

APPROVED

11-16-2016

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS

NO. 16-228

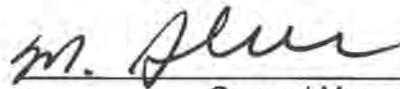
DATE: November 16, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WATTLES FARM AND COMMUNITY GARDEN – SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3402 WITH WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.

AP Diaz	_____	*V. Israel	<u> </u>
R. Barajas	_____	K. Regan	<u> </u>
H. Fujita	_____	N. Williams	<u> </u>



General Manager

Approved

Disapproved

Withdrawn

RECOMMENDATIONS

1. Approve a proposed Supplemental Agreement to Agreement No. 3402, herein included as Attachment 1, between the City of Los Angeles and Wattles Farm and Neighborhood Gardeners, Inc., to extend the term of Agreement No. 3402 an additional seven years, from three years to a total of ten years, and implement an exception to the annual garden fee requirement under the Department of Recreation and Parks Community Operated Open Space Policy, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the Supplemental Agreement to the Mayor, in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Amendment subsequent to all necessary approvals; and
4. Authorize the General Manager or Designee to make any necessary technical changes consistent with the Board's intent in approving the proposed Supplemental Agreement.

SUMMARY

On May 2, 2012, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3402 (Agreement), attached to this Report as Attachment 2, between the City of Los Angeles (City) and Wattles Farm and Neighborhood Gardeners, Inc. (Organization), authorizing the Organization's operation and maintenance of the Wattles Farm and Community Garden (Garden), located on dedicated parkland at 1824 North Curson Avenue, Los Angeles, CA 90046 (Report No. 12-123). The Agreement, which was executed on June 27, 2013, carried a three year term which expired on June 26, 2016.

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The Organization has successfully operated the Garden since 1975. Most recently, the Organization has continued to serve the surrounding community for the past three years under the existing Agreement at their sole cost and expense, and has received positive yearly evaluations from staff through the RAP Partnership Policy annual evaluation process.

Wattles Farm and Community Garden currently has three hundred fourteen (314) members, twelve (12) of which sit on the Board of Directors. A list of the Organization's Board of Directors is included for reference as Attachment 3. The Organization offers community gardening programs that include garden tours to the public, local schools and other organizations by appointment. The subject Garden currently has one hundred seventy-two (172) garden plots. The Organization pays the Los Angeles Department of Water and Power directly for their water use (Meter No. 90129833).

The Organization has communicated that it wishes to continue its collaboration with RAP for their continued operation and maintenance of the Garden, and as such requested that the term of the original Agreement be extended. The Organization also requested a minor change to the performance reporting period required under the Agreement's annual review process. On May 18, 2016, the Board approved an exemption to the Community Garden Annual Use Fee for organizations operating community gardens on property under the jurisdiction of RAP (Report No. 16-118). The proposed Supplemental Agreement addresses the Organization's requested changes and the Board's approval of the annual garden fee exemption.

Based on the past success of Garden operations reflected by positive annual evaluations, RAP Staff recommends that the proposed Supplemental Agreement be approved, extending the term of Agreement No. 3402 for an additional seven years, modifying the period during which the Organization is required to submit their Performance Report, and implementing the Board's exemption to the Annual Garden Use Fee, which will allow the Organization to continue operating and maintaining the Garden for the benefit of the local community and RAP.

FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3402 and implementing the additional proposed changes, 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 the Wattles Farm and Community Garden.

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

LIST OF ATTACHMENTS

- 1) Proposed Supplemental Agreement
- 2) Agreement No. 3402
- 3) List of Organization's Board of Directors

**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 _____ day of _____, 20____, 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: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

**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: 13 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.

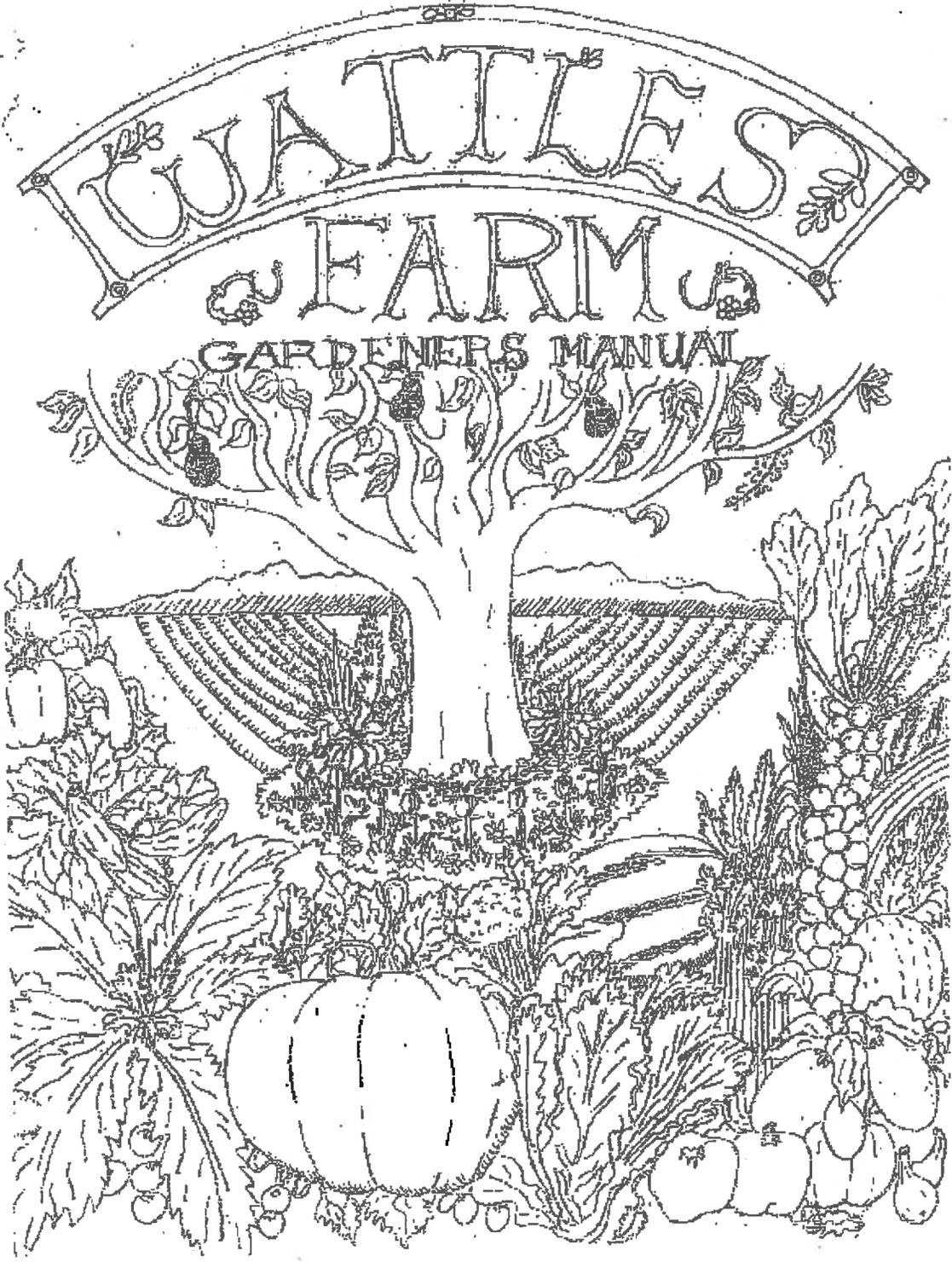
1. ORGANIZATION policies and guidelines are attached as part of Exhibit B.
2. Plot assignments are assigned to prospective new members on the current waiting list. 1 Plot per residence address/family.

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 Garden's Manual

A SHORT HISTORY OF WATTLES

In March of 1972, Mark E. 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 1973, 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 tree 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	67, 68

Revised: January, 1981

Wattles Farm Community Garden?

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., Curson 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 "Gardener" shall mean a member of the Gardeners 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 3 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 15' plot. Mini-plots are issued by the Gardener in charge of mini-plots.

Revised: January, 1987

Article 10 Interpretation

The term "community platform" 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.

The Garden's street address is 3541 Hollywood Boulevard. The main entrance and mailing address of the Garden is 1739 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.

Revised January, 1976

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1. List of provisions of garden

WATTLES FARM ORGANIZATION

BOARD OF DIRECTORS

Wattles Farm is governed by a 14 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 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 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 committees. Examples of some of these are:

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

Revised: May 17, 1992

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.

Wattles Farm Community Garden

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

C. **Community Work.** Unless explicitly announced as cancelled, the second Saturday and Sunday (8:00 a.m. - 1:30 p.m.) 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, Rosh Hashonah, Yom Kippur, Thanksgiving or Christmas. All Garden members are required to come to the Garden either Saturday or Sunday and contribute at least one and one half hours work on such clean up projects as the Gardener's Committee assigns. Gardeners keep records of participation and are empowered to terminate individual memberships for non-compliance, or for two successive unexcused absences. Excused or unexcused absences must be made up under the guidance of a Gardener within 30 days or may be accrued to the next monthly Community work weekend (3 hours). If a member is unable to complete his/her community work on the designated weekend, he/she is responsible for communicating with his/her 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.

D. **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.

E. **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 GARDENER!

Revised May, 2005

Notice to Members:

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

101 10-11-1984 (Revised)

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 member, gardenmaster and the head gardenmaster must be notified by telephone. Such notification must occur within 14 days of the postmark date of the Notice of Termination. Subsequently, the gardenmaster, head-gardenmaster 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 gardenmaster's meeting. After the member presents his/her case, the member will be excused while the Gardenmasters Committee discusses the appeal. The member will then be immediately notified of their decision.

Should the member decide to appeal the Gardenmasters' Committee's decision, the member must immediately appeal the decision to the Head-Gardenmaster. 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 (or any reason) will be grounds for automatic termination (without appeal).

Wattles Farm Community Garden

MEETINGS

Gardenmasters' Meeting

The Gardenmasters' 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 Gardener 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 me.

Board of Directors

The Board of Directors meet quarterly on the first Saturday of each quarter immediately after the Gardenmasters meeting. 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 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.

Wattles Farm Community Garden

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Wattles Farm Community Garden

RULES & REGULATIONS OF WATTLES FARM

1.1 MEMBERSHIP

1.1 The right to become a member of 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 Gardenmasters 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 Gardenmasters 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 nesting 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 trunks or branches 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, 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, 1994

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Notice of Termination

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, rank, 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 untended, 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.

1.4 INHERITANCE & SUCCESSION

3.1 No member shall resign, 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.

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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.

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Wattles Farm Gardeners' 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 reassignments 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.

5.0 STEALING

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. 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 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 grapa 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.

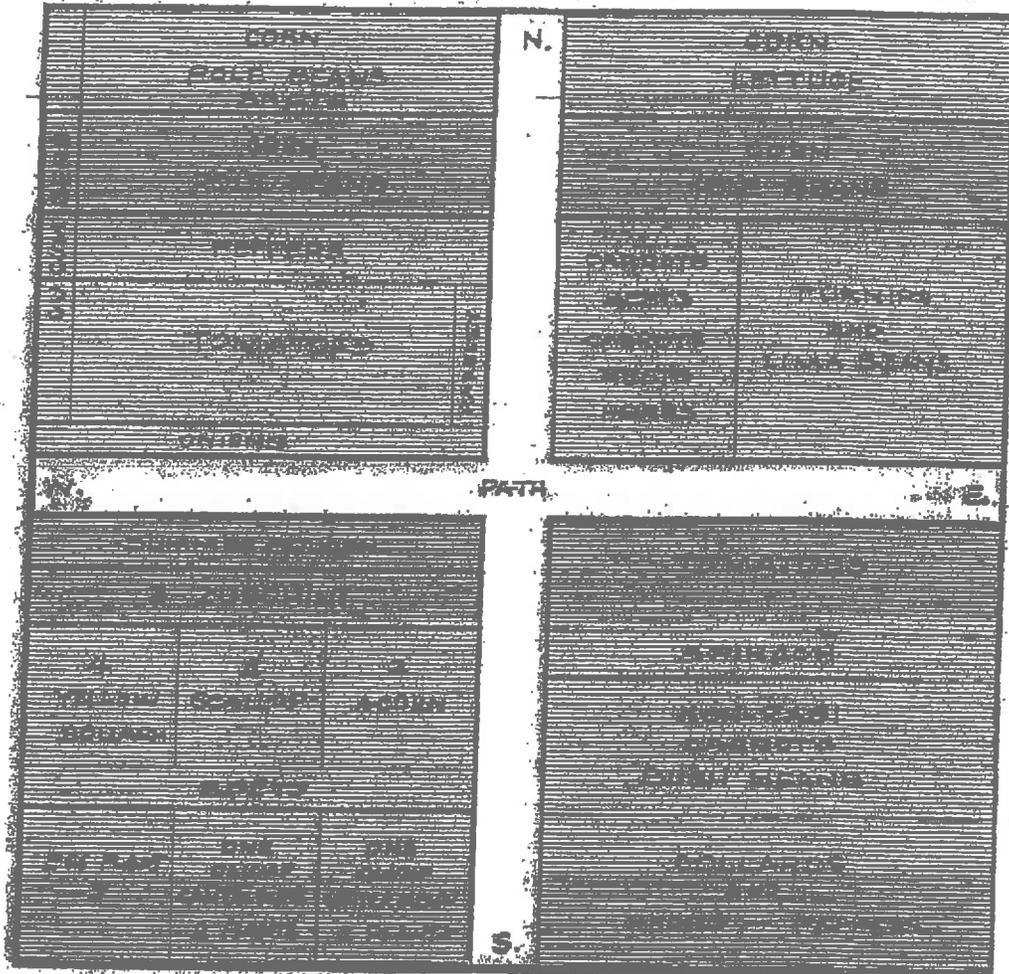
Mulching doesn't make the most attractive gardens, but it does make them healthier, easier to maintain, and more ecologically responsible in our dry climate.

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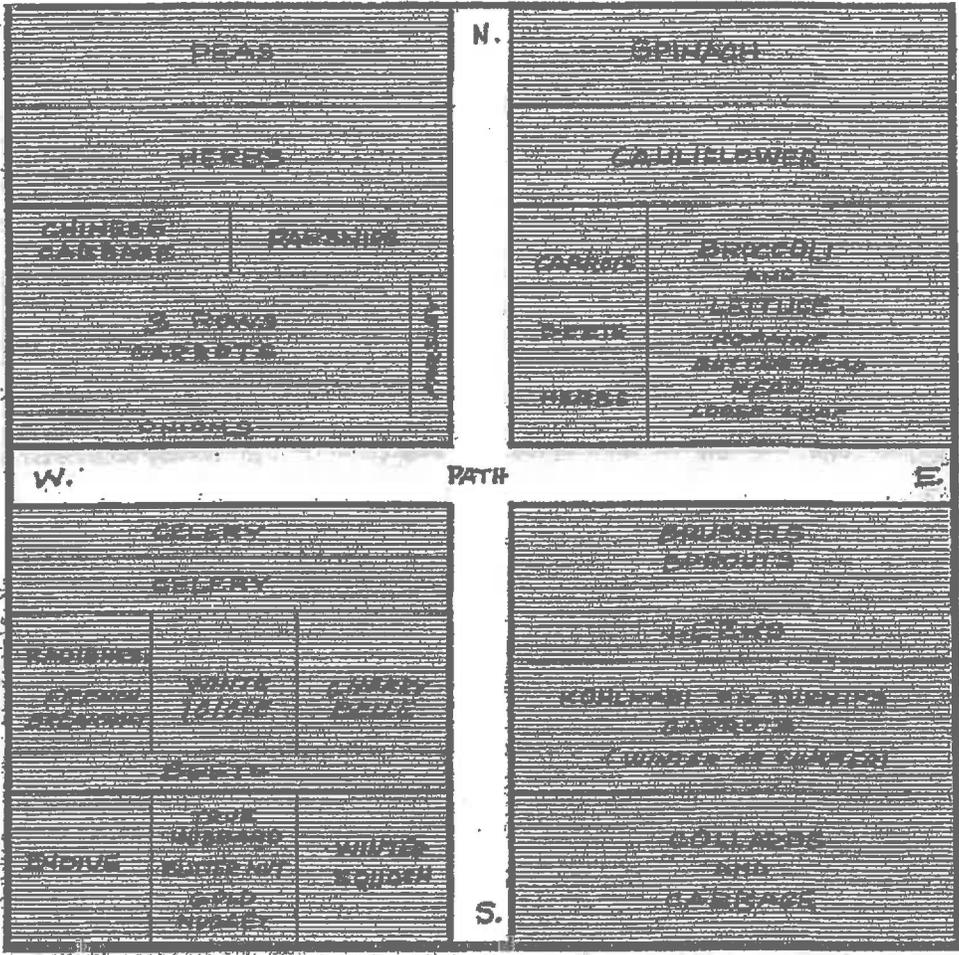
SUGGESTED PLAN — SUMMER

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
Digitalis 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.
PAGE 1

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.

WATTLES FARM & NEIGHBORHOOD GARDENERS, INC.
PAGE 2

- 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 on 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

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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.

Attachment 3

Wattles Farm and Neighborhood Gardeners, Inc. Board Members

Toby Leaman, President

Reed Poverny, 1st Vice President, Secretary

Vladimir Shindich, 2nd Vice President

Vern Knoop, Treasurer

Sina Rahmani, Assistant Treasurer

Yakov Gitman

Kevin Kane

Amir Korangy

Ruth Murphy

Gina Thomas

Reggie Gooch, Emeritus

Norton Kirschbaum, Emeritus