

January 21, 2021

MEMBERS OF THE PARKS AND RECREATION COMMISSION

City of Long Beach
California

RECOMMENDATION

Authorize the Director of Parks, Recreation and Marine to approve a new lease for a park amenity and execute all documents necessary to Long Beach Organic Inc., a non-profit 501c3, for the management and operation of community gardens at Grace Park, Mary Molina, Orizaba Park, and Zaferia Junction for a period of five years with two (2) three-year renewals at the discretion of the Director starting January 1, 2021; and

Recommend to the City Manager the approval of a consolidated lease for Grace Park, Mary Molina, Orizaba Park, and Zaferia Junction Community Gardens, which meets a recreational need in the City. (Districts 1, 4, and 8)

DISCUSSION

Since 2003, the Department of Parks, Recreation and Marine (Department) has partnered with Long Beach Organic, Inc. for the management and operation of Grace Park Community Garden, Mary Molina Community Garden, Orizaba Park Community Garden, and Zaferia Junction Community Garden (Gardens). Long Beach Organic, Inc. is a nonprofit organization operating eight organic community gardens on private and City property in the City of Long Beach. Founded in 1994, the organization locates urban vacant lots from public and private owners and converts the lots into community gardens to provide the public with local and sustainable food sources. Garden plots are rented to residents on a six-month basis, March to August and September to February. In addition, Long Beach Organic donates produce to alleviate food insecurity and holds cooking and gardening workshops for the community. Other community gardens located on Department property include, Hudson Community Garden, Long Beach Community Garden, North Long Beach Community Garden, and Peace Community Garden.

Currently, the lease for Orizaba Park Community Garden is current, however the leases for the other three Gardens are on a month-to-month tenancy. The Department is proposing to enter into a consolidated new lease with Long Beach Organic, Inc. to continue to operate all four Gardens. The new lease will have updated terms and exhibits of each site. The current Lease No. 33331 for Orizaba Park Community Garden will be terminated, then incorporated into the new lease for all four Gardens.

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The proposed lease will contain the following major terms and conditions:

- Lessee: Long Beach Organic, Inc., a 501(c)3 nonprofit corporation.
- Term: One, five-year term, February 1, 2021 through January 31, 2026.
- Options to Renew: Two (2), three-year options to renew at the discretion of the City Manager or designee.
- Termination: Either party may terminate the lease without cause by providing the other party with a 60-day prior written notice.
- Premises (Gardens): Lessee accepts Gardens in “as is” condition. (Attachment A, B, C, and D)
 - Grace Park Community Garden, 0.14 acres. Elm Avenue and Plymouth Street
 - Mary Molina Community Garden, 0.18 acres. 1640 W. 20th Street
 - Orizaba Park Community Garden, 0.08 acres. 1435 Orizaba Avenue
 - Zaferia Junction Community Garden, 1.23 acres. 10th Street and Grand Avenue, along the Pacific Electric Right of Way.
- Use: Management, operation, programming and maintenance of the Gardens. All costs for the use of the Gardens will be the sole responsibility of Long Beach Organic, Inc. If at any time the Gardens become a financial burden to the Department or falls into a state of disrepair due to lack of maintenance, this lease may become revocable. Anything brought on site such as: recycled materials, structures, storage unit, building materials, etc., will be the responsibility of Long Beach Organic Inc. and will be removed by lessee upon termination of the agreement. Long Beach Organic Inc. will maintain the perimeter of the fence to curb at Mary Molina, Grace, and at Zaferia Junction. The Department will not provide any funding, supplies or staff support, unless approved in advance and in writing by the Director of Parks, Recreation and Marine (Director).
- Maintenance: Maintenance of all Gardens shall extend to the curb of the property, with the exception of Orizaba Park. At the Orizaba Park site, the fence to curb maintenance will be the responsibility of the Department. Fence to curb maintenance is defined as the trimming of surrounding bushes, removal of particles of trash, overgrown vegetation and dust.
- Improvements: Lessee shall request advance written permission from the Director to add any improvements or make any modifications to the Gardens. Lessee understands that at the expiration or sooner termination of the lease, improvements may either become the property of the City or may need to be removed and the site returned to its original condition.

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- Allocation of Garden Plots: Lessee understands that the intent of the lease is to provide the community with access to food through sustainable organic gardening. Therefore, Lessee shall conduct outreach to the surrounding community giving residents in the vicinity of each Garden priority for Garden plots.
- Rent: Annual rent for the Gardens shall be waived in consideration of the community benefits of providing local sustainable organic gardening available to the community. Benefits to the community include outdoor physical exercise, social interaction, environmental education, and the ability to access a low-cost source of food.
- Utilities: Lessee shall be responsible for all utility costs, including water, power, and refuse.
- Parking and Restrooms: Lessee understands that limited public parking may be available, and no freestanding public restrooms are available at the Gardens or adjacent parks. Public restrooms are available in the Orizaba Park Community Center only during Center hours of operation. Should restrooms be needed after hours, Lessee shall provide and maintain restrooms at Lessee's sole cost and expense.
- Security: Lessee shall be solely responsible for and pay for all maintenance and repairs due to any vandalism, graffiti or damage to the Gardens. Lessee shall allow the Department to place a City lock on all Garden entry gates so that the City may easily enter the Gardens in the event of an emergency.
- Vermin: Lessee shall immediately remove fallen fruit from the ground, store extra wood in a manner to not provide housing, and maintain compost piles, among other measures to keep the Gardens free from vermin.
- Easements: Lessee shall arrange the Garden areas to not block any governmental agency from accessing their pipeline, storm drain, or equipment that may be located under the Gardens.
- Laws and Other Permits: Lessee shall apply, pay for, and follow all applicable local, regional, state and federal laws, codes, regulations, requirements, and health orders necessary to manage and operate the Gardens.
- Fingerprinting: Pursuant to Department policies regarding adult activity with children on Department property, Lessee shall ensure that all Lessee's members, teachers, and volunteers are fingerprinted through Live Scan as a part of the background check process prior to teaching and/or interacting with children.

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- ADA Access: Lessee shall be solely responsible for ensuring that the Gardens and any improvements thereon comply with all applicable local, state and/or federal laws pursuant to the Americans with Disabilities Act, at Lessee's sole cost and expense.
- Bi-Annual Reports: Lessee shall provide bi-annual reports to the Department no later than July 31st and January 31st, covering Garden accomplishments for that six-month period.
- Insurance: Lessee shall purchase and maintain all applicable insurance and endorsements, as required and approved by the City Risk Manager.
- Publicity and Social Media: Where possible, the Department will assist Long Beach Organic Inc. with the promotion and marketing of Garden activities and events. The Department and Long Beach Organic Inc. will not use the other party's name, marks or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without the prior written consent of the other party. Additionally, no one affiliated, staff or volunteer, with any parties in this lease will engage in negative verbal behavior or written posting towards another party on social media or other online or public venues or make negative, defamatory or inciting remarks about another party. The Department and Long Beach Organic Inc. will jointly review any perceived negative behavior and/or written posting to come to a mutually agreeable resolution. If the violation cannot be resolved in an agreeable manner, then the violation may be grounds for termination of the lease. The Department reserves the right to determine, at its sole discretion, what is negative verbal or written posting behavior.
- Grant Approval Process: Prior to submitting a grant application Long Beach Organic Inc. will send a written notification of the grant opportunity to the Department at least two weeks prior to the grant deadline to seek written permission to apply for funding. The Department will review the request, the grant criteria, and consider other Department programming and facilities seeking funding. The City reserves the right to deny the request if the grant performance measures are not financially or operationally feasible or unreasonably burdensome for any other reason or violates City policies of obligation to fulfill grant requirements without City Council approval.

The Commission recommends to the City Manager approval to enter into a consolidated lease with Long Beach Organic, Inc., for Grace Park, Mary Molina, Orizaba Park, and Zaferia Junction Community Gardens, Commission approval is requested.

FISCAL IMPACT

There is no fiscal impact nor job impact associated with the recommended action.

SUGGESTED ACTION:

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Approve recommendation.

Respectfully submitted,



GLADYS KAISER
MANAGER
COMMUNITY RECREATION SERVICES



HURLEY OWENS
MANAGER
MAINTENANCE AND OPERATIONS



MEREDITH REYNOLDS
MANAGER
PARK PLANNING AND PARTNERSHIPS

APPROVED:



BRENT DENNIS
DIRECTOR

BD:SS:MR:HO:GK:AC:Ih
Attachment A: Grace Park Community Garden
Attachment B: Mary Molina Community Garden
Attachment C: Orizaba Park Community Garden
Attachment D: Zaferia Junction Community Garden