

APPROVED  
SEP 02 2015

REPORT OF GENERAL MANAGER

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 15-200

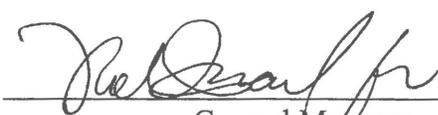
DATE: September 2, 2015

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BOYLE HEIGHTS SPORTS CENTER – AMENDMENT TO AGREEMENT NO. 3430 WITH LOS ANGELES CONSERVATION CORPS, INC., TO EXTEND THE TERM OF AGREEMENT

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
\*V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved  \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment to Agreement No. 3430, substantially in the form on file in the Board Office, between the City of Los Angeles and the Los Angeles Conservation Corps, Inc., to extend the term of Agreement No. 3430, from three (3) years to ten (10) years, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the Amendment to the Mayor, in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Amendment subsequent to all necessary approvals.

SUMMARY:

On August 8, 2012, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3430 (Agreement), attached to this Report as Exhibit A, between the City of Los Angeles (City) and Los Angeles Conservation Corps, Inc. (Organization), authorizing the Organization's operation and maintenance of a community garden, urban farm, and Conservation Corps site (collectively known as the East Los Angeles Conservation Corps Site), on dedicated park property located across from the Boyle Heights Sports Center within the community of Boyle Heights, at 1020 South Fickett Street, Los Angeles, CA 90032 (Report No. 12-232). Organization

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provides Los Angeles youth with recreational opportunities through programs and projects at the site focused on life skill development, garden and vegetation cultivation, environmental conservation, vegetation management, and community support. In addition, Organization also assists Recreation and Parks (RAP) on occasion with park maintenance and improvement projects on a pro-bono basis. The property is technically part of the Boyle Heights Sports Center, but is physically located across the street on 7<sup>th</sup> Street. The Agreement, which was executed on February 7, 2013, presently carries a three (3) year term and is due to expire on February 6, 2016.

The Organization has successfully operated the East Los Angeles Conservation Corps Site for the past three (3) years at their sole cost and has received positive yearly evaluations from staff. Pursuant to RAP Policies pertaining to utilities, waste disposal, and staff impacts related to organizations operating on park property, the Organization pays utility and trash disposal expenses directly to respective service providers, and reimburses RAP through an annual cost recovery fee for Staff Impacts, in the amount of \$1,704.00 for the administration of the Agreement and related annual on-site performance evaluation. In addition, pursuant to the RAP Open Space and Community Garden Policy, the Organizations also pays RAP an annual community garden use fee in the amount of \$100.00, applicable to gardens with up to fifty (50) or fewer garden plots.

The Organization has communicated that it wishes to continue its collaboration with RAP for the operation and maintenance of the East Los Angeles Conservation Corps Site. Staff therefore recommends that the term of Agreement No. 3430 with Organization be extended for seven (7) additional years through the proposed Amendment, allowing the Organization to continue operating and maintaining the East Los Angeles Conservation Corps Site for the benefit of the local community and RAP.

Additionally, Section 4 of Agreement No. 3430 is also amended to include language conforming to First Amendment rights regarding exclusive or primary use of park property by private organizations and which will be included in all relevant RAP agreements.

### FISCAL IMPACT STATEMENT:

Extending the term of Agreement No. 3430 with Organization will have no adverse impact on the RAP General Fund, as Organization will continue to be solely responsible for costs and expenses associated with the operation and maintenance of the East Los Angeles Conservation Corps Site.

This Report was prepared by Joel Alvarez, Senior Management Analyst, and Raymond Chang, Management Analyst, Partnership Division.

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
LOS ANGELES CONSERVATION CORPS, INC.  
FOR THE OPERATION AND MAINTENANCE OF THE  
EAST LOS ANGELES CONSERVATION CORPS SITE**

This AGREEMENT ("AGREEMENT") is entered into as of February 7, 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 Los Angeles Conservation Corps, Inc., a California 501(c)(3) non-profit corporation within the City of Los Angeles (referred to herein as, "ORGANIZATION"), with reference to and based upon the following. CITY and ORGANIZATION may be referred to herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks (RAP), owns and operates real property located at 1020 South Fickett Street, Los Angeles, California 90032 known as the East Los Angeles Conservation Corps site ("PROPERTY") as defined by the legal description and/or site map attached hereto and incorporated herein as Exhibit-A,

WHEREAS, ORGANIZATION is substantially engaged in performing public works and conservation projects utilizing at-risk young adults and school-aged youth which along with skills training and outdoor activities provides the youth with work experience that enables their social development while benefitting the community;

WHEREAS, ORGANIZATION has agreed to operate and maintain the PROPERTY in accordance with the terms and conditions herein to fulfill recreational needs of the residents of the City of Los Angeles; and

WHEREAS, CITY agreed to accept this offer of operations and maintenance at their meeting of August 8, 2012, Report No. 12-232;

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

**1. USE OF PROPERTY**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT authority to use the PROPERTY for the operation of a Conservation Corps site as described in the Permitted Uses set forth below, which shall be performed by ORGANIZATION in compliance with the terms and conditions of this AGREEMENT, including payment of Cost Recovery Fees as applicable and performance of Maintenance Requirements at the sole cost and expense of ORGANIZATION.

**2. TERM AND TERMINATION**

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT.

- A. **Commencement and Expiration.** This AGREEMENT shall take effect on the date set forth above, pursuant to the date of execution ("COMMENCEMENT DATE"), and shall end upon the expiration of the TERM, or the earlier of (i) a written termination notice from RAP or ORGANIZATION, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable ANNUAL PERFORMANCE REVIEW or termination for cause during the TERM; or, (ii) the date that ORGANIZATION ceases to operate at the PROPERTY; or, (iii) ORGANIZATION implements the general termination provision described herein.
- B. **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 to peacefully surrender the PROPERTY to RAP within sixty (60) calendar days of receiving a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove the same, 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 sixty (60) 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, as described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reason beyond ORGANIZATION's control.

3. **ANNUAL PERFORMANCE REVIEWS**

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

- A. Continuance of CITY's collaboration with ORGANIZATION shall be contingent upon a favorable ANNUAL 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 PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by ORGANIZATION's program rules, goals, description, and/or information attached hereto and incorporated herein as Exhibit-B;
  - (iii) Adequacy of ORGANIZATION's funding;
  - (iv) The volume of the public's participation in ORGANIZATION's programs; and,
  - (v) ORGANIZATION's cooperation with CITY staff.
- B. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of June 1<sup>st</sup> through July 1<sup>st</sup> of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover, but not be limited to:
- (i) Annual Budget and Report of Expenditures
  - (ii) Data on participants and program results
  - (iii) Copies of marketing, recruitment, and press materials
  - (iv) Discussion of program changes or challenges
- C. RAP reserves the right to request additional material or clarifying information after review of the submitted PERFORMANCE REPORT.
- D. CITY's approval to continue the collaborative relationship shall be based solely on findings obtained through the ANNUAL PERFORMANCE REVIEW, which in addition to evaluation of the PERFORMANCE REPORT and review of compliance with the terms and conditions of this AGREEMENT, can include interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is provided as Exhibit-C, attached hereto and incorporated herein by reference. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination.

#### 4. ACCESS TO 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, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY.

5. **PERMITTED USES**

ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES, subject to prior approval and written consent through an amendment to this AGREEMENT by the Board of Recreation and Park Commissioners ("BOARD"). ORGANIZATION, at its sole cost and expense, shall:

- A. Provide planning, staging, and training for conservation programs which are implemented city-wide and incorporate youth participation; conduct youth-oriented and community gardening opportunities; and other recreational uses that enhance but do not conflict with RAP program and services, all in accordance with the program rules, goals, description, and/or information attached hereto and incorporated herein as Exhibit-B.
- B. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
- C. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
- D. Provide sufficient staff necessary to perform the operation of its Conservation Corps Site including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
- E. Ensure that staffing of the PROPERTY complies with applicable CITY, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc., whether the person is an employee or volunteer of ORGANIZATION.
- F. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance 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.
- 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.
- H. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.

6. **DAYS AND PERIODS OF USE**

ORGANIZATION shall be entitled to use the PROPERTY to provide a Conservation Corps Site, including public programs and services, recreational uses and functions, events, and other agreed upon uses as follows: ("PERMITTED TIMES") during the times specified below,

- A. Program Operation: 6:00 a.m. – 10:00 p.m. daily. Any extended times or hours for specified events or programs related to the program may be granted with prior written consent of the City.
- B. 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 Section 10 below, by completing a Building Use Application at least 30 days in advance of the particular activity or event and submitting it to the Partnership Division as referenced in Notices Section 21. No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP, which shall not be unreasonably withheld, 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.
- C. ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.

7. **PARKING**

During the Term of this Agreement and during Permitted Times specified above in Section 6 of this Agreement, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

8. **FUNDING**

All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with the PROPERTY or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operations and maintenance of the PROPERTY, including but not limited to the delivery of a Conservation Corps Site on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PROPERTY. If for any reason ORGANIZATION fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. 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. ORGANIZATION may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

9. **MAINTENANCE AND REPAIR OF PROPERTY**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PROPERTY as described herein.

- A. ORGANIZATION accepts PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- B. ORGANIZATION, in performing all required maintenance and repair of PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY, in accordance with the standards set forth herein and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- C. Daily maintenance to be performed by ORGANIZATION:
- (i) Keep the PROPERTY and the surrounding areas clean and safe at all times;
  - (ii) Maintain pedestrian paths, common walkways and other areas;
  - (iii) Pick up and dispose of trash and debris whether by ORGANIZATION's activity or activity of a contracted vendor; and
  - (iv) Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.
- D. ORGANIZATION shall immediately repair any damages to PROPERTY which occur during ORGANIZATION's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of PROPERTY; ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to public safety. ORGANIZATION shall report any such damages to CITY within 48 hours of ORGANIZATION receiving such information.
- E. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of ORGANIZATION with glass of the same size, kind, and quality.
- F. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on PROPERTY.
- G. ORGANIZATION shall be responsible for providing security on PROPERTY.
- H. 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. **CONSIDERATION**

Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for ORGANIZATION's use of the PROPERTY, shall be the provision of a Conservation Corps Site for the benefit of the general public, at no cost to

CITY, including but not limited to, ORGANIZATION's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY.

- A. **Cost Recovery Fee.** During the TERM of AGREEMENT, ORGANIZATION shall pay an annual Cost Recovery Fee for costs incurred by RAP related to this AGREEMENT and ORGANIZATION's use of the PROPERTY, and for utility and/or trash costs not directly paid to providers, as detailed below. The annual Cost Recovery Fee is \$1,704.00 to be paid between July 1<sup>st</sup> and July 15<sup>th</sup> of each current year, as related to ORGANIZATION's operation of a Conservation Corps Site on the PROPERTY. PARTIES may discuss and agree that the annual Cost Recovery Fee may be paid in increments, semi-annually in the amount of \$852.00, quarterly in the amount of \$426.00, or monthly in the amount of \$142.00. Should payment be made incrementally, payments shall be due by the tenth day of each period (by July 10<sup>th</sup> and January 10<sup>th</sup> for semi-annually; by the 10<sup>th</sup> of July, October, January, and April for quarterly; and by the 10<sup>th</sup> of each month for monthly). Cost Recovery Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- B. **Community Garden Fee.** In accordance with RAP's Policy on Community Operated Open Space (BOARD Report No. 11-121), ORGANIZATION shall pay in a lump sum between July 1<sup>st</sup> and July 15<sup>th</sup> of each current year an annual Community Operated Open Space Fee to the CITY of \$100.00, throughout the term of the agreement. The PROPERTY currently contains 19 garden plots, to be re-configured, not to exceed 50 10x10 garden plots.
- C. **Utilities.** Pursuant to RAP policy regarding utility payments 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), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of ORGANIZATION. Such utility expenses shall be paid directly by ORGANIZATION to utility service provider(s).
- D. **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.
- E. **Telephone and data lines.** ORGANIZATION shall be responsible for the cost of telephone and data lines utilized on PROPERTY and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that ORGANIZATION uses.
- F. Payment of Cost Recovery Fees shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of cost recovery fees regardless of written notification which is not required.

G. Payments are to be mailed to:

City of Los Angeles  
Department of Recreation and Parks  
Partnership Division  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, CA 90039

11. **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.

12. **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, 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 authorization 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 CITY's 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:
- City of Los Angeles  
Department of Recreation and Parks  
Superintendent, Planning, Development and Maintenance Branch  
221 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012
- I. Upon receipt of final approval, commence construction in coordination with CITY staff.

13. **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, agents, employees, assigns and successors in interest as an additional insured for all required coverages, 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 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 (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 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.

14. **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 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, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost 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 ORGANIZATION's employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by ORGANIZATION 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 AGREEMENT and those allowed under the law of the United State, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

15. **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 thereon 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.

16. **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 the PROPERTY in compliance with laws pertaining to hazardous substances. 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.

17. **PUBLICITY**

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 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. CITY and ORGANIZATION 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 CITY and ORGANIZATION. To the extent stipulated in any grant agreement, 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 grantor 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 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"

18. **SIGNAGE**

No signs or banners of any kind will be displayed unless previously approved in writing by RAP. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On signage at PROPERTY, ORGANIZATION shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

19. **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 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.

20. **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 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 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.

21. **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. 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:

If to CITY: City of Los Angeles  
Department of Recreation and Parks  
Partnership Division  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, CA 90039  
Telephone: (818) 243-6488; Fax: (818) 243-6447

If to ORGANIZATION: Los Angeles Conservation Corps  
c/o Bruce Saito  
PO Box 15868  
Los Angeles, CA 90015  
Telephone: (213) 362-9000 x 203; FAX: (213) 362-7950  
Site Telephone: (323) 526-1460; FAX: (323) 526-1453

22. **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 CITY and ORGANIZATION, 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. **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.

25. **ORDINANCES AND STANDARD PROVISIONS**

The "Standard Provisions for Contracts (Rev. 3/09)" 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. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. ORGANIZATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

26. **APPROVAL OF SUB-LEASES OR SUB-AGREEMENTS**

Any operation, services, or activity conducted on the PROPERTY on behalf of the ORGANIZATION by a third party, including but not limited to 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-lease or sub-agreement affecting the PROPERTY shall be filed with RAP for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

27. **MERCHANDISE**

No merchandise shall be sold by ORGANIZATION on PROPERTY without the prior written consent of RAP.

28. **SAFETY PRACTICES**

ORGANIZATION shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of injury or death, ORGANIZATION shall ensure that the injured person receives prompt medical attention as soon as possible thereafter. In the event of death, ORGANIZATION must notify park full time staff as soon as possible in order to comply with OSHA and RAP policies. ORGANIZATION shall keep internal documentation of the incident and provide RAP with such information upon request.

If after reasonable notice, ORGANIZATION fails to correct hazardous conditions which have led or, in the reasonable opinion of CITY, could lead to injury or death, CITY may, at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by ORGANIZATION to CITY.

29. **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 PREMISES for film production purposes. Any commercial filming shall be subject to approval by RAP's Park Film Office and Film L.A. All fees for use of park 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. If PREMISES is used as a film location, PARTIES agree that, apart from the aforementioned permit fees, any revenue ORGANIZATION receives from the use of PREMISES as a film location be reported to and shared equally with RAP.

30. **SUSPECTED CHILD ABUSE**

ORGANIZATION or ORGANIZATION's parent volunteers must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY.

ORGANIZATION will notify the Partnership Division as referenced in Notices Section 21 within five (5) business days after a report has been made.

31. **INCORPORATION OF DOCUMENTS**

The following Exhibits are incorporated by reference:

Exhibit A: Site Map

Exhibit B: Conservation Corp Program & Community Garden Rules and Policies

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

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 B; 4) Exhibit E; 5) Exhibit D; 7) 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: \_\_\_\_\_

President

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

Secretary

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

2/7/2013

**ORGANIZATION:**

Los Angeles Conservation Corp, Inc. a California 501(c)(3) non-profit corporation

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

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

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

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

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

**APPROVED AS TO FORM:**

CARMEN A. TRUTANICH, City Attorney

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

Deputy City Attorney

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

2/7/2013

1/15/2013

EXECUTIVE DIRECTOR

DIRECTOR OF FINANCE

**EXHIBIT-A**  
**Site Map**

**East LA Conservation Corps Site**  
**1020 South Fickett Street, Los Angeles, CA 90032 (APN 5189-008-908)**

The PROPERTY authorized for the operation and maintenance of the East Los Angeles Conservation Corps Site in Boyle Heights by ORGANIZATION, is illustrated below enclosed in the red line highlighted in yellow.



**EXHIBIT-B**  
**Conservation Corp Program & Community Garden Rules and Policies**

**Young Adult Corps**

The LA Conservation Corps was founded in 1986 to provide 18- to 24- year olds with a high school diploma program and paid on-the-job-training and support services through the Young Adult Corps. Today, our longest-running youth and workforce development program serves approximately 500 18- to 24-year-old corps members each year. Approximately 80% of the corps members enter the program without a high school diploma and participate in our school/work model alternating two-month blocks of high school classes at one of our charter school sites and paid on-the-job training on work projects throughout Los Angeles County.

The 18- to 24-year-old youth who come to us for a second chance at a high school diploma and applicable work experience that will make them competitive for living wage jobs have been unable to find a place where they can do both successfully. Our unique program model provides working age youth helps corps members graduate from high school and connect to the working world. We integrate academic education with life skills training, job training, paid work experience and case management, including post-program transition services.

To date, the Young Adult Corps has prepared 5,189 young people for good-paying jobs, many of whom have participated in one or more of the following individual work programs as follows:

**Recycling Across Los Angeles**

For the past 18 years, LA Corps' Recycling Across Los Angeles (RACLA) program has provided a valuable and important service in the collection of recyclables in LA County. RACLA is a community collection program certified by the California Department of Conservation (SP#0315).

RACLA recycling operations are currently housed at our 3,000-square-foot facility located in South Los Angeles. We service 160 accounts, including LAUSD schools, businesses (Los Angeles Convention Center, CBS), entertainment venues (Rose Bowl and the Los Angeles Coliseum), multi-family housing facilities and public parks. In FY 08-09 alone, RACLA recycled more than 184 tons of cans and bottles which is approximately 2,759,072 beverage containers. Additionally, the program recycled over 134 tons of mixed paper and cardboard.

**Community Garden Construction and Management**

Funded by the City of LA's Community Development Department, the Community Garden Program is dedicated to constructing and maintaining garden beds at schools, housing developments and public parks throughout the city. These gardens serve as educational resources for schoolchildren and local communities and increase access to healthy vegetables, herbs and other produce grown.

**Urban Forestry Tree Planting Programs**

The Corps' two largest ongoing environmental projects include our tree planting work in partnership with the LA Department of Water and Power's Trees for a Green LA and the City of LA's/Mayor Antonio Villaraigosa's Million Trees LA initiative. As the prime contractor for LADWP's Trees for a Green LA program, we maintain the staging area at Griffith Park, which can accommodate up to 7,500 five-gallon trees at a time, for program stock and tree care.

- To date, we have delivered over 46,000 trees to LADWP customers who have received education about how to strategically plant trees around their homes to maximize energy efficiency. The Corps is also one of the five (5) key tree planting partners for Mayor Villaraigosa's ambitious Million Trees LA initiative to plant one million trees in the City of Los Angeles over the next 10 years.
- The Corps has procured and distributed 45,886 trees and seedlings for MTLA to City of Los Angeles residents.

## **Community Enhancement Team**

The Community Enhancement Team is a new division of our Northeast Los Angeles Center, which is dedicated to street maintenance and trash abatement. The Team responds to daily service and clean-up requests from two Business Improvement Districts (BIDs), including Chinatown in Northeast LA and South Park in downtown LA. Also, we perform similar work on two redevelopment corridors: Chavez Avenue-Adalante Boyle Heights Redevelopment Project and the Pico Union 1 and 2 Development Projects for the City of LA's Community Redevelopment Agency (CRA). The goals of these redevelopment projects are to encourage historic preservation, expand recreational and institutional uses, enhance the respective image of each area and promote economic development.

## **LA River Corps**

In partnership with the City of LA's Community Development Department and the Board of Public Works' Bureau of Sanitization, the LA River Corps is working to restore and revitalize sections of the LA River. Youth working on this project are providing clean up service Tuesday through Saturday at various project sites along the LA River from Cypress Park to East Los Angeles. The services include litter abatement, graffiti removal and vegetation management. This project combines classroom education with outdoor experience for our corps members. They participate in education and training sessions covering topics such as watershed habitat, native landscaping, river hydrology, ecology, water quality management efforts for the River.

The Los Angeles River Corps' Program's vision lies in the premise that the Los Angeles River environment is an excellent location for training, education and job skill development through classroom and outdoor environmental restoration projects. Our youth development program proposes to combine outdoor classroom education with hands on work experience.

The LA River Corps' Teams provide the following environmental services:

- **Watershed Education:** river hydrology, ecology and water quality best management practices, education outreach programs to youth from nearby schools and youth organizations.
- **Native Plant Landscaping:** gardening, landscape design, maintenance, construction of pocket parks, water conservation and recycling conservation projects and flood management service projects.
- **Weekly Restoration Work:** 5 day, and periodic Saturday and Sunday maintenance of the River, including but not limited to removal of debris and illegal dumping, removal of graffiti, recycling, fire hazard and fuel reduction service projects.

## **Urban Park Construction/Landscaping/Irrigation**

Los Angeles Conservation Corps crews have the ability and skill to build small urban pocket parks on unique and uninhabited lots just about anywhere. Corps members learn from the ground up everything from land surveying, demolition, grading, and all aspects of landscaping including hardscape and softscape. Corps crews build from design bio swales to capture rain water, solar powered irrigation systems, and form/pour unique concrete structures to enhance the park setting. Through this process, Corps members learn many aspects of construction including the use of heavy equipment such as bobcats and skip loaders.

## **Vocational Training Program - Brownfields Job Training Program**

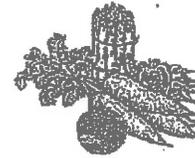
Similar to Youthbuild, we operate our Brownfields Job Training Program within the larger Young Adult Corps, as part of that program's offerings for specialized vocational training in high-demand career fields such as the emerging green sector and environmental remediation. In partnership with both the U.S. Environmental Protection Agency (EPA) and the Center to Protect Workers' Rights, we have offered a Brownfields program since 2001. Corps members develop marketable job skills to secure employment in green career and/or construction industries while they improve the overall health and safety of local communities by completing environmental assessments and remediation work on vacant lots and blighted buildings throughout Los Angeles. Since the program's conception in 2005, a total of 245 disenfranchised workers were certified in lead, asbestos and hazardous waste removal through the Brownfields Job Training Program; 80% of participants were placed in jobs in environmental remediation or construction fields.

### **Vocational Training Program - Youthbuild**

We operate our Youthbuild program within the larger Young Adult Corps, as part of that program's offerings for specialized vocational training in high-demand career fields such as construction. Since we began offering Youthbuild in 2005 in partnership with the US Department of Housing and Urban Development (HUD), a total of 30 corps members have completed the program. Corps members typically remain in Youthbuild for a minimum of six (6) months and those in need of a high school diploma or GED are encouraged to remain in the program for up to two (2) years to achieve their educational and/or career goals. Youthbuild corps members benefit from applying classroom-based construction training modules to on-site projects, paid construction trade experiences, and from working alongside skilled construction workers. Our Youthbuild program curriculum follows standards created by the National Center for Construction Education and Research (NCCER), which are recognized nationally by employers and trade unions in the construction industry.



## East LA Community Garden Rules & Regulations



1. Community Members within  $\frac{1}{2}$  mile radius will be given first priority to garden plots. One plot per family. If interested in a second plot, contact garden manager. Plots will be assigned on a first come, first serve basis. Once all plots are assigned, all prospective gardeners will go on a waiting list and position will be determined by date of interest.
2. Once assigned a plot, gardener must clear, cultivate and plant within four weeks of receiving plot.
3. No pets allowed in the garden.
4. Garden bed boundaries are clearly defined. Plants must remain inside of each garden plot. Trees and invasive species are not allowed in individual garden plots.
5. Every gardener is responsible for their own plot. If you will be absent and unable to tend your plot, please inform garden manager so that your plot will be maintained. Failure to do so may result in verbal warnings.
6. No exchanging of plots without the knowledge and consent of the garden manager.
7. No planting in the open/possible park area without knowledge and consent of garden manager.
8. All trash must be dropped in the trash receptacles or recycling bins.
9. All green waste shall be placed in the assigned compost area. Invasive weeds are to be placed in the black trash receptacles.
10. All paths and plots must be kept free of trash, weeds and debris. You are responsible for continued weeding and mulching of common path surrounding your individual plots. We will work to have mulch readily available for use in paths. Please do not utilize large branches or straw as they may pose safety issues.
11. Garden beds that are not maintained, are unattended or have improper plantings will be given a verbal warning by the garden manager. You must resolve the issue within 2 weeks. If not resolved after two weeks, a second warning will be issued. If not resolved within 2 weeks of second warning, plot will be considered abandoned and you will be terminated from the garden.
12. Only organic pesticides/herbicides are allowed. For a complete list of acceptable pesticides/herbicides, please talk with garden manager.
13. Crops must be harvested when they are mature to deter pest and rodents. If you have surplus, share it with your fellow gardeners or donate it.
14. Conserve water and electricity to the best of your ability.
15. Be considerate of other plots when watering and try to avoid spraying others plants.
16. Notify the garden manager of any water system leaks immediately. If you break a water line, please shut off at main valve and contact garden manager.
17. Garden tools are for all gardeners to use. After every usage return to small tool shed. We will keep a limited number of tools available for daily use, however due to the number of gardeners, it is suggested that you bring your own tools.

18. Leave all hoses neatly coiled near water spigots and maintain your garden bed walls. And repairs to your garden plot walls will be done so at your own expense.
19. If vandalism, theft or accident occurs at the garden, please notify garden manager.
20. As a courtesy to your neighbors, please do not play loud radios.
21. Each plot requires 12 hours of community service per year. This is service for the entire community garden and must be completed at the monthly community work days. If you are unable to attend these monthly workdays, please contact the garden manager and they will identify additional work for you to fulfill your hours.
22. Smoking, alcoholic beverages and illicit drug use are prohibited throughout the area, and may result in immediate termination.
23. Children and guests must be accompanied by an adult and must be supervised at all times.
24. Garden hours are sunrise to sunset, seven days a week except for special events.
25. If you would like to use the open space for an event you must notify the garden event coordinator and fill out an event form.
26. If you, your family or guest damage any property or equipment of the garden you will be responsible to fix or replace item(s).
27. Keep the gardener's lock and chain on the gate locked at all times. Please lock the gate after entering and after leaving to help avoid theft from plots by non-members.
28. Do not pick produce from others plots without expressed written permission. Taking of produce without permission will be considered theft and will result in immediate termination.
29. The fruit trees are communal property, but are cared for by specific individuals. You are allowed to take two handfuls of fruit per day from the trees when fruit is ripe. Please do not trim or prune fruit trees without permission from garden manager.



### EAST LA COMMUNITY GARDEN PLOT ASSIGNMENT AGREEMENT

Start Date \_\_\_\_\_ Plot Number \_\_\_\_\_

Member's Name \_\_\_\_\_

Street Address \_\_\_\_\_

Apt. # \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone No. (\_\_\_\_) \_\_\_\_\_ Other Phone No. (\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Occupation \_\_\_\_\_

Household members who will also be gardening with you

*(\*\* Non-family members must sign waiver on back)*

I have received a copy of the East LA Community Garden Rules and Regulations. I understand that my continued membership at the garden is contingent upon my compliance with these Rules and Regulations, as well as the annual completion of my community service obligation.

Signature \_\_\_\_\_ Date \_\_\_\_\_

FEEs: Plot Rental: \$25.00/year first plot Amount of check \$ \_\_\_\_\_  
\$30.00/year each additional plot  
Key: \$1.00/copy  
Insurance: \$ 6.00/year per member  
Associate: \$ 6.00/year Check Number \_\_\_\_\_

FUNDS DISTRIBUTION  
Plot Rental \$ \_\_\_\_\_ Keys \$ \_\_\_\_\_ Other \$ \_\_\_\_\_  
Insurance \$ \_\_\_\_\_ Associate \$ \_\_\_\_\_  
*(New member must sign Waiver on opposite side)*

**WAIVER**

This is a letter of constructive information and understanding between LA Conservation Corps and \_\_\_\_\_, I am informed that  
(Please print your name here)

risks and hazards inherent to gardening are present on the grounds of *East LA CG*. *LA Corps* maintains no accident insurance on my behalf. In the event of injury to myself as a gardener, I have now or shall obtain at my own expense adequate insurance to cover my personal needs.

I am further informed that in matters concerning my garden plot at *East LA CG*, claims made against me by others are my own responsibility and that I have or shall obtain coverage to protect myself should such a situation arise.

I agree to abide by all *East LA CG* by-laws and regulations.

The individuals who serve as officers and/or directors are unpaid volunteers who are not serving behind the corporate shield. I understand that persons in this capacity are no more or less responsible for acts of omission or commission than any other *East LA CG* member.

In signing this, I agree that any dispute, controversy or claim regarding any *East LA CG* matter shall be settled by arbitration in accordance with the arbitration committee.

In signing this, I agree to give up the right to have any such dispute, controversy or claim decided in a court of law and agree that I will accept the committee's decision as final and binding.

I do have the right to have this letter explained to me before I affix my signature. In signing this, I am willing to accept any at-risk situation which has been outlined in this letter. I am willing to do this in exchange for the privilege of gardening at *East LA CG*. In doing so, I am in no way under duress nor do I have any mental reservation.

Member's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Household Member's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Household Member Signature's \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT-C**  
**Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**CONSOLIDATED PERFORMANCE REVIEW**

<b>PARTNER ORGANIZATION</b>	
<b>PROJECT/PROGRAM TITLE</b>	<b>ONE-TIME or ROE</b> <input type="checkbox"/>
	<b>ANNUAL</b> <input type="checkbox"/>
<b>DEPARTMENT FACILITY(IES)</b>	
<b>PERIOD COVERED:</b>	<b>DATE OF INSPECTION:</b>

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>FINANCIAL</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>OUTREACH</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

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CONSOLIDATED PERFORMANCE REVIEW - PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>SAFETY</b>	<input type="checkbox"/>				
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>ORGANIZATION</b>	<input type="checkbox"/>				
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement, including proof of non-profit status (if applicable - check website)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
<b>OVERALL EVALUATION</b>	<input type="checkbox"/>				

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**CONSOLIDATED PERFORMANCE REVIEW - PAGE 3**

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

<p align="center"><b>ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS</b> <i>Include RAP Staff feedback and participant comments</i></p>
---

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

<b>ATTACHMENTS</b>
<input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Public Comments <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms
<input type="checkbox"/> Annual Report <input type="checkbox"/> Budget <input type="checkbox"/> Inspection(s) <input type="checkbox"/> Compliance Check <input type="checkbox"/> Legal/Insurance Status <input type="checkbox"/> Other _____

Rev February 2012

## EXHIBIT-D Insurance Requirements

Form Gen. 146 (Rev. 3/09)

### Required Insurance and Minimum Limits

Name: Los Angeles Conservation Corps, Inc. Date: 06/12/2012

Agreement/Reference: Eastside Youth Development and Community Garden

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

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input 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>\$1,000,000</u>
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	
<input checked="" type="checkbox"/> Sexual Misconduct <u>\$1,000,000</u>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
Professional Liability (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Builder's Risk	
Pollution Liability	
<input type="checkbox"/>	
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	<u>100% of the contract price</u>
Crime Insurance	
Other:	
_____	
_____	
_____	
_____	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2012

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).

<b>PRODUCER</b> Ernest Bloomfield & Associates Rehab & Recovery Insurance Agency 22 Belfery St., #603 SAN FRANCISCO CA 94111	<b>CONTACT NAME:</b> Flora Hincosa <b>PHONE:</b> 4159662130 <b>FAX:</b> N/A <b>EMAIL:</b> Flora@ehbasoc.com <b>ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American States Insurance Company</td> <td>19704</td> </tr> <tr> <td>INSURER B: General Insurance Company of America</td> <td>24732</td> </tr> <tr> <td>INSURER C: First National Insurance Co of America</td> <td>24724</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American States Insurance Company	19704	INSURER B: General Insurance Company of America	24732	INSURER C: First National Insurance Co of America	24724	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> Los Angeles Conservation Corps P.O. Box 15888  Los Angeles CA 90015														

**COVERAGES**      **CERTIFICATE NUMBER:**      **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.

PKT LTR	TYPE OF INSURANCE	AGGREGATE LIMIT (USD)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROPERTY		01CH83477250	04/01/2012	04/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 PROPERTY \$5,820,700 COVERED SINGLE LIMIT (Per accident) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC					
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> UNLICENSED AUTOS	Y N	25CC20988760	04/01/2012	04/01/2013	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> EXCESS LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y Y	01SU42380520	04/01/2012	04/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 PRODUCTS COMP \$5,000,000
B	<input type="checkbox"/> WIDENERS COMPOSITION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If yes, see Note under DESCRIPTION OF OPERATIONS below)	N/A				<input type="checkbox"/> WC STAT/TORY LIMITS <input type="checkbox"/> DIS EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	N N	LP7745083D	04/01/2012	04/01/2013	\$1MIL/\$3MIL OCC/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if space is required)  
 ALL PROJECTS AND CONTRACTS WITH THE CITY OF LOS ANGELES

<b>CERTIFICATE HOLDER</b>  City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	<b>CANCELLATION</b>  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 Flora Hincosa
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ACORD 25 (2010/06)

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**EXHIBIT-E**  
**Standard Provisions for City Contracts (Rev 03/09)**