the fullest extent allowed, under both the California and Federal tax laws. Unfortunately, however, contributions via services are not tax deductible.

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9.0 PESTICIDES & FERTILIZERS

9.1 No chemical pesticide, chemical fertilizer, or any other substance generally designated as "non-organic" shall be brought into, applied or used in. All biological methods of pest control, including plant-derived pesticides, "organic" fertilizers, blood meal, bone meal, fish emulsion, composts, and any other acceptable organic matter shall be allowed in. Gardenmasters shall have the authority to determine acceptable substances.

10.0 CONDUCT

10.1 The Board possesses full authority to regulate the behavior and conduct of all members, guests or other persons while on the premises of. Failure on the part of any member to conduct himself or herself in accordance with the rules, regulations and policies of will result in the termination of his or her membership. Guests and others not in conformity with the rules, regulations and policies will not be permitted to remain on the premises.

10.2 Physical violence in any form is prohibited on the premises of. Any member who uses physical violence for any reason will have his or her membership in terminated immediately.

10.3 Any member who disturbs the peace, engages in vandalism, malicious mischief, or who does malicious injury to any plants or crops will have their membership in terminated immediately.

10.4 No member shall be in the garden 1/2 hour before dawn or 1/2 hour after dark.

10.5 There is no smoking in at any time.

11.0 DUES

11.1 Members have one month to pay their annual dues as of July 1st of each year. Members delinquent for more than one month will have their membership in terminated and their plot reassigned. Special circumstances and hardship cases must be brought to the attention of your Gardenmaster.

12.0 ANIMALS

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12.1 No pets are allowed in the Garden at any time.

13.0 CHILDREN

13.1 Parents/members are responsible for the conduct and safety of their children, and for that of any other child or guest whom they bring or invite into the Garden. Parents/members shall be liable for any and all damage caused by their children or guests while on the premises of . Children may not enter others' plots and must remain in the immediate vicinity of their supervisors at all times. Children may not enter the avocado grove or wander throughout the Garden unaccompanied.

13.2 The following rules 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 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.

13.3 Indemnification: Each member shall indemnify and hold harmless for any injury, claimed or actual, occurring to any child or guest in whether by invitation or not.

13.4 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.

14.0 GUESTS

14.1 Each member is responsible for the conduct and safety of all guests or helpers he or she invites into the Garden. In addition, each member shall be liable for any and all damage he or she causes 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.

14.2 Indemnification: Each member shall indemnify and hold harmless for any injury claimed or actual occurring to any child or guest in whether by invitation or not.

14.3 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.

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15.0 MAILING ADDRESS

15.1 It is the responsibility of every member, officer and Gardenmaster to maintain a means of communication with the officers and general membership of the Garden whereby he or she can be readily contacted either by telephone or by mail within a brief and reasonable period of time. Any member who fails to communicate a change of address or telephone number to his or her Gardenmaster shall be responsible for the contents of any notice, announcement or warning mailed to the address on file with the treasurer. Additionally, every member shall be responsible for any communication or announcements ordinarily transmitted by telephone, such as announcements of any change in clean-up. Any member who fails to respond to a Gardenmaster's attempts to contact him or her for a continuous period lasting longer than 2 weeks will have their membership in terminated and their plot reassigned. The Garden's street address is 7561 Hollywood Boulevard. The main entrance and mailing address of the Garden is 1759 Sierra Bonita Drive.

16.0 LOCKS

16.1 No member shall loan, borrow or deliver the key to any of the locks used on Garden gates, the tool shed, or any other equipment storage to any person who is not a member of for any reason whatsoever without written consent and permission from the Board. Every member shall, upon entering and leaving the Garden, check to see that the gate is properly shut and the lock properly attached and closed. Missing or defective locks shall be reported to one's Gardenmaster immediately. Failure to abide by any of this rule shall result in the immediate termination of ones membership in .

17.0 WARNING NOTICES AND TERMINATION NOTICES

17.1 Section "E" set forth under "Gardenmasters Committee" starting at page 3, is incorporated herein by reference as though fully set forth and restated herein. This section shall be part of the rules and regulations of . Those members who are in violation of any of these rules or regulations will be subject to termination.

18.0 RULES FOR THE CARE AND MAINTENANCE OF FRUIT TREES

18.1 The section under "Fruit Tree Committee - Rules for the Care and Maintenance of Fruit Trees" starting at page 16, is incorporated herein by reference as though fully set forth and

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restated herein. This section shall be part of the rules and regulations of . Those members who are in violation of any of these rules or regulations will be subject to termination.

19.0 RULES FOR COMPOST

19.1 The section under "Compost Committee " starting at page 18, is incorporated herein by reference as though fully set forth and restated herein. This section shall be part of the rules and regulations of . Those members who are in violation of any of these rules or regulations will be subject to termination.

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COMMITTEES

MEMBERSHIP & COMMUNICATION COMMITTEE

The number of members may vary according to the tasks at hand. The responsibilities of the Committee are to organize telephonings, mailings or other activities for informing the membership at large of special projects, meetings, or changes in the operation of the Garden. The Committee maintains a current list of telephone numbers and mailing addresses for all members. This committee is also responsible for keeping and maintaining the records of community clean-up attendance.

RULES COMMITTEE

The responsibilities of the Committee are to periodically evaluate the Rules and Regulations of the Garden, to propose any needed changes, additions or deletions, and to interpret and clarify the existing rules and policies of the Garden. From time to time the Committee will undertake to update and expand the Garden Manual.

TREE SUB-COMMITTEE

By direction of the Board, a sub-committee of the Gardenmaster's Committee to oversee and regulate the care and maintenance of all fruit bearing trees in has been established. The Tree Sub-Committee shall have jurisdiction over all fruit bearing trees in the Garden with the exception of (1) designated historic avocado trees, and (2) privately owned dwarf fruit trees located within individual garden plots. This Sub-Committee shall have jurisdiction over all privately owned fruit trees not located within individual garden plots.

This Sub-Committee shall keep records of the number and location of all community owned and privately owned fruit trees in the Garden, together with the names and telephone numbers of members to whom such trees have been assigned. This Sub-Committee shall from time to time plant, transplant, remove, destroy, prune, trim, fertilize, feed, graft, harvest and otherwise provide for the care and maintenance of all fruit trees in accordance with the policies of the Garden.

This Sub-Committee may, at its discretion, assign community owned fruit trees to individual Garden members for care, watering, pruning, cultivation, feeding and harvesting of fruit. In cases of neglect, abuse, violation of the Rules contained herein

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or violation of the Rules and Regulations of , this Sub-Committee shall be empowered to revoke its assignment and reassign fruit trees to another Garden member at any time.

This Sub-Committee shall evaluate the care and maintenance of all fruit trees within its jurisdiction on a yearly basis and determine whether to reassign them. Unless officially reassigned, fruit trees shall remain assigned to their current assignee. The causes for removing or reassigning fruit trees shall include, but not be limited to, any of the following: general neglect or abuse, failure to prune or prune properly, failure to harvest fruit or improper harvesting, destruction of fruit, destruction or abuse of the tree whether accidental or willful, failure to water, cultivate or remove weeds, unauthorized planting or digging in tree area, failure to keep tree area clean, failure to dispose of cuttings and pruning properly, failure to carry out instructions of this Sub-Committee.

It is the policy of that fruit from trees grown and cultivated in shall be enjoyed by members of . The Tree Sub-Committee shall promote this goal in its actions and policies. This policy does not prohibit assignees of individual fruit trees from harvesting, canning, preserving, drying or otherwise retaining and using generous portions of fruit from trees under their care. In all cases, however, this Sub-Committee shall verify that harvested fruit be for the personal use of the assignee and his or her immediate family, and not for distribution to friends, neighbors, acquaintances, relatives or the general public. In cases where this Sub-Committee determines that a Garden member has no personal need or use for excessive amounts of fruit, it shall direct that such excess fruit be shared with the general membership of .

Rules for the care and maintenance of fruit trees shall be considered part of the Rules and Regulations of , and shall be obeyed by all Garden members whether they are assigned fruit trees or not. Rules shall apply to all fruit trees within this Sub-Committee's jurisdiction whether they be community owned or privately owned. Members of this Sub-Committee shall be empowered to enforce any or all of the Rules contained herein.

18.0 RULES FOR THE CARE AND MAINTENANCE OF FRUIT TREES

18.2 Every tree under this Committee's jurisdiction shall be numbered and tagged with a weatherproof identification. No one shall remove or alter these tags for any reason. No one shall remove, plant or transplant any fruit tree for any reason, except under the direction of this Committee (See Section 2.3 of the Rules and Regulations)

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18.3 Every tree shall be landscaped so as to have a catch basin located at the drip line of the tree.

18.4 No flowers, shrubs, vines, vegetables or other plants shall be planted or allowed to grow within the tree area. The catch basin and the area around the tree shall be kept weed free at all times.

18.5 Fruit trees shall be cared for and maintained only by the Garden member to whom they have been officially assigned, or by such persons as this Committee may designate. Caring for, handling, inspecting, thinning, harvesting or distributing fruit shall be done only by the assignee, or by persons designated by this Committee.

18.6 Trimming, topping, limbing, pruning, cutting, grafting or otherwise altering the shape, size or growth of the tree shall be done only by the assignee or by this Committee; and only in accordance and at the direction of this committee at the appropriate time of the year. All pruning, cuttings and other debris shall be neatly bundled, tied and carried to the compost area.

18.7 No one shall fertilize, feed, add to, or otherwise alter the soil conditions of any fruit tree under this Committee's jurisdiction. All fertilization or soil conditioning shall be done at the direction of this committee. Watering shall be carried out only in accordance with the instructions of this Committee. No mulching or ground cover shall be allowed in the tree area. No fences, structures, posts, furniture, debris or other impediments shall be allowed in the tree area.

18.8 The assignee shall have a limited right to harvest and keep all the fruit he or she needs or can reasonably use (e.g., for canning, drying, preserving, etc.). All harvesting of fruit shall take place under the direction of this Committee, and at the appropriate time of ripening, as determined by this Committee. Fruit that is not harvested when ripe shall be removed and distributed by this Committee or its designees. Excess fruit shall be shared with the general membership of the Garden under the assignee's or this Committee's direction. At no time shall any fruit grown in be sold.

18.9 Taking, removing destroying, distributing or harvesting fruit from any tree not officially assigned to one shall be considered stealing. Any member violating this rule will have his or her membership in immediately terminated. (See Section 6.1 of the Rules and Regulations)

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18.10 Failure to comply with any of the above rules shall result in the revocation of one's right to be assigned a fruit tree, and may result in the termination of one's membership in .

COMPOST COMMITTEE

This committee usually consists of 5 to 6 members and is responsible for the Garden's compost piles. Specifically they arrange for the manure, chip the collected plant materials, and build and maintain the compost piles.

The chairman of this committee is appointed by the Board. This committee is responsible for green waste management and disposal within . Individual members are encouraged to maintain compost piles within his/her plot. The committee is also responsible for the maintenance, upkeep and management of the compost production area. All tools, materials, hardware and support supplies within this area are for the express use of the compost committee within the performance of their duties.

The compost production area is used to manage the green waste generated in . This committee is responsible for the Garden's compost piles, arranging for manure, grinding of collected plant materials, building of said piles and distribution of completed compost. The compost created by the compost committee is distributed to all gardeners as often as it is ready, as determined by the committee.

Membership on the compost committee is open to all garden members who wish to participate. To join the compost committee, speak with the committee chairman or a member of the committee. All work performed is credited toward community work obligations. (See Rules and Regulations Section 5.0)

19.1 All materials deposited in the compost production area shall be clean and free of non-compositible materials, including plastic and bags, ties, cups, pony packs, netting, lumber, screws, nails, wire, tools, metal objects, bottles, cans, string, twine, rose canes, rose cuttings, concrete, rocks, dirt or any other item which cannot be described as Organic Green Waste Material.

19.2 All woody hard waste (branches, limbs) of one-half inch in diameter or greater shall be bundled, tied securely and placed next to the garbage cans next to the Curson gate. Bundles shall be no greater than three feet in length and one foot in diameter.

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19.3 Green Waste materials deposited in the compost production area shall be pre-reduced to a dimension no longer than twelve inches in size to facilitate the shredding process.

19.4 No materials from outside the garden shall be placed in the compost production area without prior arrangement and approval of the committee chairman. This includes but is not limited to household waste, grass clippings, leaves, fronds, dirt, coffee grinds or other waste not produced within the boundaries of

19.5 No one shall appropriate any materials from the compost production area. This includes but is not limited to manure, lumber, wire, raw materials, tools, working or completed compost. (See Rules and Regulations Section 6.0)

19.6 Failure to comply with any of the above rules or directing others to do so will result in disciplinary action or possible termination of ones membership in .

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VOLUNTEER PROJECTS

As with all non-profit organizations, the well-being and livelihood of the Garden is dependent on volunteers. Not only is it essential to the maintenance of the garden, but it is critical to the success of a community garden. Each and every member of the Garden has the opportunity and responsibility to participate in the Garden through the following committees. It should be noted that participation in these committees does not fulfill one's community work obligation. All committees and or volunteer groups should have no fewer than three members.

The following have been established as either Ad Hoc Committees and/or volunteer projects to carry out specific tasks in order to assist and supplement the activities of the Gardenmasters Committee.

Memorial Garden	Plumbing
Bulletin Board/Communications	Trash Collection
Hose Repair & Maintenance	Herb Garden
Rose Garden	Avocado Grove
Sweet Potatoes	Tool Shed
Newsletter	

BULLETIN BOARD

This committee usually consists of one or two members of the Garden. It is their responsibility to maintain the 3 bulletin boards throughout the Garden. The general membership is welcome to post any Garden related information. The primary purpose of the blackboard is for the President of the Board to communicate with the General Membership.

TRASH COLLECTION

This committee is responsible for preparing the trash for weekly collection by the City. In addition to setting out the trash, they are responsible for keeping the trash area near the Curson gate orderly.

HOSE REPAIR & MAINTENANCE

This committee routinely checks and repairs all hoses, hose valves, hose bibs and replaces washers as needed.

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HERB GARDEN

The Garden maintains a herb garden for the general membership. The herbs vary from common culinary varieties to the rarer medicinal ones. The committee consists of members whose responsibility is to water, weed, cultivate and generally maintain the garden. Members are urged to use the herbs in the garden as long as they follow the rules posted next to the garden.

AVOCADO GROVE

is fortunate to be the home of hundreds of historic avocado trees. The grove is located along the southern and western borders of the Garden. No member is allowed in the Avocado grove unless accompanied by a member of this committee or, at the direction of a member of this committee. The reason for this is that a drip watering system was installed throughout the grove. The monies for this system were awarded by a grant, without which we otherwise would have been unable to install it. The cost of repairs to the system are prohibitive. The Avocados are picked and the grove is maintained exclusively by the Avocado Grove committee. Their responsibilities include: maintaining the drip watering system, watering, weeding, pruning and harvesting. During avocado season the crop is shared with the general membership.

TOOL SHED

This committee is responsible for keeping track of how many tools are needed in the Garden. They frequently report on lost or stolen tools and attempt to find the best prices on good quality tools. This committee is also responsible for the upkeep and cleanliness of the tool shed.

MEMORIAL GARDEN

The Memorial Garden, see map for location, is a memorial to the many wonderful past Garden members. It was established in the Spring of 1990 as a memorial to past members and their extraordinary contributions to the Garden. Included in the Memorial Garden are fruit trees, a grape arbor and a variety of flowers. A committee has been established to maintain this Garden.

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ROSE GARDEN

The Rose Garden is located along the Northeastern border of the Garden. Included in this flower garden are varieties of roses, many dating back to _____. The flowers from this Garden are enjoyed by the members of this committee and only distributed to the general membership at the direction of the head of this committee. The responsibility of this committee is to care for the roses. This job includes watering, feeding, pruning, planting, trimming and transplanting the rose bushes.

SWEET POTATOES

The location of the sweet potato patch is moved at the discretion of this committee. Each spring the committee plants dozens of sweet potato seedlings. In the Fall, the Garden enjoys the rewards.

NEWSLETTER

To promote communication among the members of , a newsletter is distributed. It is the responsibility of this committee to write, print and distribute the newsletters. All members are encouraged to contribute to the newsletter and should contact the committee for submissions.

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GENERAL INFORMATION AND POLICIES

REFUNDS

Currently a new member pays an entrance fee, annual fee, key deposit and a manual fee. Within the first two weeks a new member may receive a full refund of the annual fee. If the member returns the manual, a refund for it will be made. Garden policy states that there is no refund of the entrance fee once paid. Any time that a member leaves, Four dollars of the Key deposit will be refunded on receipt of the key. No refunds of the annual fee will be made unless the key is returned.

SECURITY

We've discovered the hard way that if the gate is left open, people come in and help themselves from your garden. So, the garden is to be kept locked at all times, when entering as well as leaving the garden, except on Saturdays when the gates are open between 10:00 a.m. and 2:00 p.m. to allow the public to visit the garden.

Part of garden security is being aware of who is in the garden. Get to know the people with plots around you. If you see someone picking fruit or avocados or taking produce from someone's garden, ask if they belong to the garden. If they don't, ask them to leave or report it to a Gardenmaster or Board member as soon as possible. Try to make a note of names and a description of persons who trespass or are caught stealing, but do not initiate any action or confrontation.

If you see anyone in the Garden who is randomly taking produce, avocados or picking fruit, please go to a house on No. Sierra Bonita or No. Curson Avenue and phone (213) 665-5188. Ask for Senior Park Ranger Philip Manze to send a car to 1718 No. Curson Avenue as soon as possible. Also a ranger will be checking the garden 3 or 4 nights each week. Remember:

"Taking fruit, vegetables or flowers in the State of California is a felony punishable by fine and/or imprisonment."

TOOLS

The garden has purchased tools, hoses and various other garden equipment. Each individual member is responsible for bringing their own hand tools. Various spray and drip nozzles may be used with the exception of stop-nozzles which may damage the hoses. See Rules and Regulations section 7.3 and 7.4.

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TRASH

Garden policy encourages everyone to carry all non-compostible materials out of the garden. There are times when this is not possible, so trash cans are available. However, all compostible material should be placed in the designated compost area, according to the posted notices, and not in the trash cans. If you are unclear about the difference between trash and compost, see a Gardenmaster. Remember, by 1996 we will have to compost all of our "green waste"!

BASIC SAFETY PRECAUTIONS

Garden tools can be dangerous! Do not leave them in the pathways or where someone may trip on them. Rakes, hoes, and shovels should be pointed down when not in use. Hoses should always be rolled up off pathways and coiled around the T-brace next to the faucet and washed off after use. Watch where you put the hose when watering. It is easy to trip or fall over a hose on a muddy pathway. Don't let water run in other people's gardens or in the pathways and don't let hoses run unattended. Be alert working in your garden. Accidents can happen and the garden carries no accident or disability insurance.

No member of the Garden is allowed or permitted to operate or use the Chain Saw, Compost Engine, any Power Tools or Machetes without first receiving permission from a Gardenmaster and only when another member is present!

MINOR INJURIES

A first-aid kit for garden-variety injuries is located in the tool shed. Familiarize yourself with its location. You may need it in a hurry. As this is the only community first aid kit, please take care of it.

MORE SERIOUS INJURIES

The hospital nearest the garden is Cedars-Sinai (Beverly Blvd. & San Vicente) phone: 855-6517.

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GARDENING INFORMATION ADAPTED FOR WATTLES FARM

SOIL PREPARATION

The best thing you can do for your garden is to work the upper two feet of the soil to make it loose and penetrable by roots and water. This is best done by "double-digging" the soil. That is, first dig a trench a foot deep, piling the soil in a ridge next to the trench. Then dig another foot down. With the soil from each subsequent trench, fill the trench produced by digging the previous row. When you get to the last row, fill it with the soil from the first trench.

In order to modify the texture of your garden soil, add compost, straw or perlite before filling in each trench. If you are also adding fertilizer, this is the time to do so. In the end, you have two feet of well worked soil which is ready for planting. After this point, the less you walk on the soil the better. Walking packs the soil down, undoing all the hard work you've invested in digging the soil. Do not water at this time as watering will pack it down, too. You want the soil dry, light and airy.

GRADING

When you have finished digging the soil, you must level the bed or plot. is on a steep grade, which causes problems of run-off and erosion. The only way to garden on such a slope is to grade the soil, that is, make a terrace out of the entire plot, or terrace successive beds within the plot. Plants will not grow evenly, nor will water be evenly distributed, on soil that is not level. The water, soil, or both will end up on the path or in your neighbors plot.

PLANTING

Your soil is now ready for planting. We recommend planting directly from seed, or growing your own seedlings at home. The reason for this is that growing from seed helps to avoid diseases originating in the nursery. These plants will be more hardy and better adapted to our microclimate. If you do choose to purchase seedlings from a nursery, chose healthy-looking, uninfected and uninfested plants. For example, plants that come from the nursery already infested with aphids are already compromised. They are more likely to develop problem infestations than clean plants. Examine the underside of leaves of nursery plants for aphids and other pests; reject those that are not in near-perfect condition.

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SEEDING

Follow the directions for planting on seed packets. In general, seeds obtained from producers (usually by mail order) are more likely to produce well than those obtained off the rack in a store.

WATERING SEEDS

Next give the plot a thorough misting, the finest spray with water, for about 20-30 minutes (enough time for water to sink in 4"). Never use heavy mist as you will wash out seeds. Keep soil moist until seeds germinate (i.e., come-up) and become established.

WATERING PLANTS

Immediately after planting, and until seedlings emerge from the ground, water with a fine mist or spray so as not to disturb seeds. Keep soil moist until seeds germinate and become established.

Established plants require watering from once or twice a week to once or twice a month, depending on individual plant requirements and weather conditions. The deeper the roots of a plant, the deeper the watering it needs. Tomatoes and others need deep watering. Lettuce and other more shallow rooted plants need more frequent but more shallow watering.

California has had serious water shortages over the years. We should always look at our water consumption and think of ways to conserve. We have all been informed about water usage reduction by our State and County authorities. Here are a few guidelines for conserving water at :

- 1) Amend your soil with compost (digging in a 1-3" layer) so that your soil is 8% organic.
- 2) Mulch soil with surface layer (1-3") of straw or other organic materials.
- 3) Avoid overhead spray watering. Deep water only when necessary. Do not over water. Check soil for moisture at six-inch depth before watering.
- 4) Established plants will need watering anywhere from twice a week to once a month, depending upon weather conditions and individual plant requirements. Deep-rooted plants need deep

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soaking, which is accomplished by attaching a bubbler (to control flow) to the end of the hose and using a slow flow of water to seep into the ground without wetting the plants.

5) Shallow-rooted plants need to be watered more often in hot weather. Shallow-watering (or lazy watering) causes roots to turn back toward the surface searching for water. This results in the plant flowering and going to seed (called bolting) and you have no harvest.

TRANSPLANTING SEEDLINGS

The few minutes spent transplanting seedlings (whether home-grown, hotbed-grown, nursery-grown, or from thinning) are the most important minutes in the life of the plant. Try to do it on a cloudy, moist day when light and the shock will be small. Otherwise, do it at the end of the afternoon. An hour or two before transplanting, water the seedlings. Plant seedlings at same level as in hotbed or flats, except for tomatoes, which should be stripped of all but the top 4-5 leaves and then planted to the level of the bottom remaining leaf. Make sure soil is firm but not packed around the roots. Water well and shade (e.g., with newspaper tepees) for up to a week.

CULTIVATING

Use a cultivating tool to loosen the soil in your beds down to a depth of about 2". Don't go too close to the roots, especially of tomatoes and other shallow-rooted plants. Cultivate a day or two after watering and whenever a crust forms on the surface.

FERTILIZING

No chemical fertilizers of any kind are allowed. They kill earthworms; they kill soil microbes; they kill the earth. Compost keeps soil and plants healthy. Healthy plants are least susceptible to disease. Other organic fertilizers you can add to your soil include commercial composts, such products as bone meal, blood meal, and wood ash from your fireplace. Every plant has different needs. Phosphorus strengthens stems and roots, and encourages fruiting. The most concentrated organic sources are wood ashes and rock phosphate. Phosphorus is the nutrient you should be the least concerned about at, as our soil naturally contains decomposed granite, which is also a good source of phosphorus.

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GARDENING ORGANICALLY

is an organic garden. Only gardening practices that are beneficial to the Earth, as well as to your plants, may be used in your plot. Gardening organically requires fertilizing without chemical fertilizers and controlling pests without the use of chemical poisons. If you are ever unsure about a product you are considering, ask your gardenmaster first.

Ideal organic gardening is balance. Good healthy soil is a balance between fine rock particles (clay and sand) and decayed or decaying organic matter (humus). You should aim to build the soil and achieve that balance. As the enriched soil breaks down, it slowly releases nutrients to the plants. Potassium is needed for healthy stems and seeds and improves disease resistance, and bone meal is a readily available, concentrated source.

SOIL COMPOSITION

An essential aspect of gardening organically is the regular addition of organic material. Healthy soil is a mixture of microorganisms which break down mineral, plant and animal materials into smaller particles and make these available to plants.

Soil that is composed predominantly of larger round or angular particles feels gritty to the touch, and is known as sandy soil. Sandy soil drains well, but it also does not hold water or nutrients very well. The opposite type of soil is clay-like, that is, it is composed of extremely fine particles which pack so densely with one another that the soil does not drain well or allow roots and nutrients to penetrate it with ease. It is smooth to the touch, and remains wet for a long time, but when it dries it becomes very hard and dry. Between the two extremes is loamy soil. It holds moisture and nutrients well, without retaining too much moisture or becoming too densely packed. It is the ideal soil for gardening.

Whatever the composition of your soil, it will benefit from the addition of organic matter, which is the decayed remains of living plant or animal manures. In sandy soils, it helps retain moisture; in clay-like soils it maintains space between the fine grains of soil. Thus it increases the productivity of your soil and encourages healthy root growth.

Compost is the best soil amendment. Work it into the soil as you transplant seedlings into the garden, or use it as a mulch around plants. Other materials that improve soil structure include peat moss, straw or decomposed leaves. State agricultural agents recommend that you do not use nitrohumus, or sewage sludge,

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as it contains excessive levels of heavy metals. Keep in mind that uncomposted materials like raw straw will initially require soil nitrogen to break down, so additional nitrogen should be added.

PEST CONTROL

In general, garden pests are easily controlled without the use of chemical pesticides, and pesticides are absolutely forbidden here at . Keep your garden free of weeds, which often encourage garden pests. Keep your soil lightly cultivated, as this disrupts the life cycles of many soilborne insects. Physically inspect your plants. In gardens the size of ours, many insect infestations can be controlled simply by crushing or removing the offending creatures. For example, a major infestation of aphids can be prevented by simple removal of the few aphids that first attack a plant.

Some organic pesticides are available and effective. Insecticidal soap, such as Safer's Soap or diluted household soap (not detergents), such as Basic H or Ivory, can be sprayed on plants and is effective against soft-body insects such as aphids and mites. Looper worms can be controlled with products containing bacillus thurenoensis, a microorganism that interferes with cabbage worm digestion. Ants can be repelled with cayenne pepper. Flea beetles, which make tiny gunshot-like holes in young plants, can be controlled by regularly spraying plants with water in which several cloves of crushed garlic have been steeped. Snails can be repelled by diatomaceous earth. Snails are also easily controlled by keeping your garden clean and denying snails places to hide in the day. Look under boards and crush those that you find. Leave their bodies in the garden, as they will repel other snails. None of these methods of insect control are harmful to birds, plants, or beneficial insects such as worms, ladybugs, etc.

If you are having problems with a garden pest, ask neighboring gardeners or your garden master for advice. The least likely source of good advice is the local nursery; nursery people know little about organic gardening, and they are quick to tell you that the best solution is a chemical one. Not all bugs are bad. Ladybugs, lacewings, flies, praying mantises, trichogramma wasps and others actually eat the bad bugs. A well-balanced insect population is the sign of a healthy garden.

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MULCHING

All gardens at Wattles Farms should be mulched. This is particularly true in the summer. Mulching offers several benefits to gardeners. Foremost, mulching conserves water. Once your garden is well mulched, water less. Check your soil before watering. A well-mulched garden may need to be watered as little as once a week, even in the summer. Mulching also keeps your soil from becoming hard. Even surface soil will remain soft without cultivating when covered with mulch. Third, weeds are much easier to control in a mulched garden. Weeds pushing through the mulch will have weak root systems, and will be easy to pull. Fewer weeds will appear at all. Several materials make good mulch, including compost. Straw or hay make excellent mulches. Straw costs much less. Grass clippings from un-sprayed lawns can be used as a mulch. Straw or hay and grass clippings will break down easily and can be dug directly into the soil where they will make your soil lighter and fluffier. Redwood chips can be used as a mulch, but they are not recommended because they do not break down very well. Pulled weeds can also be used as a mulch. Mulching with plastic sheeting will retain water, but does not allow soil to breathe well. Mulching with clear plastic in winter can help raise soil temperature.

The deeper your mulch, the more benefit you will gain. Cover your entire garden to a depth of one to four inches. When you want to plant seeds or seedlings, just pull the mulch aside to make a hole and plant. Do not force seedlings to push up through the mulch; they'll have weak roots. Keep basins around your established plants and mulch the basins, too. Water right through the mulch. When the mulch breaks down you can just dig into the soil. Add some extra nitrogen (such as blood meal or cottonseed meal) to the soil when you dig in the mulch to maintain your soil's nitrogen-carbon balance.

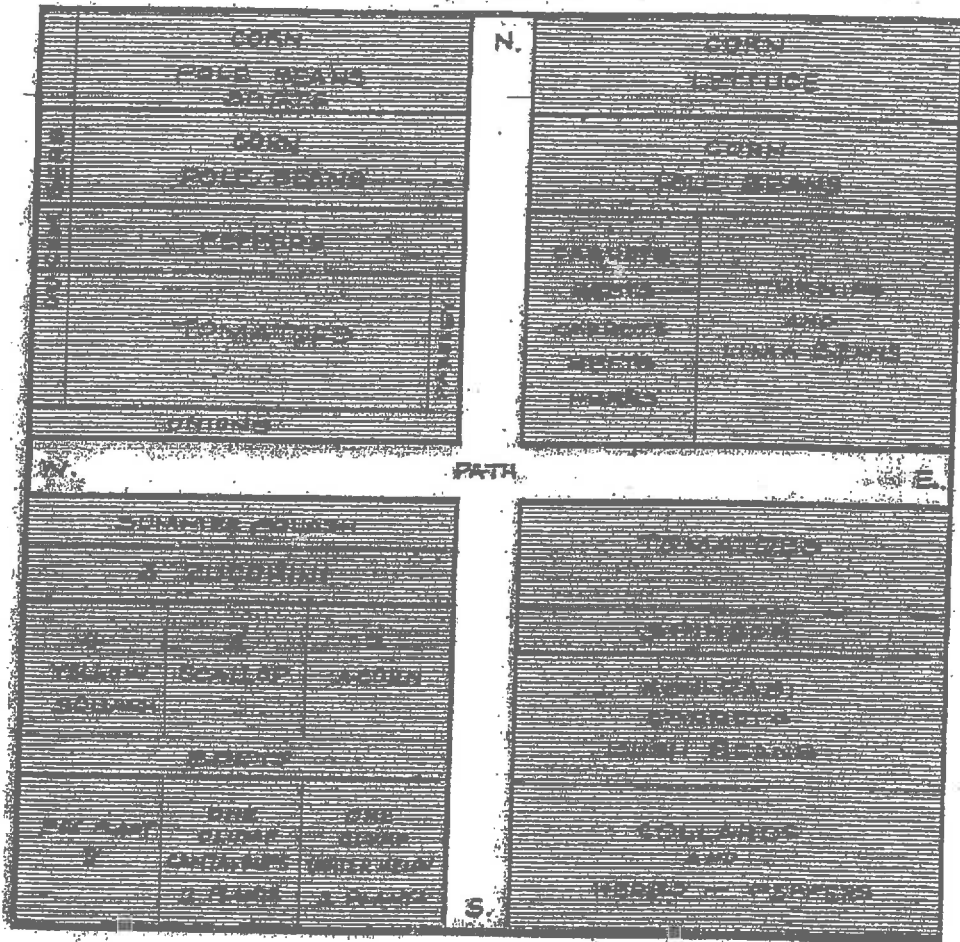
Mulching doesn't make the most attractive gardens, but it does make them healthier, easier to maintain, and more ecologically responsible in our dry climate.

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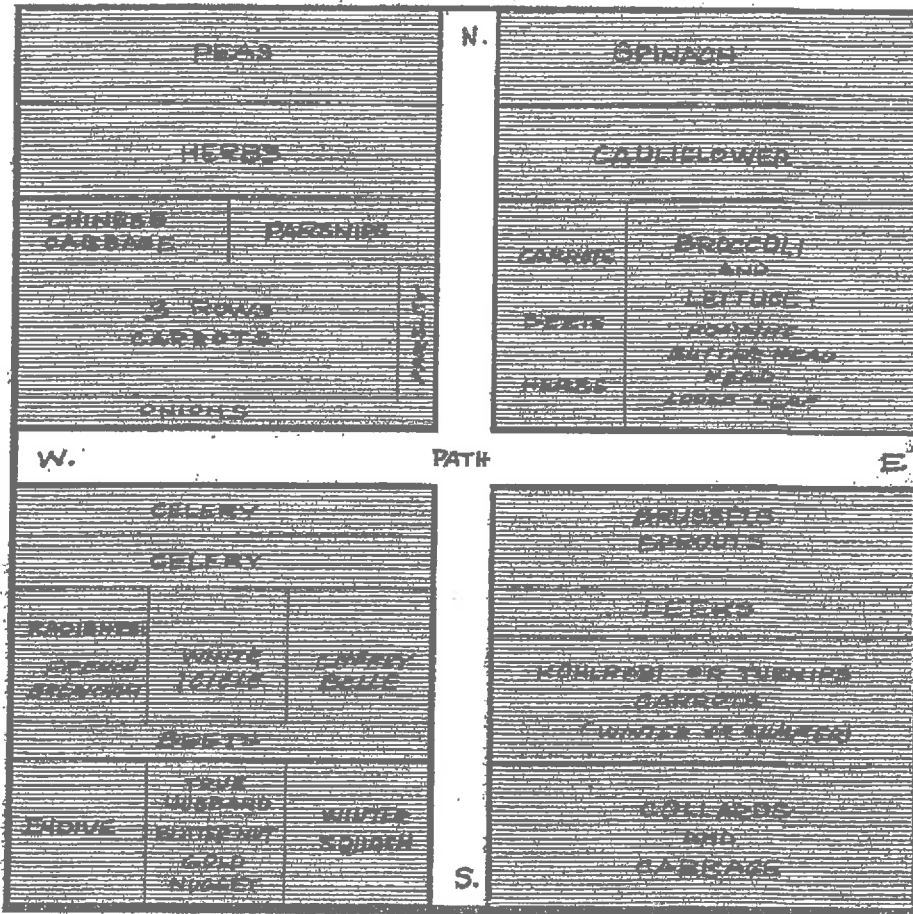
SUGGESTED PLAN — SUMMER

15' BY 15'



SUGGESTED PLAN — WINTER

15' BY 15'



WATTLES FARM

Hi Gardeners!

Please be advised that the following plants are not to be planted anywhere at Wattles, because of their poisonous properties, or are too invasive to control.

Poisonous Properties:

Abrus precatorius - Rosary pea
Brugmansia sanguines - Red Angel's Trumpet
B.arborea - Angel's Trumpet
Cicuta douglasii - Western Water hemlock
Conium maculatum - Poison hemlock
Datura stramonium - Jimson weed
Digitifalls purpurea - Foxglove
Nicotiana glauca - Tree tobacco
Phytolacca americana - Pokeweed
Ricinus communis - Caster bean
Taxus baccata - English Yew
T. brevifolia - Western Yew
Zigadenus venosus - Death Camas

Too Invasive:

Morning glories
Four o'clocks
Palm trees

If you have any of the above in your plot(s), please remove them immediately. If you need help removing a palm tree, contact your gardenmaster.

Add this sheet to your manual for permanent reference. Thanks for your help.

Toby Leaman

WATTLES FARM & NEIGHBORHOOD GARDENERS, INC.

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MEMBER CHECK OFF LIST

____ HOURS WE CAN BE IN GARDEN, RULES OF CONDUCT, NO PETS, SMOKING IS PROHIBITED AND THE GATES ARE ALWAYS LOCKED, NEVER OPEN.

____ TRASH CAN AREA

- A. WHAT GOES INTO GREEN CANS
- B. WHAT GOES INTO BLACK CANS
- C. WHEN CANS ARE FULL, DEBRIS MUST BE KEPT IN PLOT.

____ BULLETIN BOARDS- WHY WE HAVE THEM.

____ CLEANUP WEEKEND

- A. SECOND WEEKEND OF EACH MONTH
- B. WHERE TO SIGN IN
- C. OBLIGATION TO PARTICIPATE

____ TOOL SHED

- A. TO BE RETURNED TO SHED AFTER USE
- B. TOOLS TO BE CLEANED UP AFTER USE

____ SHOW COMMUNITY AREAS, RULES

- A. NO ONE IS TO PICK FROM COMMUNITY AREAS ON THEIR OWN.

____ EXPLAIN RESPONSIBILITIES OF PLOT WHEN SHOWING IT.

- A. PATHWAYS TO BE KEPT LEVEL AND WEED FREE.
- B. NO WEEDS
- C. DO NOT PLANT ANY TREES OR ANYTHING THAT WOULD BLOCK SUN FROM NEIGHBORS.
- D. THOU SHALL NOT STEAL FROM ANYONE OR TAKE FROM COMMUNITY
- E. NOTHING IS PLANTED IN PATHWAYS.
- F. ANYTHING BUILT IN PLOT MUST LOOK NATURAL AND NEAT.

____ COMPOST AREA

- A. WASTE IS TO BE CUT UP BEFORE PLACING.
- B. WASTE SHOULD BE PLACED AS CLOSE TO BACK AS POSSIBLE.
- C. WHAT DOES NOT BELONG IN COMPOST.
 - 1. ROSE CUTTINGS. 2. PLASTIC. 3. WEEDS.
 - 4. DISEASED PLANTS. 5. PLASTIC BAGS FILLED WITH STUFF.

____ WHEELBARROWS.

- A. NOT TO BE LEFT AT PLOT.
- B. NOT TO BE LEFT WITH STUFF IN IT AT COMPOST AREA OR TRASH CAN AREA.
- C. TO BE PUT BACK IN DESIGNATED AREA.

____ PROPER USE OF HOSES.

- A. NOZZLES WITH TURNOFF VALVES CANNOT BE USED.
- B. HOW TO WIND A HOSE PROPERLY.
- C. TAKE HOSE TO PLOT BEFORE TURNING ON WATER.

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- D. TURN OFF WATER BEFORE RETURNING HOSE TO HOLDER.
- E. AFTER WINDING HOSE, WASH IT OFF WITH LIGHT STREAM OF WATER.

____ RULES OF WATERING:

- A. DO NOT LEAVE HOSE UNATTENDED IN YOUR PLOT.
- B. DO NOT TURN HOSE ON USING FULL WATER PRESSURE, EVER.
- C. DO NOT FLOOD PATHWAYS.
- D. ALWAYS SHARE THE HOSE IN YOUR SECTION WITH OTHERS.

____ DISCUSS OUR MANUAL (SHOW THEM THEIR PLOT NUMBER AND YOUR NAME AND TELEPHONE NUMBER ON INSIDE OF FRONT PAGE)

____ EXPLAIN THE TERM "COMMUNITY" AND THE IMPORTANCE OF US ALL WORKING TOGETHER.

____ EXPLAIN THE "VOLUNTEER" PROGRAM

- A. BOARD OF DIRECTORS
- B. GARDENMASTER'S COMMITTEE
- C. AREAS THAT ARE SUPERVISED, BY WHOM

DATE _____

MEMBER'S SIGNATURE

GARDENMASTER'S SIGNATURE

MEMBER'S SIGNATURE

APPLICATION FOR MEMBERSHIP

Wattles Farm is a non-profit educational corporation under the laws of the State of California. Its goals are to help its members learn to provide food for themselves and their families through cultivation of the soil, and to ensure that Wattles Farm continue to be used for providing food. Membership in Wattles Farm is open to anyone willing to undertake the responsibility of actively cultivating a garden and contributing to the maintenance of the landscape on which it lies. Such membership requires a commitment and willingness to perform physical work on a continuing basis. Every member is responsible for the upkeep of his/her assigned garden space, as well as contributing to the maintenance of the overall garden and its surrounding pathways and grounds. Before signing this membership application, applicant must read the Wattles Farm Garden Manual to become familiar with the rules and regulations of the garden and with its current operating policies and procedures.

FEES: Entrance Fee (one time only)	\$15.00
Garden Manual (one time only)	\$ 2.00
Garden Key Deposit (\$4 refundable)	\$ 5.00
Dues	\$ _____
TOTAL DUE WITH THIS APPLICATION	\$ _____

AGREEMENT

I hereby apply for membership in Wattles Farm & Neighborhood Gardeners, Inc., also known as Wattles Farm. As a condition of membership, I agree to cultivate and maintain my assigned garden plot and to maintain its adjacent pathways and grounds in a manner acceptable to the garden rules at all times. I understand that I will be on probation for three months and if I do not follow the rules in the garden manual, I will be terminated without appeal. Should I neglect this obligation at any time after the probation period and receive a TWO WEEK verbal or written notice from my gardenmaster to make improvements, corrections or repairs, I will either do the necessary work within that two week period to fulfill my obligation, or relinquish the garden assigned to me to Wattles Farm. If the latter should occur, I will forfeit the annual membership fee, the entrance fee and return the garden manual and the garden key.

I further agree to spend the equivalent of one and one half hours per month doing community work during the Community Garden Cleanup Weekend usually held on the 2nd weekend of every month, working where I am assigned. I agree to attend the mandatory garden meetings. I understand that the neglect of these obligations may result in termination of my membership.

I understand that Wattles Farm carries no accident, liability or disability insurance for its members or their guests, only liability insurance covering the City of Los Angeles. One's personal insurance may apply to any personal injury received on the Wattles Farm premises.

I have read and understand the rules and regulations of Wattles Farm and agree to obey them, and accept the responsibilities outlined above.

Signed by Applicant _____

Accepted by _____ Date _____
Gardenmaster

Please turn over to page 2 for new member(s) personal information

Rev. 8/13/09

WATTLES FARM & NEIGHBORHOOD GARDENERS, INC.

**MEMBER PERSONAL INFORMATION UPDATE
EVERYONE IN THE GARDEN MUST FILL THIS OUT**

PLOT # _____

NAME _____

ADDRESS _____

HOME TEL. # _____ **WORK TEL. #** _____

CELL PHONE # _____

EMAIL ADDRESS _____ **DIAL-UP** _____ **DSL** _____

IN CASE OF EMERGENCY PERSON OR FAMILY TO CONTACT:

NAME(S) _____

HOME TEL. # _____

CELL PHONE # _____

EXHIBIT-C
Performance Requirements Sheet

ORGANIZATION agrees to the following:

In addition to the terms and conditions of AGREEMENT No. _____ (AGREEMENT), authorized use of the Property shall also be performed, if applicable, in compliance with agreed-upon Performance Requirements.

The Term of this AGREEMENT shall be contingent upon ORGANIZATION completing the following Performance Requirements, to the satisfaction of Department, within the specified time, and in the manner stipulated.

In case of any inconsistency or conflict between this Performance Requirements Sheet and the content of this AGREEMENT, the provisions of this AGREEMENT shall prevail. Omission of any requirement contained in the AGREEMENT from this Performance Requirements Sheet shall not relieve ORGANIZATION from responsibility for compliance with such requirement.

Performance Requirements:

1. Timely payment of utilities, user fees and insurance.
2. Maintenance of appropriate insurance coverage.
3. Ongoing maintenance and necessary repair of facility.
4. Rules, by-laws and guidelines for the administration of the community garden, including plot assignment, watering guidelines and maintenance, and member conduct.
5. Regular meetings and communication with gardeners and membership.
6. All assignable individual garden plots being actively cultivated.
7. Opportunities for new gardeners.
8. Public access to tour the community garden.
9. On-site composting program to minimize green waste and re-use such for fertilizer.
10. Provision of educational and/or social opportunities for gardeners to enhance their gardening knowledge and experience.
11. Maintenance of Organization's official registered status as a 501(c)3 non-profit organization with the State of California.

EXHIBIT-D
Annual Performance Report

The mission of the Recreation and Parks Partnership Division is to build productive relationships between or among a park site, district, region, or the Department as a whole, and a non-profit or for-profit organization that enhances resources to maximize the delivery of services and greater programming opportunities for communities, through expanding facility utilization.

In order to achieve and continue the above objectives, the Department must ensure that all ORGANIZATION obligations are being fulfilled and benefits to the community are being provided on a continuous basis. Please complete the following Performance Report and provide to the Department representative designated under this AGREEMENT.

Pursuant to Section 3 of this AGREEMENT (Annual Performance Reviews), the completed Performance Report must be submitted to the Department between June 5th and July 5th of each year of the AGREEMENT for each current year during the Term of the AGREEMENT.

The Annual Performance Report must cover all the information requested below.

Organization Information:

- On a monthly average, how many staff worked for your organization this past year and in what capacity?
- How many volunteers served over this past year and in what capacity?
- Among those on staff, how many are licensed or certified and in what field?
- How many volunteers or staff are residents of the community served?

Program/Service Information:

- How did you enhance gardening opportunities within the community?
- What are your goals and objectives for this collaborative relationship?
- How much progress was made on your goals and objectives over this past year?
- Were there any changes to the scope of work or plans for the year, and if so, what changed?
- What geographic community is being served and what segment of the community is being served (age group, gender, specially challenged, etc...)?
- What efforts are being taken to maximize the gardening experience to as many people as possible at this site?
- How do you gauge public satisfaction with the program or services offered?

Outreach to the Community:

- What outreach efforts did you implement to advertise, publicize, and/or provide information to the community to attract participation? Attach samples or copies.
- Among the outreach methods implemented, which was the most effective?
- Was any information obtained from the community that presented reasons for non-participation or participation difficulties, and if so, what efforts were made in response to improve the situation and stimulate participation?
- How many persons are on the waiting list for garden plots at this time?
- What is the estimated range in wait time for persons on the waiting list to be assigned a garden plot?
- Attached Annual calendar of events for upcoming year.

Financial Data:

- Attach your annual operating budget and actual revenue/expenditures for the program or for the most recent full fiscal year including the program. Explain any deviations in revenue and expenditures between budget and actual.
- Include the fee schedule for garden plots and any waivers granted and why.

EXHIBIT-E

Form Gen. 146/TR (Rev. 4/00)

Insurance Requirements

Name: Wattles Farm and Neighborhood Gardeners, Inc. Date: _____

Agreement/Reference: Operation and Maintenance of Wattles Farm Community Garden

Evidence of coverages checked below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

	Limits
<p>Workers' Compensation (Statutory Limit)/Employer's Liability</p> <p><input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act</p>	
<p><input checked="" type="checkbox"/> General Liability _____</p> <p><input type="checkbox"/> Premises and Operations <input type="checkbox"/> Collapse and Underground <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____</p>	<p>1,000,000</p>
<p>Automobile Liability (if vehicle is used for this contract, other than commuting to/from work)</p> <p><input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Non-owned Automobiles <input type="checkbox"/> _____</p>	
<p>Professional Liability (Errors and Omissions)</p> <p>Discovery Period _____</p>	
<p>Property Insurance to cover value of building (as determined by City or insurance company)</p> <p><input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Extended Coverage <input type="checkbox"/> Debris Removal <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____</p>	
<p>Pollution Liability</p> <p><input type="checkbox"/> _____</p>	
<p>Fidelity Bond Surety Bond Crime Insurance</p>	
<p>Other _____ _____ _____</p>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nickerson Insurance Services LIC #0491589 2106 West Lomita Blvd. Lomita CA 90717		CONTACT NAME: Beth Allen PHONE (310) 326-5333 FAX (310) 326-5416 E-MAIL: beth@nickersonins.com ADDRESS: PRODUCER CUSTOMER ID #: 00003006	
INSURED Metropolitan Neighborhood Gardens and Farms, 1943 Monon Street Los Angeles CA 90027-3201		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10-11 PKG REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	INSR W/OVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NACS45960613	8/30/2010	8/30/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPO AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						Y/N
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Waiver by 10)			N/A			NO STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is hereby listed as Additional Insured/Landlord in respect to covered location: Wattles Farm & Neighborhood Gardens Inc, Hollywood and Carson, Los Angeles, 90046 per Great American Insurance Company's Social Services Agency GL Broadening endt form #-CG8224

CERTIFICATE HOLDER (818) 243-0041 [fax: Recs] City of Los Angeles Recreation & Parks De SUBMITTED CITY LA ONLINE 9/16/10 3900 W Chevy Chase Drive M/S 656-3 Los Angeles, CA 90039	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sarah Kelly/BAA <i>Sarah Kelly</i>
--	--

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EXHIBIT-F

Standard Provisions for City Contracts

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC- 17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any 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, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any 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, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30: CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC- 32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC 36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

**SUPPLEMENTAL AGREEMENT
TO AGREEMENT NO. 3402
BETWEEN
THE CITY OF LOS ANGELES
AND
WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.**

THIS SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3402 is made this 8th day of FEBRUARY, 2018, by and between the City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners ("CITY") and Wattles Farm and Neighborhood Gardeners, Inc., a California 501C(3) non-profit organization ("ORGANIZATION"). CITY and ORGANIZATION may be referred to individually herein as "PARTY" or collectively as "PARTIES."

WITNESSETH

WHEREAS, on May 2, 2012, the Board of Recreation and Park Commissioners ("BOARD") approved Agreement No. 3402 between the CITY and ORGANIZATION for ORGANIZATION's operation and maintenance of a community garden located at 1824 North Curson Avenue, Los Angeles, CA 90046 (Report No. 12-123); and

WHEREAS, Agreement No. 3402 was executed on June 27, 2013, for a three (3) year term which expired on June 26, 2016; and

WHEREAS, ORGANIZATION has operated the Wattles Farm and Community Garden since 1975, and most recently over the past three (3) years under Agreement No. 3402 and has received positive staff evaluations through the Annual Review process; and

WHEREAS, ORGANIZATION has provided a community garden located in the heart of Hollywood for the benefit of the local community at no cost to CITY, which serves local individuals who enjoy gardening and participating in a community of like-minded spirits; and

WHEREAS, ORGANIZATION has notified CITY that it wishes to continue its collaboration with CITY for an additional seven (7) year term commencing upon the initial expiration date of Agreement No. 3402, under substantially the same terms and conditions except for the provisions amended below by this SUPPLEMENTAL AGREEMENT; and

WHEREAS, pursuant to ORGANIZATION's request and CITY's concurrence, PARTIES have agreed to change the period during which ORGANIZATION is required to submit an annual Performance Report under the Annual Review process, from June 5th through July 5th, to August 1st through September 1st, in order to coincide better with ORGANIZATION's operations and financial record keeping system; and

WHEREAS, on May 18, 2016, the Board of Recreation and Park Commissioners (“BOARD”) approved an exemption to the Annual Community Garden Use Fee (Report No. 16-118) under the Department of Recreation and Parks (“DEPARTMENT”) Open Space Community Garden Policy, approved previously by the prior BOARD on May 4, 2011 (Report No. 11-121); and

WHEREAS, pursuant to the BOARD’s approval of the Community Garden Annual Use Fee exemption, such exemption shall be granted to the ORGANIZATION through this SUPPLEMENTAL AGREEMENT; and

WHEREAS, CITY accepts ORGANIZATION’s offer to continue its collaboration with CITY for the continued operation and maintenance of the Wattles Farm and Community Garden at ORGANIZATION’s sole cost and expense.

NOW THEREFORE, the PARTIES agree to enter into this SUPPLEMENTAL AGREEMENT to Agreement No. 3402 as follows:

Agreement No. 3402 for the operation and maintenance of a community garden is hereby incorporated by reference into this SUPPLEMENTAL AGREEMENT as fully set forth herein, except as specifically modified by this SUPPLEMENTAL AGREEMENT.

Section 2 – Term

The first paragraph in Section 2 is hereby amended in its entirety and shall now read:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be a maximum of **ten (10)** years, beginning on June 27, 2013 subject to annual performance evaluations (“ANNUAL PERFORMANCE REVIEWS”) conducted by the Department of Recreation and Parks (“DEPARTMENT”), to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT. Continuance of CITY’s collaboration with ORGANIZATION shall be contingent upon a favorable Performance Review, which shall include (i) an evaluation of ORGANIZATION’s compliance with the terms and conditions of this AGREEMENT; (ii) fulfillment of ORGANIZATION’s operational obligations under this AGREEMENT, including the provision of programs and/or services performed under the Permitted Uses specified herein as Exhibit-B; and, (iii) completion of all Performance Requirements included herein as Exhibit-C (if applicable).

Section 3 – Annual Performance Review

The first paragraph in Section 3 is hereby amended in its entirety and shall now read:

Every year during the TERM of this AGREEMENT, for purposes of completing the yearly Performance Review process, ORGANIZATION shall submit to CITY during the period between **August 1st through September 1st of each year**, an annual performance or programmatic report (“Performance Report”) using the criteria attached hereto as Exhibit-D, which shall be incorporated herein by reference. CITY shall conduct such Performance Reviews annually and based on CITY’s findings, shall determine if CITY wishes to continue its collaborative relationship with ORGANIZATION through this AGREEMENT. CITY shall not unreasonably withhold its determination. The Annual Performance Reviews may also include, but not be limited to, other matters requiring CITY’s approval, such as compliance with the terms and conditions of this AGREEMENT, adequacy of ORGANIZATION’s funding, ORGANIZATION’s operation and maintenance of the PROPERTY, public’s participation in ORGANIZATION’s programs, and ORGANIZATION’s cooperation with CITY staff. ORGANIZATION shall provide such additional information as CITY may reasonably request.

Section 9 – Consideration

Section 9 is hereby amended in its entirety and shall now read:

The consideration for this AGREEMENT in exchange for ORGANIZATION’s use of the PROPERTY, shall be ORGANIZATION’s provision of garden-associated recreational activities, programming and services, and maintenance and/or repair of the PROPERTY, at no cost to the CITY, pursuant to the terms and conditions for this AGREEMENT and in accordance with DEPARTMENT policies for recreation and/or park purposes, together with the attendant benefits to the People of the City of Los Angeles. Additionally, ORGANIZATION’s use of the PROPERTY shall be subject to certain cost recovery fees describe below. Such fees are subject to change with prior notice to ORGANIZATION.

a. Utilities. Pursuant to DEPARTMENT policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on October 2, 2002 (Report No. 02-349), the cost of utility services to the PROPERTY, such as electricity, gas, water, telephone, and cable, shall be the sole financial responsibility of the

organization operating and maintaining the subject facility. Such utility expenses shall be paid directly by ORGANIZATION to applicable utility service provider(s). CITY shall bear no costs in regard to utility services.

b. 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 collaborating entities, 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 ORGANIZATION, with such services to be provided by a non-CITY service-provider and billed directly to ORGANIZATION for services rendered. CITY shall bear no costs in regards to the disposal and/or removal of solid waste.

Section 27 – Ratification

Section 27 is hereby inserted as follows:

At the request of CITY, and because of the need therefor, ORGANIZATION 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 ORGANIZATION for such services.

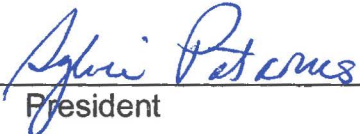
With the exception of Section 2 (Term), Section 3 (Annual Performance Review), Section 9 (Consideration), and Section 27 (Ratification), as stated above, the remainder of the terms and conditions of Agreement No. 3402 shall remain unchanged and in full force and effect. Should any provision of Agreement No. 3402 conflict with this SUPPLEMENTAL AGREEMENT, the terms and conditions of this SUPPLEMENTAL AGREEMENT shall prevail.


(SIGNATURE PAGE FOLLOWS)

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

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

WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC. , a California 501C(3) non-profit organization

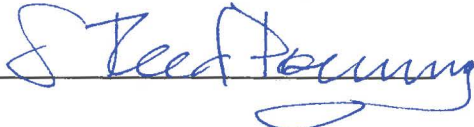
By: 
President

By: 

By: 
Secretary

Title: PRESIDENT

Date: 2/17/18

By: 

Title: Secretary

APPROVED AS TO FORM:

Date: 25 January 2018

MICHAEL N. FEUER, City Attorney

By: 
Deputy City Attorney

Date: 2/18/18