DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
JULY 21, 2020

CD: 15

AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES AND LOS ANGELES COMMUNITY GARDEN COUNCIL FOR THE OPERATION AND MAINTENANCE OF THE GAFFEY STREET COMMUNITY GARDEN ON CITY PROPERTY

RECOMMENDATION

Approve the attached Memorandum of Understanding (MOU) with its transmittals and authorize the Director and General Manager of LA Sanitation and Environment (LASAN) to enter into the proposed MOU between the City of Los Angeles (City) and the Los Angeles Community Garden Council (LACGC) for the operation and maintenance of the Gaffey Street Community Garden.

TRANSMITTALS

1. MOU between City and LACGC.
2. Exhibit A – Gaffey Street Community Garden Plots Map.
4. Exhibit C – Performance Review Form.
5. Exhibit D – Garden Rules for Gaffey Community Garden.

DISCUSSION

LA Sanitation and Environment (LASAN) owns the property at 1400 N. Gaffey Street, which houses the following City of Los Angeles (City) facilities: 1) LASAN Harbor Solid Resources Collection Yard, 2) LASAN Harbor Mulching Facility, 3) Department of General Services Repair Shop, 4) LASAN Livability Services Division Comprehensive Cleaning and Rapid Engagement Operation, and 5) the Community Garden. Water usage for all City facilities and the garden is metered by a sole water meter. The City currently pays for the entire water bill, including the
water consumed by the garden. High water consumption was a major issue at this facility. The parcel was using 15 million gallons of water per year and was therefore classified as a high-water consumer. In recent years, due to the severe drought, the City began to reduce water usage in the Garden by limiting the days and time for irrigation. The irrigation system was also redone, which resulted in low water pressure throughout the garden with some plots not getting water. This led to gardeners connecting to the main water line by other means that could not be identified, which led to increased water consumption again.

LASAN, in coordination with City Council District 15, determined that providing the gardeners a dedicated water meter and irrigation system would be the most beneficial solution for all parties involved. The installation of a new water meter allows the tracking of water usage by the community garden; and the associated water bill will be paid by the gardeners through a leasing fee. The new irrigation system will include: 1) the installation of a new water meter, 2) 3” main water line, 3) 1-1/4” laterals, 4) 21 sub-meters, and 5) 270 hose bibs. The installation of the 21 sub-meters will monitor the water usage of sub areas at the garden. This will discourage careless water usage, illegal tapping of the water supply, and increase accountability within the community garden.

**Memorandum of Understanding (MOU)**

This MOU establishes an agreement between LASAN and the Los Angeles Community Garden Council (LACGC) for LACGC to manage the community garden. The MOU establishes the scope and responsibilities for both parties. The term of this MOU is for ten years.

- LASAN agrees to pay for the installation of a new water meter that will be for sole use of the gardens.
- LACGC assumes responsibility for all charges billed for water used by the gardens.
- City agrees to pay for purchase of all materials and perform the installation of a 3-inch mainline, 21 submeters, and laterals and up to 270 hose bibbs.
- Term period shall be a maximum of 10 years, starting from the date stated in the agreement.
- Annual Performance Reviews will be conducted by LASAN to determine the benefit of continuing with agreement.
- Anyone given access to the gardens must abide by terms and conditions stated in this agreement.
- Restrictions as to the uses of the gardens are stated in this agreement.
- LACGC must adhere to the performance requirements stated in this agreement.
- Gardens shall be accessible for LACGC and the public from sunrise to sunset daily.
- Parking for the gardens will be handled on a first-come-first served basis, no additional parking will be made for the Gardens.
- All funds received by LACGC in connection with the Gardens shall be used for the Gardens.
LACGC shall cover all expenses in relation to maintenance and repair of properties at the Gardens, including maintenance on all water supplies and bibbs. LACGC can also reach out to LASAN for consultation.

LACGC shall perform gardening-associated recreational activities at no cost to the City.

Any alterations, improvements, or replacements to the Gardens cannot be made without prior written authorization by LASAN.

LACGC shall follow the guidelines stated in this agreement when proposing a project involving alterations, improvement and replacements to the Gardens.

LACGC shall provide the City with evidence of insurance acceptable in accordance with the City.

LACGC agrees to indemnify the City in accordance with the guidelines provided in this agreement.

Gardens shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set in this agreement.

City and LACGC agree to cooperate and coordinate in respect to publicity via press or other avenues stated in this agreement.

No signage of any kind can be displayed unless previously approved in writing by LASAN.

Any commercial filming at the Gardens and any fees collected due to said filming shall be collected and organized in accordance with the guidelines within this agreement.

LACGC shall pay all taxes charged upon the rights of LACGC to use the Gardens.

Relationship of parties should follow guidelines given in this agreement.

Ordinances and standard provisions are provided in Exhibit F and are part of this agreement.

Any sub-agreements affecting the Gardens shall be filed with the City at least 60 days before implementation.

LACGC shall cooperate fully with the City in regard to safety practices and investigations that come about due to violations of those practices.

LACGC began performance of responsibilities written in this agreement prior to execution of MOU. Therefore, City ratifies agreement with LACGC for such services.

The documents, listed as transmittals within this report, shall be incorporated into this agreement.

PROGRAM REVIEW COMMITTEE (PRC) APPROVAL

This MOU was approved by PRC on February 12, 2020.

STATEMENT AS TO FUNDS

There is no funding required for this MOU. All required work being performed by LASAN is funded by the Integrated Solid Waste Management Fund.
Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEW AND APPROVED BY:

LISA B. MOWERY, Chief Financial Officer
Bureau of Sanitation
Date: 7/14/20

Prepared by:
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