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(213) 202-2633

November 20, 2025

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Members of the City Council:

Subject:

Ocean View Farms Community Garden – Agreement With Ocean View Farms, Inc. for the Operation and Maintenance of Ocean View Farms Community Garden; Categorical Exemption from the Provisions of the California Environmental Quality Act (CEQA) Pursuant To Article 19, Section 15301 [Operation, Repair, Maintenance, Permitting, Leasing, Licensing, or Minor Alteration of Existing Public or Private Structures, Facilities, Mechanical Equipment, or Topographical Features, Involving Negligible or No Expansion of Existing or Former Use] of California CEQA Guidelines as well as Article III, Section 1, Class 4(7) of City CEQA Guidelines

Recommendation for Mayor and Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests the City Council authorize the Department of Recreation and Parks (RAP) (i) approve a proposed three-year Agreement (Agreement) with Ocean View Farms, Inc. (Organization), a California non-profit organization, for the operation and maintenance of the Ocean View Farms Community Garden located at 3304 South Centinela Avenue.

Background:

Ocean View Farms is a six-acre community garden with approximately 500 community garden plots (Premises) located within the community of Mar Vista at 3304 South Centinela Avenue, Los Angeles, CA 90066. The Premises is located on a portion of Los Angeles Department of Water and Power (LADWP) property, which LADWP leased to RAP through a lease agreement executed on February 17, 1967 (LADWP File No. W-52552). Ocean View Farms, Inc. (Organization), a California non-profit organization, has operated Ocean View Farms as a community garden for many years. The Board previously approved Agreement No. 3401 (included herein as Attachment 2), which was executed on January 18, 2013 and governed the Organization's use of the Premises for a term of three years. Upon the expiration of that agreement, the Board approved an amendment to Agreement No. 3401 (included herein as Attachment 3), extending the term to January 17, 2026.



The Organization has communicated that it wishes to continue its collaboration with RAP, and RAP staff and the Organization have mutually agreed to the terms and conditions of the proposed Agreement for the continued operation and maintenance of the Garden. From 2021 through 2025, RAP staff evaluated the Organization's performance pursuant to the Performance Evaluation process associated with RAP agreements with non-profit organizations providing programs and services on park property. In response to complaints concerning garden leadership received by RAP staff from certain Garden members, RAP staff had various discussions with the Organization's administration concerning these complaints and measures to mitigate such issues in the future. The Organization has already implemented some of these recommendations, such as improving communication in the garden, updating the email system, and streamlining the garden leadership election process to ensure that garden members have the ability to vote through multiple methods (email, online, and in person). Additionally, the Organization's most recent Performance Evaluation identified two other promising initiatives: (i) a successful waste diversion program involving composting all of their green waste onsite, and (ii) garden-related workshops and tours of the garden for schools and other members of the public.

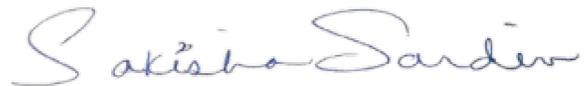
Fiscal Impact Statement:

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

This Report was prepared by Priya Macwan, Management Analyst, Sustainability and Partnership Sections and Joel Alvarez, Senior Management Analyst II, Partnership Section (213) 202-5661.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS



TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Board Report No. 25-203

cc: Priya Macwan, Management Analyst, Sustainability and Partnership Sections and
Joel Alvarez, Senior Management Analyst II, Partnership Section

APPROVED

Nov 20 2025

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-203

DATE November 20, 2025

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BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: OCEAN VIEW FARMS COMMUNITY GARDEN – AGREEMENT WITH OCEAN VIEW FARMS, INC. FOR THE OPERATION AND MAINTENANCE OF OCEAN VIEW FARMS COMMUNITY GARDEN; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AS WELL AS ARTICLE III, SECTION 1, CLASS 4(7) OF CITY CEQA GUIDELINES

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

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed three-year Agreement (Agreement) with Ocean View Farms, Inc. (Organization), a California non-profit organization, for the operation and maintenance of the Ocean View Farms Community Garden located at 3304 South Centinela Avenue (Premises), in form attached hereto as Attachment 1 and subject to approval of the City Council and the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
4. Determine that the Agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines as well as Article III, Section 1, Class 4(7) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor’s Office of Land

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Use and Climate Innovation;

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

SUMMARY

Ocean View Farms is a six-acre community garden with approximately 500 community garden plots (Premises) located within the community of Mar Vista at 3304 South Centinela Avenue, Los Angeles, CA 90066. The Premises is located on a portion of Los Angeles Department of Water and Power (LADWP) property, which LADWP leased to RAP through a lease agreement executed on February 17, 1967 (LADWP File No. W-52552). Ocean View Farms, Inc. (Organization), a California non-profit organization, has operated Ocean View Farms as a community garden for many years. The Board previously approved Agreement No. 3401 (included herein as Attachment 2), which was executed on January 18, 2013 and governed the Organization's use of the Premises for a term of three years. Upon the expiration of that agreement, the Board approved an amendment to Agreement No. 3401 (included herein as Attachment 3), extending the term to January 17, 2026.

The Organization has communicated that it wishes to continue its collaboration with RAP, and RAP staff and the Organization have mutually agreed to the terms and conditions of the proposed Agreement for the continued operation and maintenance of the Garden. From 2021 through 2025, RAP staff evaluated the Organization's performance pursuant to the Performance Evaluation process associated with RAP agreements with non-profit organizations providing programs and services on park property. In response to complaints concerning garden leadership received by RAP staff from certain Garden members, RAP staff had various discussions with the Organization's administration concerning these complaints and measures to mitigate such issues in the future. The Organization has already implemented some of these recommendations, such as improving communication in the garden, updating the email system, and streamlining the garden leadership election process to ensure that garden members have the ability to vote through multiple methods (email, online, and in person). Additionally, the Organization's most recent Performance Evaluation identified two other promising initiatives: (i) a successful waste diversion program involving composting all of their green waste onsite, and (ii) garden-related workshops and tours of the garden for schools and other members of the public.

RAP staff requests the Board's approval of the proposed Agreement in order to authorize the Organization to continue to operate and maintain Ocean View Farms at their sole expense for the benefit and enjoyment of the local community. The Organization shall charge a nominal fee for membership or participation in programs or events at the Premises, subject to advance review and approval by RAP.

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TREES AND SHADE

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

ENVIRONMENTAL IMPACT

The proposed Project consists of permitting the use of public structures involving negligible or no expansion of existing or former use.

According to the parcel profile report retrieved on September 28, 2025, this site is not within a coastal, methane, historic protection or liquefaction zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of September 28, 2025, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within or adjacent to the Project site. Furthermore, the proposed Project is not within an historic site and will not have any significant effect on historic resources.

Based on this information, staff recommends that the Board determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines and Article III Section 1, Class 4(7) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT STATEMENT:

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

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

List of Attachments:

1. Proposed Agreement
2. Agreement No. 3401
3. Amendment to Agreement No. 3401

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
OCEAN VIEW FARMS, INC.
FOR THE OPERATION AND MAINTENANCE OF
OCEAN VIEW FARMS COMMUNITY GARDEN**

This AGREEMENT (“AGREEMENT” or “CONTRACT”) is entered into as of _____, 2025, (“COMMENCEMENT DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and Ocean View Farms, Inc., a California 501(c)(3) non-profit corporation (“ORGANIZATION”), for the operation and maintenance of a community garden on park property. CITY and ORGANIZATION may be referred to herein individually as “PARTY” or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”) leases and operates real property owned by the Los Angeles Department of Water and Power (“LADWP”) referred to as Ocean View Farms Community Garden, located at 3304 South Centinela Avenue, Los Angeles, CA 90066 (“PREMISES”) as depicted in the site map attached hereto and incorporated herein by reference as Exhibit A, pursuant to a lease agreement with LADWP executed on February 17, 1967 (LADWP File No. W-52552); and,

WHEREAS, ORGANIZATION’s mission is to provide the surrounding urban community with a place to garden, promote and practice organic gardening techniques, maintain a green space in the community, provide education and guidance in the growing of plants and the recycling of waste through composting, and encourage the members’ participation in gardening activities that benefit the community and also ensures a minimal impact on the environment by promoting activities that minimize waste generation; and,

WHEREAS, Agreement No. 3401 between RAP and ORGANIZATION was approved by the Board on September 7, 2011, after the Board’s approval of the Community Operated Open Space Policy in May of 2011 (commonly referred to as, the “Community Garden Policy”); and,

WHEREAS, Agreement No. 3401 was executed on January 18, 2013, for a term of three years; and,

WHEREAS, ORGANIZATION was subsequently authorized to continue to operate for an additional ten years through an Amendment to Agreement No. 3401 executed on August 12, 2015, making the total term 13 years, thereby updating the expiration of the term to January 17, 2026; and

WHEREAS, ORGANIZATION seeks to continue to operate and maintain a community garden operation at the PREMISES for the benefit of the local community at ORGANIZATION’s sole expense and at no cost to CITY; and,

WHEREAS, pursuant to the terms and conditions of this AGREEMENT, CITY desires to authorize ORGANIZATION to continue its operation of the PREMISES for such purposes described above and as more fully set forth in this AGREEMENT, pursuant to agreed upon terms and conditions set forth in this AGREEMENT for a period of three years, subject to performance evaluations as described further herein; and,

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

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

1. **Use of PREMISES.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT authority to operate and maintain the PREMISES as described in the Permitted Uses set forth below in Section 4 (“PERMITTED USES”), which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PREMISES, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP’s provision of such, in accordance with RAP Standard Schedule of Rates and Fees, permitting requirements, and/or Cost Recovery Reimbursement Fee Policies (CRRF) required under Section 12 of this AGREEMENT.

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

2. **TERM and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be three years from the COMMENCEMENT DATE, subject to certain performance evaluations (“PERFORMANCE REVIEWS”) more fully described below in Section 5 of this AGREEMENT, and at the sole discretion of RAP.
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the COMMENCEMENT DATE above and shall end upon the expiration of the TERM or the earlier of (i) a written termination notice from RAP or ORGANIZATION to the other, effective after sixty calendar days from the date of issuance due to either an unfavorable PERFORMANCE REVIEW or

termination for cause during the TERM; or, (ii) the date that ORGANIZATION ceases to operate at the PREMISES; or, (iii) ORGANIZATION implements the general termination provision described herein.

- b. Termination. In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Sections 23 and 24, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other PARTY no less than sixty days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.

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

- c. Cease to Operate. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within sixty calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

3. Access to PREMISES. ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PREMISES shall abide by the terms and conditions expressed in this AGREEMENT, and shall cooperate fully with CITY and

its employees in the performance of their duties. Any third-party participation on the PREMISES shall be supervised by ORGANIZATION at all times while such third-party is present on the PREMISES, and RAP on-site staff and/or RAP Administrative Staff (collectively, "RAP Staff") shall be made aware in writing of such third-party activities in advance of such activities occurring so any necessary coordination with RAP Staff may be discussed, and approved by RAP if required in accordance with this AGREEMENT.

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

PARTIES agree to allow CITY access to and use of any portion of the PREMISES in case of a natural disaster or emergency such as an earthquake, fire, etcetera, as a designated public emergency shelter site or showering facility for the homeless. Such use shall take precedence over regularly scheduled ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION's obligation to pay the CRRF (defined below) to the CITY shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

4. **Permitted Uses, Performance Requirements, and Restrictions.** ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. ORGANIZATION, at its sole cost and expense, shall:
 - a. Operate PREMISES as a community garden with individual garden plots assigned by ORGANIZATION in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants, and use the PREMISES for meetings related to the operation and maintenance of a community garden. ORGANIZATION shall operate the PREMISES in accordance with ORGANIZATION's Rules and Regulations, attached hereto and incorporated herein as Exhibit B, and the uses and restrictions set forth

herein. ORGANIZATION shall provide access and use of the PREMISES to the general public and shall charge a nominal fee for membership or participation in programs or events at the PREMISES.

- b. Allow access to members of the general public for use and tours of the garden and special events. Scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer of ORGANIZATION in accordance with Section 4.e below.
- c. Operate the PREMISES only during specified days and hours listed in Section 6 of this AGREEMENT.
- d. Provide all staff, materials, supplies, equipment and funds necessary to perform the operation of the PROGRAM (as described below in Section 5 of this AGREEMENT) including the provision of services as agreed to herein to the reasonable satisfaction of CITY.
- e. ORGANIZATION is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including but not limited to compliance with California Assembly Bill 506. ORGANIZATION shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- f. Punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the operation and maintenance of the PREMISES as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- g. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
- h. Not allow commercial activity on the PREMISES, unless written approval is provided by RAP in advance of such activity occurring. No products grown or cultivated on the PREMISES may be sold or used for for-profit commercial purposes.

- i. Use the PREMISES for the free distribution of non-perishable food, and/or fresh, not expired, produce grown on the PREMISES as determined by ORGANIZATION.
- j. Ensure that no photographs of minors or depictions of their likeness are included in any publication without obtaining prior written consent from the child's parent or legal guardian.
- k. Not sublet or issue any permit for use of the PREMISES.
- l. Assume responsibility for the actions of all individuals and/or organizations participating in the PROGRAM at the PREMISES, and ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
- m. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to tax permits, business licenses, health permits, certifications, etc.

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

- a. Continuance of CITY's collaboration with ORGANIZATION under this AGREEMENT shall be contingent upon a favorable PERFORMANCE REVIEW, which shall include, but not be limited to:
 - i. An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
 - ii. Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PREMISES under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein ("PROGRAM"), and further defined by ORGANIZATION's Rules and Regulations attached hereto and incorporated herein by reference as Exhibit B;
 - iii. Fulfillment of all PERFORMANCE REQUIREMENTS included herein and more fully described in the Sample Performance Report Questionnaire included as Exhibit C;
 - iv. Adequacy of ORGANIZATION's funding and financial resources to continue operating and maintaining the PREMISES for the benefit of the public throughout the TERM of this AGREEMENT;

- v. The volume of the public's use of the PREMISES and participation in ORGANIZATION's programming;
 - vi. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and,
 - vii. ORGANIZATION's cooperation with CITY and RAP Staff.
- b. During the TERM of this AGREEMENT, for purposes of completing the PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP a performance or program report ("PERFORMANCE REPORT") based on the ORGANIZATION's operation of the PREMISES in the prior fiscal year or years, as requested by RAP Staff. PERFORMANCE REPORT shall not cover more than three years. The fiscal year covers July 1st through June 30th. Performance Reports shall be submitted by ORGANIZATION at the end of the fiscal year.

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

- i. Financial Statement (Revenue and Expenditures for prior fiscal year);
 - ii. Annual Budget for upcoming fiscal year;
 - iii. The number of persons served at PREMISES during the prior fiscal year;
 - iv. Sample copies of marketing, recruitment, and press materials should any exist; and,
 - v. Discussion of PROGRAM changes or challenges, and description of any fees charged for programs and events.
- c. RAP reserves the right to request reasonable additional materials or clarifying information following an initial review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the PERFORMANCE REVIEW and PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP Staff involved with the PREMISES. A sample Annual Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. Results of the PERFORMANCE REVIEW may be used in determining future

collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination of the PERFORMANCE REVIEW.

- 6. Days and Periods of Use.** The hours and days of operation of PREMISES are sunrise to sunset daily, which varies depending on the season of the year (“PERMITTED TIMES”). ORGANIZATION shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP’s prior written authorization. When required by RAP, ORGANIZATION shall yield use of the PREMISES to possible film production work authorized by the RAP Park Services Office and Film LA Office, as well as short term construction and/or maintenance projects authorized by RAP that may take place at the PREMISES, including use of nearby parking lots for storage and staging of construction materials and equipment. ORGANIZATION shall have in place a written plan that will be implemented for continuation of ORGANIZATION’s operations during such events. ORGANIZATION shall cooperate with RAP Staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance. ORGANIZATION shall be entitled to use the PREMISES to operate the PROGRAM, including public programs and services, recreational uses and functions, events, and other agreed upon uses during such time of operation that the PREMISES is normally open as specified above (“PERMITTED TIMES”).
- a. PROGRAM Operation: Any extended times or hours for specified events or programs related to the PROGRAM may be granted with prior written consent from RAP.
 - b. Special Events: ORGANIZATION shall make requests for use of PREMISES or portion thereof for events and activities other than operations, repair, or maintenance, including for any fundraising as authorized in Section 10, by completing a Building Use Application at least sixty days in advance of the particular activity or event and submitting it to the RAP representatives referenced in Section 25. No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m.in accordance with Los Angeles Municipal Code Section 63.44.
 - c. ORGANIZATION shall cooperate with CITY and relevant RAP Staff, as determined by RAP, on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic, security and attendance.
- 7. Vacating PREMISES.** Upon termination or expiration of this AGREEMENT, ORGANIZATION shall vacate the PREMISES and remove from it all belongings, furniture, and other items owned by ORGANIZATION. Should any items be left behind and not removed within seven days after the termination or expiration of this AGREEMENT, RAP shall reserve the right to remove and discard such items at its

discretion and charge ORGANIZATION for any expenses associated with the removal and disposal of ORGANIZATION's personal property.

8. **Parking.** During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PREMISES, shall have the non-exclusive right without charge to park vehicles within any available parking spaces at the PREMISES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.
9. **Funding.** All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with and/or specified for, the PREMISES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted at the PREMISES, shall be applied exclusively to the operations and maintenance of the PREMISES, and shall be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT.

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

10. **Fundraising.** ORGANIZATION may hold fundraising activities at the PREMISES, but must obtain prior written approval for the date and time from the RAP representatives listed in Section 25 for each fundraising event, no fewer than thirty calendar days prior to the scheduled activity in accordance with the procedure in Section 6.b. ORGANIZATION may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the PREMISES must be used only in support of the activities authorized under this AGREEMENT. Within thirty days of each fundraising event held at the PREMISES, ORGANIZATION shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 4.g. of this AGREEMENT. ORGANIZATION shall cooperate with CITY and relevant RAP Staff, as determined by RAP, on all matters relative to the conduct of fundraising and/or special events, which may include

concerns related to parking, traffic and attendance, or closure of the host facility for as many as seven days per calendar year.

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

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

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

- j. ORGANIZATION shall immediately report any damages to the PREMISES which occur during ORGANIZATION's operations, or by vandalism, its restoration, refurbishment, or maintenance. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. ORGANIZATION shall be responsible for any damage to the PREMISES caused by ORGANIZATION's PROGRAM activities, its participants, vendors, contractors, or other entity associated with PROGRAM activities.
- k. **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this AGREEMENT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this AGREEMENT.
- l. **Repairs by CITY.** If ORGANIZATION requests CITY to provide any repairs, services, or maintenance, ORGANIZATION shall pay for such repairs, services, or maintenance at actual cost, including any indirect costs incurred by CITY, as determined by RAP. CITY may require a cash deposit in advance.
- m. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- n. ORGANIZATION shall be allowed to perform emergency maintenance and repairs within the PREMISES, as required to prevent hazardous conditions and ensure the safety of the public. ORGANIZATION shall provide notification to RAP of any such needed repairs within forty-eight hours from completion of the required work.

12. Consideration and CRRF. The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES, shall be ORGANIZATION's provision of garden-associated recreational activities, including but not limited to programming and services to the community, and the maintenance and/or repair of the PREMISES at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with RAP policies, together with the attendant benefits to the people of the City of Los Angeles. Additionally, ORGANIZATION's use of the PREMISES shall be subject to certain cost recovery fees described below. Such fees are subject to change with prior notice to ORGANIZATION sixty days in advance.

- a. **Utilities.** Pursuant to RAP policy regarding utility fees for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11- 202), ORGANIZATION shall be solely responsible for the cost of utility services on the PREMISES (water, gas, and electricity). Such utility expenses shall be paid

directly by ORGANIZATION to utility service provider(s). CITY shall bear no costs in regard to utility services.

- b. Trash, Solid Waste Disposal and Portable Toilets. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by nonprofit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION with such services performed by a non-CITY provider and billed directly to the ORGANIZATION, or transported and disposed of appropriately by ORGANIZATION outside of the PREMISES. CITY shall bear no costs in regards to the disposal and/or removal of solid waste.

13. Alterations, Improvements and Replacements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the PREMISES without prior written authorization by RAP. ORGANIZATION shall provide RAP detailed information and specifications for review and written approval by the RAP Planning, Maintenance and Construction Branch (PMC), including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. If necessary, capital improvement projects may also require the approval of LADWP, to be determined by RAP PMC Staff depending on the scale and scope of the proposed project. 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 (excluding concrete or ADA compliant work) are not alterations, improvements, or replacements within the meaning of this Section, and do not require RAP review and approval. However, ORGANIZATION is required to notify RAP Maintenance Staff of any such, non-structural change in the configuration or path(s) of travel. Any change in the number of garden plots shall require approval by RAP.

14. Capital Project Proposal. When proposing a project involving any alterations, additional improvements, and/or replacements to the PREMISES, ORGANIZATION shall adhere to the following guidelines and instructions for submitting a proposed project for RAP consideration:

- a. Submit a project proposal for RAP review and presentation for conceptual approval by the Board. The proposal should include but not be limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
- b. Should the project be conceptually approved by the BOARD, ORGANIZATION will be authorized to perform any required preliminary work or site

assessments, either through a right-of-entry permit (if appropriate), or the CITY's authority and/or this AGREEMENT.

- c. Depending on the scope of work and magnitude of the proposed project, ORGANIZATION may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY and RAP Staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to the conceptual approval of the proposed project.
- d. If necessary depending on the scope of work and magnitude of the proposed project, and pursuant to the recommendation of the City Attorney, a development agreement may be required to set forth the terms and conditions under which the proposed project may be implemented.
- e. When prepared, ORGANIZATION shall submit 50% and 90% complete design drawings for RAP review and approval. Upon approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. If deemed necessary, PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. ORGANIZATION shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).
- h. Contingent upon the scope and magnitude of the proposed project, a community review process may also be required. ORGANIZATION and City shall discuss and coordinate the community process once deemed necessary.
- i. ORGANIZATION shall submit approved plans and specifications for final approval to:

Superintendent, Planning, Maintenance and Construction Branch
City of Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012
- j. Upon receipt of final approval, ORGANIZATION may commence construction in coordination with CITY and/or RAP Staff.

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

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty 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 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 calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty calendar days prior written notice of such intended election by the insurance company, or ten calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management
200 North Main Street, Room 1240, City Hall East
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either

- (i) provide ORGANIZATION five calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

16. Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (i) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (ii) damages or liability of any nature whatsoever, (iii) for death or injury to any person, including ORGANIZATION's employees and agents, or (iv) damage or destruction of any property of either PARTY hereto or of third parties, arising in any manner by reason of an act, error, or omission by ORGANIZATION, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

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

17. 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 PREMISES 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 the PREMISES damaged by casualty in whole or in part. If any portion of the PREMISES is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

CITY shall not be obligated to restore the PREMISES damaged by casualty in whole or in part. If CITY chooses not to restore the PREMISES, CITY shall provide notice to ORGANIZATION thereof within thirty days of such casualty, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice. If the PREMISES is

taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within thirty days of such taking, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

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

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

19. Publicity. Should there be the need, 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 PREMISES, or construction of any improvements at the PREMISES, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). PARTIES agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing, or promotion of the PREMISES prior to such event occurring. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both PARTIES. Further, PARTIES shall coordinate the scheduling 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 CITY or ORGANIZATION, in whole or in part, with respect to the use of the PREMISES, shall contain any acknowledgements required under any grant agreement.

To the extent stipulated in any grant agreement, with respect to the PROGRAM and the use of the PREMISES in connection thereto, CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the

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

- 20. Signage.** No signs or banners of any kind will be displayed by ORGANIZATION unless previously approved in writing by RAP and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.
- 21. Filming.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when available and appropriate. RAP has established a Park Film Office to coordinate and document the use of park property for film production purposes. Any commercial filming at the PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of the PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted at the PREMISES.
- 22. Taxes and Possessory Interest.** ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the PREMISES, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operations hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. ORGANIZATION, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
- 23. Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

24. 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 calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven calendar days.
- b. CITY’s Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION’s unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY’s right to take further, preventative action.

25. AGREEMENT NOTICES and Contacts. Any notice, request for consent, or statement (“NOTICE”), that RAP or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below (except for notices regarding insurance as provided in Section 15, above). Either RAP or ORGANIZATION may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All NOTICES shall be addressed as follows:

To ORGANIZATION: Ocean View Farms, Inc.
 PO Box 661425
 Los Angeles, CA 90066
 board_of_directors@oceanviewfarms.net

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

rap.partnerships@lacity.org

With a copy to:

City of Los Angeles Department of Recreation and Parks
West Region Administration Division
Attn:Sonya Young Jimenez, West Region Superintendent
2459 Motor Ave, Los Angeles 90064
(310) 202-2803
sonya.young-jimenez@lacity.org

- 26. 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.
- 27. No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
- 28. Relationship of Parties.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.
- 29. Approval of Sub-Agreements.** Any operation, services, or activity conducted on the PREMISES on behalf of ORGANIZATION by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. ORGANIZATION shall require all individuals and organizations providing programs or services within the PREMISES to agree in writing to abide by all conditions set forth in this AGREEMENT.
- 30. Safety Practices.** ORGANIZATION shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Section 25 as soon as possible but no later than twenty-four hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two hours. ORGANIZATION shall keep internal documentation of the incident(s) during the previous two years and provide RAP with such information upon request.

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

ORGANIZATION agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 25, CITY shall have the right to terminate this AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

32. Suspected Child Abuse. ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities at the PREMISES must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. ORGANIZATION will notify RAP contact listed in Section 25 within twenty-four hours of any such report.

33. Force Majeure. No PARTY shall be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this AGREEMENT when and to the extent such failure or delay is caused by or results from acts beyond the impacted PARTY's reasonable control, including without limitation, the following that frustrates the purpose of this AGREEMENT: (i) acts of God; (ii) extreme weather, flood, fire, earthquake or explosion; (iii) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect or after the date of this AGREEMENT; (vi) national or regional emergency; (vii) third party litigation; (viii) epidemics or pandemics; or (ix) other similar events beyond the reasonable control of the PARTIES.

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

35. Ordinances and Standard Provisions. The "Standard Provisions for City Contracts (Rev. 1/25 [v.2])"; (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 1/25 [v.2])" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

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

EXHIBIT A: Site Map

EXHIBIT B: Garden Policies, Regulations, and Procedures

EXHIBIT C: Sample Annual Performance Report Questionnaire

EXHIBIT D: Insurance Requirements and Instructions for Submission

EXHIBIT E: Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

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

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

By: _____
President

By: _____
Secretary

Date: _____

ORGANIZATION:

OCEAN VIEW FARMS, INC., a California 501(c)(3) non-profit corporation

By: _____

Title: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A Site Map

Ocean View Farms (address) is shown within the orange line in the site map below.

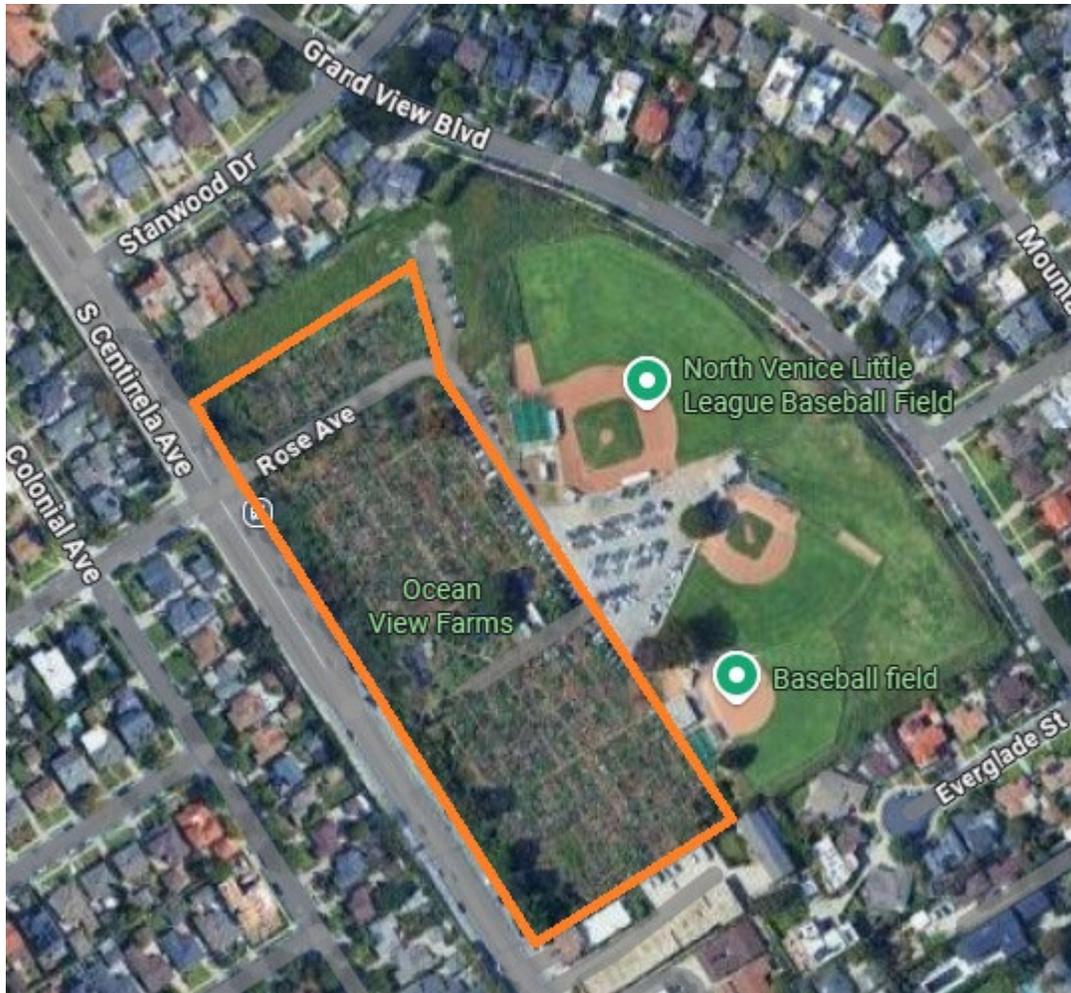


EXHIBIT B
Ocean View Farms, Inc. Rules and Regulations

TO BE ATTACHED SEPARATELY

OCEAN VIEW FARMS, INC.

RULES AND REGULATIONS

AS AMENDED 09/21/2024

I. INTRODUCTION

Ocean View Farms, Inc. (OVF) is a nonprofit incorporated organization. The area is Los Angeles Department of Water and Power (LADWP) property, operated without cost to them and maintained by OVF and North Venice Little League pursuant to a partnership agreement with the Los Angeles City Department of Recreation and Parks (LADRAP). It is necessary that the OVF regulations conform to the LACDRP partnership agreement, and are considerate of the surrounding neighborhood. Violation of the partnership agreement or these Rules and Regulations may result in the termination of the LACDRP partnership agreement.

Ocean View Farms' goal is to provide a safe and attractive community environment for those persons desiring to grow vegetables, fruits, flowers, and plants in an organic and environmentally friendly manner. Ocean View Farms is an organic garden. The use of non-organic fertilizers, amendments, and pesticides (insecticides, herbicides, rodenticides, fungicides, miticides) are prohibited. Only products that are labeled as OMRI (Organic Material Review Institute) or USDA approved organic are allowed to be used in the garden. If you have questions about a product that you like to use in your OVF plot, please ask your Phase Rep.

OVF Membership fees cover operating expenses. The garden is governed by a non-salaried, volunteer Board of Directors. All members in good standing may participate in the nominations and elections and are urged to run for office after one year's membership in the garden. Elections are held the second Saturday in April.

The purpose of the Rules and Regulations is to maintain a neat and orderly garden area and provide a pleasant environment for all members. As a member of OVF, you agree to abide by the Rules and Regulations as well as the Bylaws. Please read them carefully. The Rules and Regulations and the Bylaws are posted in the office shed and are available online.

A good working relationship between the member and the Phase Representative is necessary to avoid misunderstandings. Members must inform their Phase Representative of any changes of address or phone number, as well as vacations, illness, or other circumstances that may result in extended absences

II. RESPONSIBILITIES AND CONDUCT OF MEMBERS

1. Good conduct and civil interaction shall prevail at all times.
2. New members are on probation for six (6) months and may be dismissed after one (1) unresolved citation. Members may request arbitration.
3. Members shall not commit any act that is detrimental to their neighbors or the Corporation.
4. Grounds for immediate dismissal and termination include:
 - a) Theft from plots or Independent Projects;
 - b) The use of pesticides as described above; and
 - c) Starting a fire at OVF.

5. Members must comply with local, state and federal laws while at the garden. Members who commit illegal acts in the garden are subject to dismissal from the garden.
6. All members should know their Phase, plot number, and Phase Rep's name. This is important information in order to get credit for workday hours.
7. Friends, relatives or other non-members (except Associates) may not perform any work in member plots or independent project areas of the Ocean View Farms property.
8. If a member brings friends or relatives into the garden, that member is liable for their behavior. Visitors must be accompanied by a member at all times. The maximum number of visitors is six per visit. Children shall be attended by a responsible adult at all times.
9. Dogs shall be on leashes and kept under control at all times.
10. Parking shall be at the direction of the Board and the North Venice Little League. Only vertical parking is allowed at the fence. Los Angeles City's fire regulations prohibit parking along the driveway.
11. Members should attempt to resolve disputes with other members by themselves. They may then ask for help from the disputants' Phase Representatives, and if necessary, may ask for Arbitration as specified in the Bylaws.
12. OVF must comply with all health and safety directives of the City of Los Angeles and its Department of Recreation and Parks. Failure to comply with such directives may result in the issuance of a citation or termination from the garden.
13. No person should enter another member's plot or IP without the permission of the member, the phase rep, the garden master or IP monitor.

III. MAINTENANCE OF PLOTS AND PATHS

1. **Mailboxes:** A Post Office approved-type mailbox securely mounted within and at the front of the plot is required to receive OVF communications. Your name and plot number(s) must be clearly marked on the mailbox within four (4) weeks of assignment.
2. **Plot Maintenance: All plots are to be well maintained and weed free at all times.** New members are to have their plots cleared of weeds and debris and cultivation started within two (2) weeks of assignment, weather permitting.
3. **Growing Season:** OVF is a year-round garden. All gardens must be actively planted and gardened on a year-round basis and kept weed free.
4. **Plot Usage:** Commercial use of plots is not allowed. Members may not use hydroponics for growing plants in their plots.
5. **Plot Landscaping:** Seasonal plantings in the plot should not excessively shade neighboring plots. Permanent plants must be five feet (5') tall or less at all times, with the exception of vines and climbing roses supported by a trellis, which must not shade neighboring plots.

OVF north-south perimeter fences may not be used as a trellis or support for any plant growth.

Only vegetables, flowers, herbs, berries, and ornamental shrubs shall be grown or raised in plots.

Members growing corn must try to conserve their use of water. The growing of corn is not prohibited but must be planted in such a way that it does not shade the neighboring plots.

No hazardous materials nor excess lumber or other materials not intended for gardening in the plot may be stored in plots.

Members shall not use gravel, decomposed granite, window glass, cement (not including pre-cast cement blocks) or buried chicken wire in their plots or plot walls.

Trellises, arbors, archways, and supports for plants are not to exceed six feet (6') in height and are to have, at least a two-foot (2') set back from the perimeter of the plot. Temporary supports for vegetables (e.g. beans) may be of a height necessary to support their growth, but must not shade a neighbor's plot(s) and must be removed after the growing season. Vines and other plants shall not extend onto paths or into neighbors plots. Growing of trees, sugar cane, bamboo, bindweed, false garlic, nut grass, wild fennel, 4 O'Clocks, horsetail, common morning glory, and the raising of animal life (excluding Mosquito Fish) is prohibited.

6. **Plot Walls:** Retaining walls around the plots should be constructed or repaired when a plot is assigned, and be well maintained. Individuals are urged to consult with their Phase Representative or the Garden Master before building plot retaining walls. Walls may not be higher than is functionally necessary and cannot exceed two feet (2') above plot level. Perimeter walls must be neat and of substantial material, not be smaller than 2x4 construction, be square to the perimeter of the plot, and not bulge into pathways or other plots. Vertical wall supports are to be flush with the top of the wall material and smoothly finished with no sharp edges. The cost, including material and labor, of shared border walls shall be shared between both affected members. Members shall consult with each other on the nature of the necessary repairs or replacements. If a member has multiple adjoining plots and removes the separating wall(s), the member shall replace the separating wall(s) before vacating one or more of the plots.
7. **OVF Ownership of Established Plot Walls:** Once a plot wall is constructed or otherwise established in a plot, it becomes a fixture attached to the plot and the materials of the wall become the property of OVF. A member cannot destroy or otherwise remove the materials that make up the wall without the prior consent of the Phase Representative. Removal of plot walls without the prior consent of the Phase Representative will result in the issuance of a citation or termination of the member.
8. **Chemically treated lumber**, including railroad ties, utility poles or any other lumber treated to kill insects or fungus, or plastic, sheet metal, or plywood shall not be used within or around the perimeter of the plots. Solid sheet materials and wire picket or lattice fences are prohibited.
9. **Paths:** All paths contiguous to plots, except paths running east and west from any entrance gate, shall be kept free of weeds, and mulched at all times. Do not use straw for mulching due to its slippery nature. Remove materials such as large pieces of vegetation, branches, and pinecones, from pathways to prevent accidents.
10. **Water and Watering:** Overhead watering is prohibited. Plants should be watered close to the roots and only when necessary. No unattended watering is permitted. Do not water neighbors' plants without express permission or request from that neighbor. Citations will be issued to members who leave water running unattended in their plots or independent projects.

The water lines are buried on the side of the pathways, normally in a straight line between the hose connections, and can be punctured or broken if hit. In the event a water line is broken, the member is responsible for immediately turning off the valve that feeds that water line.

The main water valves are located at the south end of the main east/west pathways between Phase I and the meeting/orchard areas and at the ends of the east/west pathways separating Phase II and Phase III. A valve for Phase IV is located outside Gate #2 adjacent to the parking area in Phase I. There is a second valve at the top of the south path in Phase IV. Both are below ground level, and either will completely shut off the water to Phase IV.

In a water emergency members should shut off the water and contact the Garden Master and/or their Phase Representative.

- 11. Weed and Waste Disposal:** Do not put Tomato plants or trimmings, False Garlic, Nutsedge (Nut Grass), Bindweed, Horsetail, Common Morning Glory or 4 O'Clocks in the compost piles. These plants must be taken to a green trash barrel or to one of the dumpsters. All other weeds are to be removed and taken to the orchard for shredding and composting. Bring discarded lumber to the rear of the north shed in the compost area for chipping.
- 12. Bindweed:** Bindweed is a noxious weed that threatens to spread throughout the garden if not eliminated or controlled wherever it is found in the garden. Therefore, all members are required to remove it when it is found within their plots and adjacent pathways.
- 13.** In order to ensure all garden members are personally performing at minimum, half the work required to maintain all their plot(s) and IPs, unless there are exceptional circumstances and approval of the phase representative, no other OVF gardener or Associate may perform long term, ongoing garden work or maintenance in another member's plot(s). This includes, but is not limited to, clearing weeds, preparing the soil, planting, regular watering or harvesting. Further, except for the construction of plot walls, or approval of the phase representative, garden members may not pay or otherwise compensate other members to provide routine gardening services. Members who are sick, elderly or otherwise disabled must obtain assistance of enrolled family members or their own associate. Other OVF members may assist only on a short-term emergency basis.

IV. COMMUNITY SERVICE OBLIGATION:

- 1. Number of Hours:** Twelve (12) hours of community work per plot per year are required from all members. OVF's calendar year is January 1 through December 31 and unless other arrangements have been made (e.g. gate closing) half of the hours are to be completed by July 1 or a citation will be issued. The listed garden member is responsible for assuring that all community hour requirements are met. Only household members and their associate (and their household members) who are listed on the plot assignment form are permitted to earn community hours towards a member's requirement, but the listed member household *must* perform a minimum of half (1/2) of the total required. Children under the age of 12 cannot earn community hours. During their first year new members are only required to earn 1 hour for each month remaining in the calendar year their membership begins, effective on the 16th. day of the month.
- 2. Workdays:** Community workdays are announced on the bulletin boards, on the OVF website, and in the Newsletter. They are usually held on the second Saturday and last Sunday of each month. Members and associates (and each household member working) must sign in and out on workdays in order to receive credit for community hours. A member who signs in

and does not perform assigned workday duties but then returns to sign out may have their membership terminated immediately. After July 1, members who have not completed their required community services obligation are not permitted to work in their individual plot(s) or Independent Project(s) during Community workdays.

3. **General Membership Meetings:** One hour of credit for each member household may also be earned by a member or person from the member's household for attending a general meeting. The maximum number of hours that a member/household can accrue by attending general meetings is six (6) hours per calendar year. Associates and their households cannot earn hour credit for attending meetings.
4. **Workgroups:** Community hours can also be earned by participating in a Work Group, such as Shredding, Gate Closing, Tree Trimming, Orchard Maintenance, Beautification and Composting.
5. **Additional Credit Activities:** Only the Garden Master is authorized to make community hour assignments (aside from workdays and work groups). Exceptions are Independent Project hours, approved by Independent Project Monitor, hours earned by Education committee members approved by the Education Chair, Beautification committee hours approved by the Beautification coordinator, and special projects approved by the Chair or the Vice Chair.

Members who are not assigned to a project may not take it upon themselves to do work in a common area and later attempt to get work hours credit. Assignments must be via the Independent Project Monitor or the Garden Master.

V. COMMON AREAS (FLOWER BEDS, FRUIT TREES, ETC):

1. **Orchard:** From the orchard at the center of the garden (below the meeting area) a gardener may take as much fruit as fits into his/her two cupped hands per day (about 4 peaches, for example).
2. **Flowers/Produce in Independent Projects:** No member is allowed to take anything such as fruit, flowers, or any other item from an Independent project, including fruit on the ground. The area is to be considered the same as a regular plot, whereby no one has any right to take anything from it except the member assigned to it.
3. **Planting:** Members are not to plant trees, shrubs, or bushes in any common area or independent project area without permission from the Garden Master or the Independent Project Monitor.
4. **Compost area:** Place woody waste material such as rose bush cuttings, rosemary and branches from bushes on the **left** side of the shredding storage area. Place all other material on the **right** side. Cut the root ball off the corn stalks at your plot, shake the dirt from the root ball, and put the stalks on the left and the root ball on the right in the compost area. Remove as much dirt as possible before bringing any materials to be composted.

VI. GATES:

1. **Closing Time:** Closing time for the main driveway (Centinela) gate, pedestrian gates and sheds is sundown. Sundown is defined as that time posted in the main shed and on the OVF website.
2. **Opening Time:** The main gate is opened by whoever first arrives at the garden after sunrise. Both sides of the gate are to be opened and secured.

3. **Gate Closing:** OVF members must cooperate with whoever is closing the gate by leaving immediately at sundown. The gate-closer has the authority to cite members for non-cooperation. Two citations within two years for non-cooperation with a gate-closer are grounds for termination of membership. Gross incivility toward the gate-closer shall be grounds for termination of membership.
4. **Locking Gates:** All gates, except the main driveway gate, are to be kept locked at all times except on Saturdays and Sundays during the Workday hours. At all other times, all gates except the main driveway gate are to be closed and locked. Report problems with locks to the Garden Master immediately.

Members are not required to unlock the gate for anyone they do not know.

VII. OVF MATERIALS:

1. **OVF-Provided Items:** Ocean View Farms provides water, hoses, mulch, compost, and wheelbarrows. These are paid for out of plot fees. Tools are available for members' use on workdays, only on a sign-out basis.
2. **Borrowing and Returning Items:** You must know your phase, plot number and Phase Rep's name in order to sign out a tool. Remember to record the time you return the tool on the sign out sheet. All OVF tools and wheelbarrows are to be cleaned after use, and returned to the shed or tool room as soon as the member is finished using them, but no later than closing time the same day.
3. **Repairs:** Report leaks and needed hose repairs using the Plumbing/work order forms located above the shelf in the small (wheelbarrow) shed.
4. **Wheelbarrow Use on Workdays:** Members are not to use wheelbarrows during Workday hours; the Workday Supervisor has the authority to require members to give up wheelbarrows during those hours.
5. **Hoses:** Coil hoses neatly on the hose hanger, and keep them out of pathways and other member's plots. Do not remove hoses from spigots. Use the green plastic ball valve to turn water on and off; do not use a water key unless the ball valve is not functioning. Removal (theft) of a green ball valve is cause for termination.
6. **Water:** Do not waste water!
7. **Lumber:** Members may use lumber provided through OVF. Check with the Garden Master for prices and available material. Payment must be made by check payable to OVF, Inc. and given to the Garden Master. Lumber treated with any chemical preservative used to prevent decay may not be used in the garden and if found, should be deposited into a trash bin.
8. **Approval of Materials:** Only the Garden Master is authorized to approve any materials brought into the garden. Some examples requiring authorization are furniture, containers used to store tools, lumber, straw, mulch, manure, soil, etc. Approval must be obtained before delivery of the materials.

VIII. KEEPING INFORMED AND PARTICIPATING:

1. **General Meetings:** General Meetings are opportunities for members to participate in OVF governance and to make suggestions. Members should attend at least two (2) general meetings during the year. It is the member's responsibility to be aware of developments as covered at the general meetings during the year and/or as posted in the minutes of the meetings. The minutes of the general meetings and board of directors meetings are posted in

the office shed. The bulletin board in the office shed, the OVF web site and the newsletter are the official communications methods.

2. **OVF Board Officers:** According to the Bylaws, members are required to make themselves available to serve on the OVF Board or on a committee after one (1) year of membership.
Elections are the second Saturday in April every year, one-half of the officers being elected each year.

IX. MEMBERSHIP ISSUES:

1. **Membership:** Once paid, fees are non-refundable. Membership covers individuals living in the same household (at the same address). All members must provide a valid street address. A separate mailing address may also be supplied, if desired. All mail sent to the provided mailing address shall be considered delivered upon mailing.

In addition, all members should be aware that any plot rented must be gardened by the member renting the plot. Any member who cannot actively participate in the garden or on all of the plots rented must return the plot or plots to OVF for reassignment to another gardener. Failure to comply with this regulation may result in the confiscation of the plot or plots.

If a member is temporarily unable to garden due to illness, incapacity, work schedule, etc., the Phase Rep must be informed and approve any absence.

2. **Plot Assignment:** Available plots will be assigned by the responsible phase representative to the next applicant on the waiting list. No existing member will receive an additional plot if there are any applicants on the waiting list.
3. **Associates:** Friends or relatives living at a different address must become associates in order to work in the garden. Phase Reps must meet proposed associates before this status can be approved. Associates must complete an Associate Assignment and Waiver form and pay an associate fee.

Associate status may be established for persons who are friends or family members and are actively assisting the member with their plot(s). The purpose of the associate status is to provide a remedy to garden members who need help with maintaining their plots and/or completing community work. The garden member assumes responsibility for all actions of the associate and monitors the associate's activities for compliance with OVF Bylaws and Rules and Regulations. Citations will be issued to the member for violations by an associate. If the member wishes to terminate the associate, it is the member's sole responsibility to take such action. If a member is terminated, the associate is automatically terminated at the same time.

Garden members must actively participate with the associate in maintaining the member's plot(s). Under no conditions may a garden member relinquish a plot to an associate for their sole use.

A member may not have more than one (1) associate and that associate may not also be a garden member or an associate to another garden member.

A member who has had their membership terminated is disqualified from becoming an associate at OVF.

4. **Converting from Associate to Member:**

An associate may become a garden member by adding their name to the general waiting list.

An associate may not assume an associated member's plot(s) except temporarily, when the member is going on a leave of absence and will be returning. The Phase Rep must be involved in this action.

If an associate has been an associate for 5 years (or the current waiting time for new members) and the associated member is leaving the garden, the associate may assume one plot of the departing member upon completing an application.

See your Phase Representative about associate memberships. An associate is not entitled to vote at General or Special Meetings or elections. Associates may, however, serve on committees and participate in work groups.

X. GENERAL:

1. **Citations:** Failure to maintain plots, or other violations will result in a citation. Any cited violations must be corrected within two (2) weeks. If the situation is not corrected, a second citation is issued. If the violation persists after two (2) weeks following a second citation, the gardener shall be dismissed from the garden unless there are extraordinary circumstances. A total of three (3) citations for any violation during any consecutive 9-month period will be grounds for automatic dismissal. Correction of the situation does not cancel the citation; it is still counted as a violation.
2. **False Information:** A person giving false information on the membership application is subject to termination.
3. **Change of Address:** It is your responsibility to keep your Phase Representative or the Membership Secretary informed of changes of mailing address, email address, and phone number.
4. **Trading Plots:** Do not trade plots or give plots to other garden members. A member requesting a change of plot must:
 - a. Demonstrate the ability to maintain current plot(s) to the standards of OVF membership.
 - b. Not have received more than one (1) citation during the preceding 12 months.
 - c. Have been a member of OVF for at least one (1) year.
 - d. Discuss the request to trade plots with their Phase Rep.
5. **Expenditures for OVF:** All expenditures made on behalf of OVF must have the advance approval of an officer authorized to approve requisitions. Keep your receipt to facilitate reimbursement.
6. **Disputes:** Members should attempt to resolve disputes with other members by themselves. The Phase Representatives can help to handle disputes. If they still are unable to get to a resolution, the member may request arbitration.
7. **Leaving Plot:** When a member changes or abandons plots for any reason, he/she must leave the old plot free of weeds and the pathway weeded and mulched.
8. **Theft and Illegal Dumping:** If you feel comfortable doing so, challenge strangers seen taking (stealing) produce or illegally dumping. Get a vehicle license number and description, if possible. Members shall be within their rights to ask unknown persons their Phase, plot number, and Phase Rep's name as a means of identification. Report any unusual or illegal conduct to your Phase Rep. or any Board member as soon as possible.

XI. CONTACTS:

If you have questions and are not sure who to contact, see your Phase Representative who will assist or direct you to the right person. You may also leave notes for various Board members using the mailboxes in the small shed or by visiting: **www.contactus.oceanviewfarms.net**

Additional information can be found at the OVF website: **www.oceanviewfarms.net**

EXHIBIT C
Sample Performance Report Questionnaire

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required periodic Performance Report, please provide responses to the following questions regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary. Please indicate "n/a" for any question that does not apply to your organization.

You may contact the RAP Partnership Section staff at (213) 202-5600, should you have any questions.

Organization Name:

RAP Facility Address:

Organization Contact Name:

Organization Phone Number:

Time Period Covered in Performance Report:

PROGRAM SECTION

1. Describe any changes or modifications to the program that may have occurred since your last performance report:
2. How many participants were enrolled during this performance period? *Please count each participant and/or household once regardless of the number of individual activities they participate in.
3. How many of your participants are from the surrounding community? (within a 5-mile radius) *Please count each participant and/or household once regardless of the number of individual activities they participate in.
4. Number of employees:
5. Number of volunteers:
6. Is your organization able to accommodate participants who have special needs?
If YES to question, please describe what needs can be met:

FINANCIAL SECTION

1. What were the rates and fees during the performance period? Please attach a current fee schedule.

OUTREACH SECTION

1. Did your organization operate at full capacity during this review period?

2. Does your organization have a waiting list?
3. What effort did the organization make during the review period to recruit new participants?

SAFETY COMPLIANCE SECTION

1. Are your employees and volunteers fingerprinted via LiveScan for a Department of Justice background check?

ORGANIZATION COMPLIANCE SECTION

1. Is your organization still in good legal standing as a nonprofit organization with the California Secretary of State and the IRS?
If you answered NO, please explain:
2. Does your organization sublet any space to another entity?
If YES, provide the name of the sublessee and the terms of the agreement.
3. Has your organization received any complaints?
If you answered YES to question 3, please describe the situation(s) and how the complaint was addressed and resolved:
4. Were any improvements or repairs to the facility performed by the organization or RAP during the performance period?
If you answered YES, please list the date(s) and name(s) of entities involved, including RAP Staff, and a description of the work that was performed.
5. Please provide the confirmation number as provided when your current insurance policy was uploaded to KwikComply.org:

COMMENTS

1. Please list the achievements or challenges that occurred during this performance period:
2. Please include any other information that may be helpful in completing your evaluation:

REQUIRED DOCUMENTS

Please upload all applicable documents:

1. Annual Profit and Loss Report
2. Annual Schedule of Events and Activities
3. Annual Budget for Upcoming Fiscal Year
4. IRS 990 form

EXHIBIT D Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Ocean View Farms, Inc. Date: 10/07/2025

Agreement/Reference: Operation and Maintenance of Community Garden

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

	Limits
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$ 1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured party</u>	<u>\$ 1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Fire Legal Liability <u>100,000</u> <input checked="" type="checkbox"/> \$2,000,000 aggregate <input type="checkbox"/> Sexual Misconduct _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period <u>12 months after completion of work or date of termination</u>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	
<input type="checkbox"/> _____	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
<input type="checkbox"/> Crime Insurance	

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

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E
Standard Provisions for City Contracts (Rev. 1/25 [v.2])

TO BE ATTACHED SEPARATELY

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

Statutor

✓

EL

General Liability

Products/Completed Operations

Fire Legal Liability _____

Sexual Misconduct _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
OCEAN VIEW FARMS, INC.
FOR
THE OPERATION AND MAINTENANCE OF THE
OCEAN VIEW FARMS COMMUNITY GARDEN**

This AGREEMENT ("AGREEMENT") is entered into this 18th day of January, 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 Ocean View Farms, Inc., a California 501C(3) non-profit corporation within the City of Los Angeles ("ORGANIZATION") for the operation and maintenance of the Ocean View Farm Community Garden located at 3245 Grand View Boulevard, Los Angeles, CA 90066 ("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 January 1st and February 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.

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. ORGANIZATION will provide DEPARTMENT with a key to facility for access to 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, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis, if parking spaces exist. Exclusive or designated parking shall not be allowed, unless previously approved by CITY.
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 **\$1,000.00**. The PROPERTY contains **500** 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 regards 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:

OCEAN VIEW FARMS, INC.
c/o Frank Harris, Vice Chairperson
P.O. Box 66534, Los Angeles, CA 90066
Tel: (310) 915-1123; Frank Cell Phone (310) 498-0608

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

OCEAN VIEW FARMS, INC., a California 501(c) 3 Non-profit corporation

By: [Signature]
President

By: [Signature]

By: [Signature]
Secretary

Title: PRESIDENT

Date: 1/18/2013

By: [Signature]

Title: SECRETARY

Date: 1-8-2013

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

By: [Signature]
Deputy City Attorney

January 18- 2013

ATTESTED:
JUNE LAGMAY, City Clerk

By: [Signature]

Title: Deputy Clerk

Date: 1/22/13



City Contract No.: C-121696

EXHIBIT A
Site Map

Ocean View Farms Community Garden
3245 Grand View Blvd., Los Angeles, CA 90066

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



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 and special events. 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 rent 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. ORGANIZATION rules and regulations are attached as part of Exhibit B and will be used by ORGANIZATION to operate the community garden.

ORGANIZATION shall conduct annual events open the general public and provide docent lead educational tours throughout the year. Calendar of events shall be submitted to CITY with the Annual Performance Review.

Description of Maintenance Responsibilities:

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.

OCEAN VIEW FARMS, INC.
RULES AND REGULATIONS
EFFECTIVE 7.15.11

I. INTRODUCTION

Ocean View Farms, Inc. (OVF) is a nonprofit incorporated organization. The area is Los Angeles Department of Water and Power (LADWP) property, operated without cost to them and maintained by OVF and North Venice Little League pursuant to a partnership agreement with the Los Angeles City Department of Recreation and Parks (LACDRP). It is necessary the OVF regulations conform to the LACDRP partnership agreement, and are considerate of the surrounding neighborhood. Violation of the partnership agreement or these Rules and Regulations may result in the termination of the LACDRP partnership agreement.

Ocean View Farms' goal is to provide a safe and attractive community environment for those persons desiring to grow vegetables, fruits, flowers, and plants in an organic and environmentally friendly manner. Because OVF is an organic garden, the use of synthetic or chemical fertilizers, pesticides, herbicides or amendments is prohibited. Only products that are labeled as OMRI approved, or USDA Organic approved are acceptable. If you have questions about a product you wish to use in your OVF plot, please ask your Phase Rep.

OVF Membership fees cover operating expenses. The garden is governed by a non-salaried, volunteer Board of Directors. All members in good standing may participate in the nominations and elections and are urged to run for office after one year's membership in the garden. Elections are held the second Saturday in April.

The purpose of the Rules and Regulations is to maintain a neat and orderly garden area and provide a pleasant environment for all members. As a member of OVF, you agree to abide by the Rules and Regulations as well as the Bylaws. Please read them carefully. The Rules and Regulations and the Bylaws are posted in the office shed and are available online.

A good working relationship between the member and the Phase Representative is necessary to avoid misunderstandings. Members must inform their Phase Representative of any changes of address or phone number, as well as vacations, illness, or other circumstances that may result in extended absences.

II. RESPONSIBILITIES AND CONDUCT OF MEMBERS

1. Good conduct and civil interaction shall prevail at all times.
2. New members are on probation for two (2) months and may be dismissed for cause without citation.
3. Members shall not commit any act that is detrimental to their neighbors or the Corporation.
4. Theft from plots or Independent Projects is grounds for immediate dismissal from the garden.
5. All members should know their Phase, plot number, and Phase Rep's name. This is important information in order to get credit for workday hours.

6. Because of insurance restrictions, friends, relatives or other non-members (except Associates) may not perform any work in member plots or independent project areas of the Ocean View Farms property.
7. If a member brings friends or relatives into the garden, that member is responsible for their behavior. Additionally, friends or relatives should not pick produce from your plot unless you are present, and never from any other plots or Independent Projects.
8. Children shall be attended by a responsible adult at all times.
9. Dogs shall be on leashes and kept under control at all times.
10. Parking shall be at the direction of the Board and the North Venice Little League. Only vertical parking is allowed at the fence. Los Angeles City's fire regulations prohibit parking along the driveway.
11. Members should attempt to resolve disputes with other members by themselves. They may then ask for help from the disputants' Phase Representatives, and if necessary, may ask for Arbitration as specified in the Bylaws.

III. MAINTENANCE OF PLOTS AND PATHS

1. **Mailboxes:** A Post Office approved-type mailbox securely mounted within and at the front of the plot is required to receive OVF communications. Your name and plot number(s) must be clearly marked on the mailbox within four (4) weeks of assignment.
2. **Plot Maintenance:** All plots are to be well maintained and weed free at all times. New members are to have their plots cleared of weeds and debris and cultivation started within two (2) weeks of assignment, weather permitting.
3. **Growing Season:** OVF is a year-round garden and plots are to be maintained year round. If not producing flowers, herbs, vegetables, or berries, plots should be mulched or planted with ground cover and kept weed-free.
4. **Plot Usage:** Commercial use of plots is not allowed.
5. **Plot Landscaping:** Seasonal plantings in the plot should not excessively shade neighboring plots. Permanent plants must be five feet (5') tall or less at all times, with the exception of vines and climbing roses supported by a trellis, which must not shade neighboring plots.

OVF north-south perimeter fences may not be used as a trellis or support for any plant growth.

Only vegetables, flowers, herbs, berries, and ornamental shrubs shall be grown or raised in plots. The growing of corn is prohibited in row "G" of Phases I, II and IV and row "H" of Phase III.

No hazardous materials nor excess lumber or other materials not intended for gardening in the plot may be stored in plots.

Trellises, arbors, archways, and supports for plants are not to exceed six feet (6') in height and are to have, at least a two-foot (2') set back from the perimeter of the plot. Temporary supports for vegetables (e.g. beans) may be of a height necessary to support their growth, but must not shade a neighbor's plot(s) and must be removed after the growing season. Vines and other plants shall not extend onto paths or into neighbor's plots. Growing of trees, sugar cane and the raising of animal life (excluding Mosquito Fish) is prohibited.

6. **Plot Walls:** Retaining walls around the plots should be constructed or repaired when a plot is assigned, and be well maintained. Individuals are urged to consult with their Phase Representative or the Gardenermaster before building plot retaining walls. Walls may not be higher than is functionally necessary and cannot exceed two feet (2') above plot level. Perimeter walls must be neat and of substantial material, not be smaller than 2x4 construction, be square to the perimeter of the plot, and not bulge into pathways or other plots. Vertical wall supports are to be flush with the top of the wall material and smoothly finished with no sharp edges.

Chemically treated lumber, plastic, sheet metal, or plywood shall not be used within or around the perimeter of the plots. Solid sheet materials and wire picket or lattice fences are prohibited.
7. **Paths:** All paths contiguous to plots, except paths running east and west from any entrance gate, shall be kept free of weeds, and mulched at all times. Do not use straw for mulching due to its slippery nature. Remove materials such as large pieces of vegetation, branches, and pinecones, from pathways to prevent accidents.
8. **Water and Watering:** Overhead watering that sprays into other garden plots is prohibited. No unattended watering is permitted. Do not water neighbors' plants without express permission or request from that neighbor. Citations will be issued to members who leave water running unattended in their plots or independent projects.

The water lines are buried on the side of the pathways, normally in a straight line between the hose connections, and can be punctured or broken if hit. In the event a water line is broken, the member is responsible for immediately turning off the valve that feeds that water line.

The main water valves are located at the south end of the main east-west pathways between Phase I and the meeting orchard area and at the ends of the east-west pathways separating Phase II and Phase III. A valve for Phase IV is located outside Gate #2 adjacent to the parking area in Phase I. There is a second valve at the top of the south path in Phase IV. Both are below ground level, and either will completely shut off the water to Phase IV.

If a member cannot turn off a valve, the member must immediately contact one of the emergency plumbers using telephone numbers that are posted in the large office shed.
9. **Weed and Waste Disposal:** Do not put False Garlic or Nutsedge (Nut Grass) in the compost pile. False Garlic and Nutsedge must be taken to a trash barrel or to one of the dumpsters. All other weeds are to be removed and taken to the orchard for shredding and composting. Bring discarded lumber to the rear of the north shed in the compost area for chipping.

IV. COMMUNITY SERVICE OBLIGATION:

1. **Number of Hours:** Twelve (12) hours of community work per plot per year are required from members having one (1) or two (2) plots. Each additional plot requires an additional six (6) hours per plot per year. OVF's calendar year is January 1 through December 31 and unless other arrangements have been made (e.g. gate closing) half of the hours are to be completed by July 1 or a citation will be issued. The listed garden member is responsible for assuring that all community hour requirements are met. Only household members and their associate (and their household members) who are listed on the plot assignment form are permitted to earn community hours towards a member's requirement, but the listed member must perform a minimum of half (1/2) of the total required. Children under the age of 12 cannot earn community hours. Should a member join the garden after June 30, community hours are prorated to one (1) per month to the end of December.

2. **Workdays:** Community workdays are announced on the bulletin boards, on the OVF website, and in the Newsletter. They are usually held on the second Saturday and last Sunday of each month. Members and associates (and each household member working) must sign in and out on workdays in order to receive credit for community hours. A member who signs in and does not perform assigned workday duties but then returns to sign out may have their membership terminated immediately. After July 1, members who have not completed their required community services obligation are not permitted to work in their individual plot(s) or Independent Project(s) during Community workdays.
 3. **General Membership Meetings:** One hour of credit for each member household may also be earned by a member or person from the member's household for attending a general meeting. The maximum number of hours that a member household can accrue by attending general meetings is six (6) hours per calendar year. Associates and their households cannot earn hour credit for attending meetings.
 4. **Workgroups:** Community hours can also be earned by participating in a Work Group, such as Shredding, Gate Closing, Tree Trimming, Orchard Maintenance, Beautification and Composting.
 5. **Additional Credit Activities:** Only the Gardenermaster is authorized to make community hour assignments (aside from workdays and work groups). Exceptions are Independent Project hours approved by Independent Project Monitor, hours earned by Education committee member approved by the Education Chair, Beautification committee hours approved by the Beautification coordinator, and special projects approved by the Chair or the Vice Chair.
- Members who are not assigned to a project may not take it upon themselves to do work in a common area and later attempt to get work hours credit. Assignments must be via the Independent Project Monitor or the Gardenermaster.

V. COMMON AREAS (FLOWER BEDS, FRUIT TREES, ETC):

1. **Orchard:** From the orchard at the center of the garden (below the meeting area) a gardener may take as much fruit as fits into his/her two cupped hands per day (about 4 peaches, for example).
2. **Flowers Produce in Independent Projects:** No member is allowed to take anything such as fruit, flowers, or any other item from an Independent project, including fruit on the ground. The area is to be considered the same as a regular plot, whereby no one has any right to take anything from it except the member assigned to it.
3. **Planting:** Members are not to plant trees, shrubs, or bushes in any common area or independent project area without permission from the Gardenermaster or the Independent Project Monitor.
4. **Compost area:** Place woody waste material such as rose bush cuttings, rosemary and branches from bushes on the left side of the shredding storage area. Place all other material on the right side. Cut the root ball off the corn stalks at your plot, shake the dirt from the root ball, and put the stalks on the left and the root ball on the right in the compost area. Remove as much dirt as possible before bringing any materials to be composted.

VI. GATES:

1. **Closing Time:** Closing time for the main driveway (Centinela) gate, pedestrian gates and sheds is sundown. Sundown is defined as that time posted in the main shed and on the OVF website.

2. **Opening Time:** The main gate is opened by whoever first arrives at the garden after sunrise. Both sides of the gate are to be opened and secured.
3. **Gate Closing:** OVF members must cooperate with whoever is closing the gate by leaving immediately at sundown. The gate-closer has the authority to cite members for non-cooperation. Two citations within two years for non-cooperation with a gate-closer are grounds for termination of membership. Gross incivility toward the gate-closer shall be grounds for termination of membership.
4. **Locking Gates:** All gates, except the main driveway gate, are to be kept locked at all times except on Saturdays and Sundays during the Workday hours. At all other times, all gates except the main driveway gate are to be closed and locked. Report problems with locks to the Gardenermaster immediately.

Members are not required to unlock the gate for anyone they do not know.

VII OVF MATERIALS:

1. **OVF-Provided Items:** Ocean View Farms provides water, hoses, mulch, compost, and wheelbarrows. These are paid for out of plot fees. Tools are available for members' use on workdays, only on a sign-out basis.
2. **Borrowing and Returning Items:** You must know your phase, plot number and Phase Rep's name in order to sign out a tool. Remember to record the time you return the tool on the sign-out sheet. All OVF tools and wheelbarrows are to be cleaned after use, and returned to the shed or tool room as soon as the member is finished using them, but no later than closing time the same day.
3. **Repairs:** If a wheelbarrow needs repair, leave a note in the Gardenermaster's mail slot in the small shed stating the problem and indicating the number of the wheelbarrow. Report leaks and needed hose repairs using the Plumbing work order forms located above the shelf in the small (wheelbarrow) shed.
4. **Wheelbarrow Use on Workdays:** Members are not to use wheelbarrows during Workday hours; the Workday Supervisor has the authority to require members to give up wheelbarrows during those hours.
5. **Hoses:** Coil hoses neatly on the hose hanger, and keep them out of pathways and other member's plots. Do not remove hoses from spigots. Use the green plastic ball valve to turn water on and off; do not use a water key unless the ball valve is not functioning. Removal (theft) of a green ball valve is cause for termination.
6. **Water:** Do not waste water!
7. **Lumber:** Members may use lumber provided through OVF. Check with the Gardenermaster for prices and available material. Payment must be made by check payable to OVF, Inc. and given to the Gardenermaster. Lumber treated with any chemical preservative used to prevent decay may not be used in the garden and if found, should be deposited into a trash bin.
8. **Approval of Materials:** Only the Gardenermaster is authorized to approve any materials brought into the garden. Some examples requiring authorization are furniture, containers used to store tools, lumber, straw, mulch, manure, soil, etc. Approval must be obtained before delivery of the materials.

VIII. KEEPING INFORMED AND PARTICIPATING:

1. **General Meetings:** General Meetings are opportunities for members to participate in OVF governance and to make suggestions. Members should attend at least two (2) general meetings during the year. It is the member's responsibility to be aware of developments as covered at the general meetings during the year and/or as posted in the minutes of the meetings. The minutes of the general meetings and board of directors meetings are posted in the office shed. The bulletin board in the office shed, the OVF web site and the newsletter are the official communications methods.
2. **OVF Board Officers:** According to the Bylaws, members are required to make themselves available to serve on the OVF Board or on a committee after one (1) year of membership. Elections are the second Saturday in April every year, one-half of the officers being elected each year.

IX. MEMBERSHIP ISSUES:

1. **Membership:** Once paid, fees are non-refundable. Membership covers individuals living in the same household at the same address. All members must provide a valid street address. A separate mailing address may also be supplied, if desired. All mail sent to the provided mailing address shall be considered delivered upon mailing.

In addition, all members should be aware that any plot rented must be gardened by the member renting the plot. Any member who cannot actively participate in the garden or on all of the plots rented must return the plot or plots to OVF for reassignment to another gardener. Failure to comply with this regulation may result in the confiscation of the plot or plots.

If a member is temporarily unable to garden due to illness, incapacity, work schedule, etc., the Phase Rep must be informed and approve any absence.

2. **Plot Assignment:** Newly available plots will be assigned based on the guidelines described below, with a four (4) plot per membership maximum:

First Priority: People on the waiting list.

Second Priority: Eligible members requesting a second plot.

Assignment of additional plots to current members will be based on the following priority:

First, the earliest date a member has submitted a written request for an additional plot.

Second, when an adjoining plot becomes available, the member requesting a second plot that adjoins his/her original plot has priority over any other request of the same date.

3. **Associates:** Friends or relatives living at a different address must become associates in order to work in the garden. Phase Reps must meet proposed associates before this status can be approved. Associates must complete an Associate Assignment and Waiver form and pay an associate fee for insurance.

Associate status may be established for persons who are friends or family members and are actively assisting the member with their plot(s). The purpose of the associate status is to provide a remedy to garden members who need help with maintaining their plots and/or completing community work. The garden member assumes responsibility for all actions of the associate and monitors the associate's activities for compliance with OVF Bylaws and Rules and Regulations. Citations will be issued to the member for violations by an associate. If the member wishes to terminate the associate, it is the member's sole responsibility to take

such action. If a member is terminated, the associate is automatically terminated at the same time.

Garden members must actively participate with the associate in maintaining the member's plot(s). Under no conditions may a garden member relinquish a plot to an associate for their sole use.

A member may not have more than one (1) associate and that associate may not also be a garden member.

4. **Converting from Associate to Member:**

An associate may become a garden member by adding their name to the general waiting list.

An associate may not assume an associated member's plot(s) except temporarily, when the member is going on a leave of absence and will be returning. The Phase Rep must be involved in this action.

See your Phase Representative about associate memberships. An associate is not entitled to vote at General or Special Meetings or elections. Associates may, however, serve on committees and participate in work groups.

X. **GENERAL**

1. **Citations:** Failure to maintain plots, or other violations will result in a citation. Any cited violations must be corrected within two (2) weeks. If the situation is not corrected, a second citation is issued. If the violation persists after two (2) weeks following a second citation, the gardener shall be disqualified from the garden unless there are extraordinary circumstances. A total of three (3) citations for any violation during any consecutive 9-month period will be grounds for automatic dismissal. Correction of the situation does not cancel the citation; it is still counted as a violation. Citations are considered delivered when they are placed into members' mailboxes.
2. **False Information:** A person giving false information on the membership application is subject to termination.
3. **Change of Address:** It is your responsibility to keep your Phase Representative or the Membership Secretary informed of changes of mailing address, email address, and phone number.
4. **Trading Plots:** Do not trade plots or give plots to other garden members. A member requesting a change of plot must:
 - a. Demonstrate the ability to maintain current plot(s) to the standards of OVF membership.
 - b. Not have received more than one (1) citation during the preceding 12 months.
 - c. Have been a member of OVF for at least one (1) year.
 - d. Discuss the request to trade plots with their Phase Rep.
5. **Expenditures for OVF:** All expenditures made on behalf of OVF must have the advance approval of an officer authorized to approve requisitions. Keep your receipt to facilitate reimbursement.
6. **Disputes:** Members should attempt to resolve disputes with other members by themselves. The Phase Representatives can help to handle disputes. If they still are unable to get to a resolution, the member may request arbitration.

7. **Leaving Plot:** When a member changes or abandons plots for any reason, he/she must leave the old plot free of weeds and the pathway weeded and mulched.
8. **Theft and Illegal Dumping:** If you feel comfortable doing so, challenge strangers seen taking (stealing) produce or illegally dumping. Get a vehicle license number and description, if possible. Members shall be within their rights to ask unknown persons their Phase, plot number, and Phase Rep's name as a means of identification. Report any unusual or illegal conduct to your Phase Rep. or any Board member as soon as possible.

XI. CONTACTS:

If you have questions and are not sure who to contact, see your Phase Representative who will assist or direct you to the right person. You may also leave notes for various Board members using the mailboxes in the small shed or by visiting: www.contactus.oceanviewfarms.net
Additional information can be found at the OVF website: www.oceanviewfarms.net

ADDENDUM TO RULES AND REGULATIONS RULES FOR ARBITRATIONS

Arbitrations are conducted by the Arbitration Advisory Committee which is appointed by the Chair with the approval of the Board of Directors. The Arbitration Facilitator shall preside over the arbitration pursuant to Section 5.04 of the Bylaws of Ocean View Farms, Inc. All arbitrations shall be conducted pursuant to these rules of procedure.

Rules for Arbitration of Termination and Non-renewal of Membership.

The following rules shall govern all arbitrations commenced upon a member's request pursuant to Section 8.11(c) of the Bylaws of Ocean View Farms, Inc. These are arbitrations which a member may request who has received a Notice of Termination for Cause Without Board Action pursuant to Section 8.11(b) of the Bylaws.

1. The Arbitration Coordinator shall schedule the arbitration at the earliest possible date, but in no event more than 30 days after receipt of a request from the member. Delays beyond this time must be approved by the President/Chair.
2. Arbitration hearings may be closed at the discretion of the Arbitration Coordinator or upon request of any of the parties. In the event of a closed hearing, only the following persons may be present:
 - a. The member requesting the hearing and any household member.
 - b. Witnesses who will testify. These individuals must be identified to the Arbitration Coordinator prior to the start of the arbitration.
 - c. Members of the Board of Directors or Officers of OVF.
3. Witnesses may be excluded by the Arbitration Coordinator when not testifying.
4. The arbitration panel will consider all oral and written evidence. The Arbitration Coordinator may exclude or limit evidence which is not relevant or material to the issues of the arbitration.
5. Upon completion of the arbitration, the Arbitration Coordinator shall prepare a brief report of the findings of the arbitration panel. The report should be submitted, in writing, to the President/Chair of the Board within 5 days of the completion of the arbitration. A copy should be mailed to the subject member at the same time. The report should include the factual findings of the arbitration panel and their decision on the enforcement of the termination or non-renewal of the membership. This report must not be disclosed to any persons other than members of the Board and the member seeking the arbitration.

Rules for Arbitration of Matters Other Than Termination or Non-renewal of Memberships.

The following rules shall govern all arbitrations commenced upon a member's request pursuant to Section 6.04(a) of the Bylaws of Ocean View Farms, Inc. These are arbitrations requested by one or more members to help resolve a dispute between members that cannot be resolved by the members themselves or their Plate Representatives.

1. Arbitration coordinator shall schedule the arbitration at the earliest possible date.
2. Arbitration coordinator shall close the arbitration hearing upon the request of any of the participants.
3. Arbitration Coordinator should attempt to mediate the dispute between the participants before proceeding to arbitrate the dispute.
4. Upon completion of the arbitration, the Arbitration Coordinator shall prepare a brief report of the findings of the arbitration panel. The report should be submitted, in writing, to the President/Chair of the Board within 15 days of the completion of the arbitration. A copy should be mailed to the subject members at the same time. The report must not be disclosed to any persons other than members of the Board and the members seeking the arbitration. The ruling of the Arbitration Committee shall be binding on the parties to the arbitration and there shall be no appeal from their decision.

ADDENDUM TO RULES AND REGULATIONS RULES FOR INDEPENDENT PROJECTS

There are three major purposes for the Independent Projects at OVF:

BEAUTIFICATION - small areas such as the rose beds which serve to increase the overall attractive appearance of the garden.

NOISE PROTECTION - areas that protect the garden to some extent from the traffic pollution of nearby streets.

BIODIVERSITY- native and diverse plantings are encouraged to increase habitat for beneficial plants and insects.

Being assigned an Independent Project is considered to be a privilege. This privilege comes with certain responsibilities. If you cannot meet these responsibilities you should not request an Independent Project.

- 1 The Independent Project must be well maintained all year and at your expense. Plants added to the Independent Project become the property of Ocean View Farms.
- 2 You will be awarded four (4) hours for a tree plot or six (6) hours for a flower plot towards your community requirement for satisfactorily maintaining your independent project. Members may acquire a maximum of twelve (12) hours toward their total community requirement regardless of the number of Independent Projects maintained.
- 3 No vegetables or berries may be grown in the Independent Projects. Grape vines may be grown near the perimeter of plots except on the western chain link fence. Only perennial herbs are permitted such as Lemon Balm, Lavender, Sage, Oregano, Rosemary and Thyme. The "Rose" beds must be maintained as such unless an agreement to change is made with the Board of Directors.
- 4 The Independent Projects may not be used for composting or storage of personal items.
- 5 No additional trees may be planted or structures added without prior approval of the Independent Project Monitor together with either the Garden President or the Garden Master.
- 6 No trees may be removed without the approval of the Independent Project Monitor and either the Garden President or the Garden Master. They will make arrangements for the removal.
- 7 For Independent Projects with fruit trees, half of the fruit must be shared with the other members of our community garden, by placing it under the tree in the central community area. *When possible*, the fruit should be made available to other members of the garden on community work days. The IP Monitor may request that fruit be harvested and distributed at General Meetings.
- 8 Under no circumstances should fruit be allowed to lie on the ground. It should either be taken to the community area if it is edible or to the compost area if rotten or damaged.
- 9 Pruning of trees should be discussed with the Independent Project Monitor. Members are

responsible for all clean-up and removal of debris in a timely manner should the need be pruned by the orchard committee.

- 10. Members must clear the weeds and maintain the pathways next to their Independent Projects
- 11. Only the member or associate may work in an Independent Project.

Citations will be issued by the Independent Project monitor for failure to observe the regulations, and failure to remedy the situation. Failure to correct the citation within two weeks will result in the loss of the Independent Project. Certain rule violations such as unapproved tree planting or removal, refusal to share crops, etc may result in immediate loss of the project. Citations issued by the Independent Project Monitor have the same weight as those written by Phase Representatives. Your membership in Ocean View Farms will be terminated if you receive three citations in any one year.

PROCEDURES FOR OBTAINING AN INDEPENDENT PROJECT

- 1. You must have been a member in good standing of OVF for at least one year. Associates are not eligible for independent projects.
- 2. Email your Phase Representative, or put a note in their mailbox in the wheelbarrow shed indicating your interest in obtaining an IP plot. Please date all correspondence. The Phase Representative will certify the length of your membership in the garden, indicate whether or not you are a competent gardener and indicate the number of community work hours you completed in the previous year. This evaluation will be given to the Independent Project Monitor.
- 3. If no IP plots are available applicants will be placed on a waiting list. When a plot becomes available it will be offered to earliest applicant on the waiting list first.
- 4. In the event that two or more persons request the same Independent Project at the same time, the Independent Projects will be awarded based on a point system:
 - 1 point for each year of membership in OVF;
 - 2 points for each 5 community work hours performed over your minimum requirement in the previous year.
- 5. No member will be awarded an additional Independent Project unless there are no other members waiting to receive one.

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 January 1st and February 1st of each year of the AGREEMENT for each current year during the Term of the AGREEMENT.

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

Organization Information:

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

Program/Service Information:

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

Outreach to the Community:

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

Financial Data:

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

EXHIBIT-E

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

Insurance Requirements

Name: Ocean View Farms, Inc Date: _____

Agreement/Reference: Operation and Maintenance of Ocean View Farms Community Garden

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Nickerson Insurance Services LIC #0491589 2106 West Lomita Blvd. Lomita CA 90717		CONTACT NAME: Beth Allen PHONE (A/C No. Excl): (310) 326-6333 FAX (A/C No.): (310) 326-5416 E-MAIL ADDRESS: beth@nickersonins.com PRODUCER CUSTOMER ID #: D0003006	
INSURED Metropolitan Neighborhood Gardens and Farms, 1943 Monon Street Los Angeles CA 90027-3201		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 10-11 PKG **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	MAC345960613	8/30/2010	8/30/2011	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 1,000,000
						\$
	GENL AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is hereby listed as Additional Insured/Landlord in respect to covered location: Ocean View Farms 3300 Centinela Blvd, Los Angeles, CA 90066 per Great American Insurance Company Additional Insured endorsement #-CG2011-1/96

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

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EXHIBIT-F

Standard Provisions for City Contracts

**BOARD OF RECREATION AND
PARK COMMISSIONERS**SYLVIA PATSAOURAS
PRESIDENTLYNN ALVAREZ
VICE PRESIDENTMELBA CULPEPPER
MISTY M. SANFORD
IRIS ZUÑIGAARMANDO X. BENCOMO
COMMISSION EXECUTIVE ASSISTANT II**CITY OF LOS ANGELES
CALIFORNIA****ERIC GARCETTI
MAYOR****DEPARTMENT OF
RECREATION AND PARKS**COMMISSION OFFICE
POST OFFICE BOX 86328
LOS ANGELES, CA 90086-0328Telephone: (213) 202-2640
Facsimile: (213) 202-2610
RAP.Commissioners@LACity.orgMICHAEL A. SHULL
GENERAL MANAGER

August 17, 2015

Ocean View Farms, Inc.
P.O. Box 66534
Los Angeles, CA 90066

Attention: Frank Harris, Vice Chairperson

Dear Mr. Harris:

Enclosed is the Amendment to the Agreement No. 3401, executed on August 12, 2015, between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your firm for operation and maintenance of the Ocean View Farms Community Garden.

Very truly yours,

**BOARD OF RECREATION AND
PARK COMMISSIONERS**ARMANDO X. BENCOMO
Commission Executive Assistant II

Enclosure

cc: City Controller (w/enclosure)
City Attorney (w/enclosure)
✓ Joel Alvarez, Sr. Management Analyst II, Partnerships (w/enclosure)
Departmental Chief Accountant (w/ enclosure)

AMENDMENT TO AGREEMENT NO. 3401
BETWEEN
THE CITY OF LOS ANGELES
AND
OCEAN VIEW FARMS, INC.
FOR
THE OPERATION AND MAINTENANCE
OF THE
OCEAN VIEW FARMS COMMUNITY GARDEN

THIS AMENDMENT TO AGREEMENT NO. 3401 ("AMENDMENT") is made this 12TH of AUGUST, 2015, by and between the City Of Los Angeles, acting by and through its Board of Recreation and Park Commissioners ("CITY") and Ocean View Farms, Inc., a California 501C(3) non-profit organization ("ORGANIZATION"). CITY and ORGANIZATION may be referred to collectively herein as "PARTIES."

WHEREAS, on September 7, 2011, the Board of Recreation and Park Commissioners approved Agreement No. 3401, between the CITY and ORGANIZATION for ORGANIZATION's operation and maintenance of a community garden with 500 individual garden plots at 3245 Grand View Boulevard, Los Angeles, CA 90066 (Report No. 11-245); and,

WHEREAS, Agreement No. 3401 was for a three-year term, which was executed on January 18, 2013, and is due to expire on January 17, 2016; and,

WHEREAS, ORGANIZATION has notified CITY that ORGANIZATION wishes to continue its collaboration with CITY on substantially the same terms and conditions for an additional ten-year term, commencing upon the initial expiration of Agreement No. 3401; and,

WHEREAS, CITY accepts ORGANIZATION's offer to continue its collaboration with CITY.

NOW THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend Agreement No. 3401 as follows:

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 **thirteen (13)** 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).

Section 4 – Access to the Property

Section 4 is hereby amended in its entirety and shall now read:

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. ORGANIZATION will provide DEPARTMENT with a key to facility for access to PROPERTY.

Notwithstanding exclusivity granted to ORGANIZATION by the terms of this AGREEMENT, the CITY in its discretion may require ORGANIZATION, without any reduction in cost recovery reimbursement fees or other valuable consideration to ORGANIZATION, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the CITY. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

With the exception of Section 2 and 4 as amended herein, Agreement No. 3401 shall remain unchanged by this Amendment and in full force and effect. Should any provision of Agreement No. 3401 conflict with this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT NO. 3401, 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

OCEAN VIEW FARMS, INC., a California 501C(3) non-profit organization

By: *Agustin Petzanna*
President

By: *[Signature]*

By: *Ana Torres*
Secretary

Title: PRESIDENT

Date: 8/12/2015

By: *[Signature]*

Title: Secretary

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

Date: 8/7/2015

By: *[Signature]*
Deputy City Attorney

Date: 8-13-15

ATTESTED:
HOLLY WOLCOTT, City Clerk

By: *[Signature]*
Title: Deputy

Date: 8-14-15

