



Legislation Text

File #: 21-0222, **Version:** 1

Recommendation to authorize City Manager, or designee, to terminate Lease No. 33331 effective January 31, 2021 with Long Beach Organic, Inc., for the management and operation of the Orizaba Park Community Garden, and execute all necessary documents to enter into a new lease with Long Beach Organic, Inc., a nonprofit public-benefit corporation, for the continued management and operation of the Grace Park Community Garden, Mary Molina Community Garden, Orizaba Park Community Garden, and Zaferia Junction Community Garden, for a period of five years from February 1, 2021 to January 31, 2026, with two, three-year options to renew, at the discretion of the City Manager, or designee. (Districts 1,4,8)

Since 2003, the Parks, Recreation and Marine Department (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) on Department-managed property. Currently, the lease for Orizaba Park Community Garden is executed. However, the leases for the other three Gardens are on month-to-month tenancy. The Department would like to enter into one new lease with Long Beach Organic, Inc., to continue to operate all four Gardens. To enter into a new lease with updated lease terms, current Lease No. 33331 for the management and operation of Orizaba Park Community Garden must be terminated, then incorporated into the new lease for all four Gardens. Other community gardens located on Department property include: Hudson Community Garden, Long Beach Community Garden, North Long Beach Community Garden, and Peace Community Garden.

Long Beach Organic, Inc., is a nonprofit organization operating eight organic community gardens on private and City property in 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, Inc., donates produce to alleviate food insecurity and holds cooking and gardening workshops for the community.

On January 21, 2021, the Parks and Recreation Commission recommended to the City Manager the approval of the new lease for four community gardens, as the Gardens meet a recreational need in the City.

It is requested that the City Council authorize the termination of Lease No. 33331 for the Orizaba Park Community Garden and enter into a new lease to allow Long Beach Organic, Inc., to continue the management and operation of the four Gardens. The proposed lease will contain the following major terms and conditions:

- Lessee: Long Beach Organic, Inc., a 501(c)(3) nonprofit public-benefit corporation.
- Term: One, five-year term, February 1, 2021 through January 31, 2026.
- Options to Renew: Two, 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.
- Grace Park Community Garden, 0.14 acres, at Elm Avenue and Plymouth Street (Attachment A).
- Mary Molina Community Garden, 0.18 acres, at 1640 West 20th Street (Attachment B).
- Orizaba Park Community Garden, 0.08 acres, at 1435 Orizaba Avenue (Attachment C).
- Zaferia Junction Community Garden, 1.23 acres, at 10th Street and Grand Avenue, along the Pacific Electric Right-of-Way (Attachment D).
- Use: Management, operation, 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 fall 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 sole 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 Park, and at Zaferia Junction Community Gardens. 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. 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).
- Improvements: Lessee must 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 become the property of the City.
- 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 must conduct outreach to the surrounding community giving residents in the vicinity of each Garden priority for Garden plots.
- Rent: Annual rent for the Gardens will be waived in consideration of the community

benefits of providing local sustainable organic gardening 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 will be responsible for all utility costs, such as water, and including refuse, or any other costs.
- Parking and Restrooms: Lessee understands that limited shared public parking may be available at Orizaba Park, and that only public street parking is available at the other Gardens. 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, Lessee will provide and maintain restrooms at Lessee's sole cost and expense.
- Security: Lessee will be solely responsible for and pay for all maintenance and repairs due to any vandalism, graffiti, or damage to the Gardens. Lessee must allow the Department to place a City lock on all Gardens entry gates so that the City may easily enter the Gardens in the event of an emergency.
- Vermin: Lessee must 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 must 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 must 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 must ensure that all Lessee's members, teachers, and volunteers are fingerprinted through Live Scan as part of the background check process prior to teaching and/or interacting with children.
- ADA Access: Lessee will 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 must 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 must 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 toward 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.

This matter was reviewed by Deputy City Attorney Arturo D. Sanchez on February 22, 2020 and by Revenue Management Officer Geraldine Alejo on February 25, 2021.

City Council action is requested on March 16, 2021, to finalize and execute the Lease so that Long Beach Organic, Inc., can continue to operate the Gardens without interruption.

Annual rent will be waived during the Lease term. All operating and maintenance costs for the Mary Molina, Grace Park, and Zaferia Junction Community Gardens will be the responsibility of Long Beach Organic, Inc. For these three Gardens, Long Beach Organic, Inc., will also be responsible for fence to curb maintenance, which includes trimming of surrounding bushes, trash removal, and removing overgrown vegetation and dust. The Parks, Recreation and Marine Department will continue to be responsible for fence to curb maintenance at the Orizaba Park Garden. The work associated with the Orizaba Park Garden is part of current park maintenance and is budgeted in the General Fund Group in the Parks, Recreation and Marine Department. Long Beach Organic, Inc., will be responsible for all other operating and maintenance costs for Orizaba Park Garden. This recommendation has no staffing impacts beyond the normal budgeted scope of duties and is consistent with existing City Council

priorities. There is no local job impact associated with this recommendation.

Approve recommendation.

BRENT DENNIS
DIRECTOR
PARKS, RECREATION AND MARINE

APPROVED:

THOMAS B. MODICA
CITY MANAGER