



SUSTAINABLE LONG BEACH

Application Form

Long Beach Community Gardens Program

The purpose of the Long Beach Community Garden Program is to provide an opportunity to establish and participate in a community garden (for residents and organizations) in the City of Long Beach.

The following is a list of items that are needed for submitting an application for the establishment of a community garden. Please attach the following items to the form for a complete application.

1. Name of Community Group and/or Organization
2. Point of Contact Information
3. Proof of Long Beach Residency
4. Garden Plot Plan (show a diagram of the proposed plantings, garden furniture, and include a list of plants, vegetables and flowers to be planted)
5. Narrative description of proposed Community Garden (please include your vision for the garden and how it will be operated and maintained)

Name of Organization _____

Organization Address _____ Zip _____

Phone _____ Email _____

Contact Person Signature _____ Date _____

Contact Person Name (Printed) _____

Phone _____ Email _____

Proposed Location of Community Garden _____

Type of garden are you interested in (flowers, vegetables, herb)? _____

How many times per week are you planning to maintain the garden? _____

I am willing to commit to a minimum one year lease agreement? If not, how long are you thinking of committing? _____

I have read and agree to the terms and conditions outlined in the attached Conditions of Approval for the Long Beach Community Garden Program.

I understand that proof of insurance is needed for completion of a lease agreement.

SUSTAINABLE

City of Long Beach Proposed Community Garden Locations

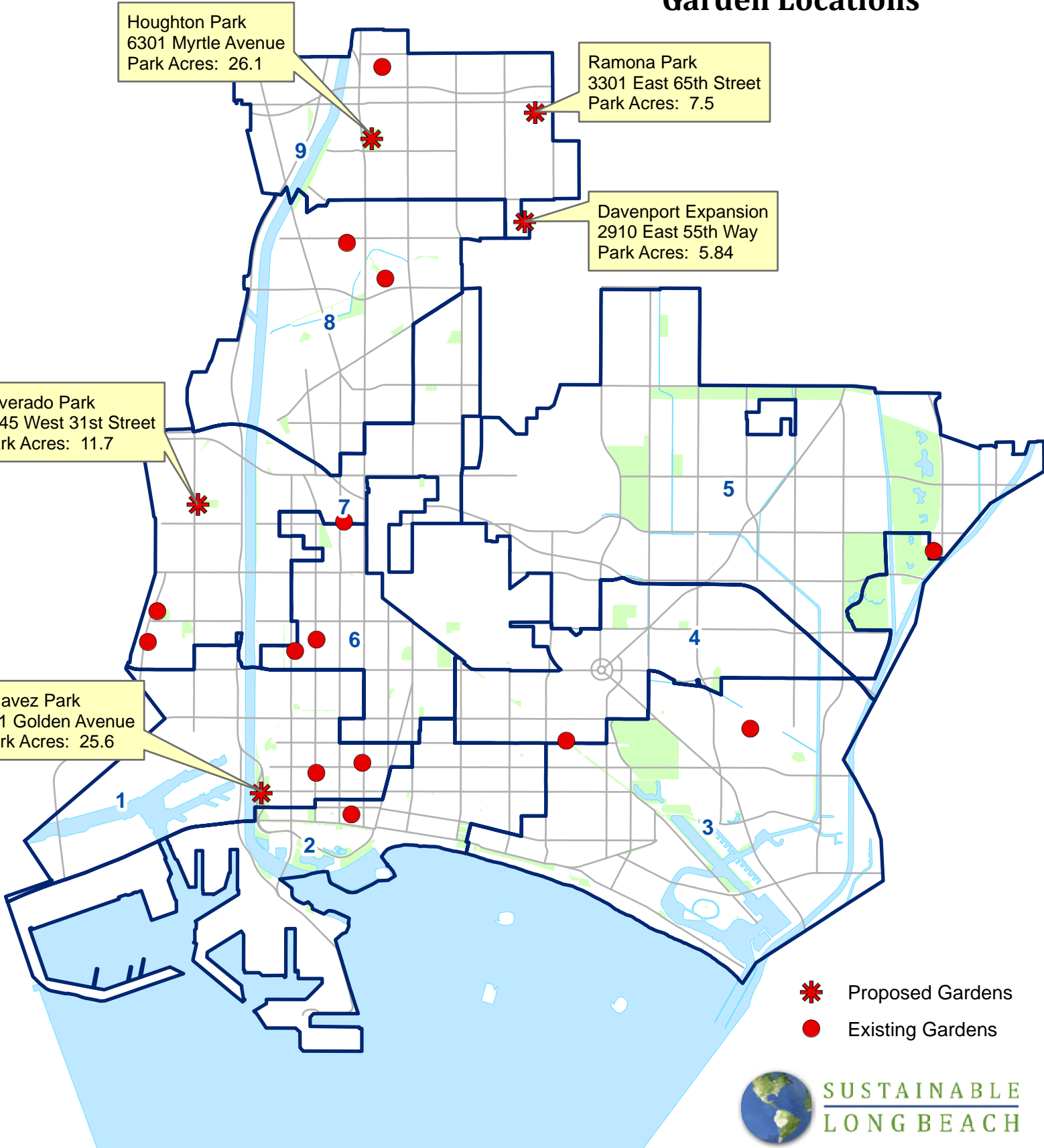
Houghton Park
6301 Myrtle Avenue
Park Acres: 26.1

Ramona Park
3301 East 65th Street
Park Acres: 7.5

Davenport Expansion
2910 East 55th Way
Park Acres: 5.84

Silverado Park
1545 West 31st Street
Park Acres: 11.7

Chavez Park
401 Golden Avenue
Park Acres: 25.6



- * Proposed Gardens
- Existing Gardens



SUSTAINABLE
LONG BEACH



Conditions of Approval- Long Beach Community Gardens Program

What is a Community Garden?

Community Gardens can be located throughout the City and can grow anything from flowers to vegetables. They provide access to fresh foods, promote social interaction, healthy living, cultural awareness, sustainable land uses, and strengthen community bonds. The gardens also create therapeutic and recreational opportunities as well as provide food for the hungry. Gardens can be located at a local park, school, or even in a local neighborhood and can be maintained by community members. The City of Long Beach encourages community gardening in an effort to raise environmental awareness, community education and encourage a healthy, sustainable community.

Benefits of Community Gardens:

- Produces Nutritious Organic Foods
- Reduces Family Food Budgets
- Improves Vacant and Underutilized Lots
- Beautifies Neighborhoods & Parks & Preserves Green Space
- Creates opportunity for Recreation, Exercise, Therapy, and Education
- Encourages Community Involvement, Stimulates Social Interaction & Provides Opportunities for Intergenerational and Cross-Cultural Connections
- Improves the Quality of Life
- Provides a Catalyst for becoming more Sustainable



SUSTAINABLE LONG BEACH

PURPOSE:

The purpose of the Long Beach Community Garden Program is to provide an opportunity to establish and participate in a community garden (for residents and organizations) in the City of Long Beach.

POLICY:

It is the policy of the City of Long Beach to establish community gardens in every park 5 acres or larger by 2020.

This Program is established to meet goals of the Sustainable City Action Plan, dated September 2009.

PROCEDURE:

The Long Beach Community Garden Program is sponsored by Parks, Recreation and Marine Department, Office of Sustainability, and Property Services Bureau.

The City shall provide available park land in parks 5 acres or larger for establishing community gardens.

Long Beach community and neighborhood groups are encouraged to inquire about available community garden locations.

Long Beach community and neighborhood groups (tenant) shall enter into a lease agreement with the City of Long Beach (landlord).

Tenants may lease parcels on City-owned property under a Lease Agreement.

Community gardens are then managed by the tenant with oversight by the landlord.

Plots are available to Long Beach residents and organizations only.

Commercial use of plots is not permitted.

Gardening hours are subject to the individually designated hours established by the Parks, Recreation and Marine Department.

No tenant shall enter a garden plot, other than his/her own, without the landlord's permission.

The tenant shall not assign or transfer the designated community garden to another individual or organization. Doing so will result in an immediate revocation of lease for that community garden.



SUSTAINABLE LONG BEACH

Tenant Responsibilities

1. Tenants must show proof of City of Long Beach residency, business license, and/or nonprofit organization 501(c)3.
2. Community gardens will be assigned to eligible community groups and/or organizations on a first come, first served basis.

SELECTION PROCESS:

A preference is given to plots located in parks greater than 5 acres or more. The Long Beach Office of Sustainability and Parks, Recreation and Marine Department have selected a list of approved locations to choose from for possible establishment of community gardens.

Eligible groups interested in establishing a community garden can contact Parks, Recreation and Marine Department at (562) 570-4898.

IMPLEMENTATION OF COMMUNITY GARDENS

City's Responsibilities

1. The City will maintain walkways and exterior perimeter fences.
2. The City has the authority to conduct inspections and issue non-compliance notices to gardeners not properly maintaining the plot.
3. The City has the authority to discontinue an agreement for neglect, misuse, etc.

Tenant's Responsibilities

1. The tenant shall maintain the community garden throughout the year with active plantings. The City shall be contacted if circumstances exist that prevent a tenant from fulfilling garden responsibilities.
2. The tenant shall be responsible for the provision of all utilities to the premises and shall be responsible for the payment of all utility expenses.
3. The tenant shall install a water meter and aboveground spigot at the premises and be responsible for payment of all water use.
4. The tenant shall employ composting techniques as refuse collection will not be provided by the City.



SUSTAINABLE LONG BEACH

5. The tenant shall remove invasive plants, weeds, and grasses.
6. The tenant shall provide his/her own tools, supplies, seeds, etc.
7. The City shall be notified within 30 days prior to end of expiration of the lease agreement as to the termination of the agreement.
8. The tenant shall leave the premises cleared of all debris and cultivation of all crops and return the property to the original condition 30 days prior to the end of the lease agreement.
9. The tenant shall comply with California Health and Safety Code Section 25359.7 or its successor statute regarding notice to landlord on discovery by tenant of the presence or suspected presence of any hazardous material on the premises. No goods, merchandise, supplies, personal property, materials, or items of any kind shall be kept, stored, or sold in or on the premises which are in any way explosive or hazardous.
10. The tenant shall store only materials needed for gardening and must be stored orderly.
11. The tenant shall utilize organic gardening practices which promote and enhance biodiversity, natural biological cycles and soil biological activities that restore, maintain and enhance ecological harmony.
12. The tenant shall not use fertilizers, pesticides and/or herbicides. Only botanical insecticides may be used. No fertilizer may be used that in any way detrimentally affect adjacent properties. Maintaining healthy soils are encouraged.
13. The tenant shall garden within the designated boundaries and not extend to adjacent properties.
14. The tenant shall not have stagnant pools of water on the premises for vector control preventive measures.
15. The tenant shall maintain trimming on interior and exterior fences. Growth on fences, interior and exterior must not extend through or over the fences.
16. The tenant shall not plant any trees in the ground on the premises. However, trees are allowed if contained in a pot aboveground.
17. The tenant shall not plant gardens directly in the ground. The tenant shall utilize raised bed planting techniques.



SUSTAINABLE LONG BEACH

18. The tenant shall indicate proposed garden furniture or temporary structures such as chairs, tables, umbrellas, benches, trellis, greenhouse, etc. at the time of submittal, which is approved at the discretion of the Director on a case-by-case basis.
19. No animals are permitted on the premises.
20. The tenant shall keep the premises in a neat, safe and sanitary condition and shall make a best effort not to create habitats which attract rodents.
21. The tenant shall upkeep plots as to not create a public nuisance or blight in the community such as piles of trash or debris.
22. The tenant shall keep locks on all gates when absent from the premises.
23. The tenant shall post a sign at the premises which identifies the premises as a community garden, provides tenant's contact information, including phone number, and identifies the City of Long Beach as the landlord. Any additional signs shall be subject to the reasonable approval of the landlord. The tenant shall be responsible for the proper installation and disposal of signage and the associated cost of installation and removal.
24. Any keys supplied to tenants are the property of the City of Long Beach and must be returned upon termination of the licensing agreement.

Happy Gardening!

OTHER HELPFUL RESOURCES FOR ESTABLISHING COMMUNITY GARDENS

Operation Mulch-A-Lot Program provided by the City of Long Beach Office of Sustainability
Free Composting Workshop available through the City of Long Beach Environmental Services Bureau
Foodbank of Southern California www.foodbankofsocal.org
Food Finders www.foodfinders.org
Getting Started on Your Garden- www.bewaterwise.com
Local Farmers Markets- www.localharvet.org

For more information on Community Gardening contact the City of Long Beach's Office of Sustainability at 562.570.5927.

LEASE

THIS LEASE is made and entered, in duplicate, as of pursuant to a minute order of, adopted at its meeting held on (insert date), by and between the City of Long Beach, a municipal corporation (the "Landlord"), and (insert organization name), a California nonprofit corporation, whose address is (insert address) (the "Tenant").

Landlord and Tenant, in consideration of the mutual terms, covenants, and conditions herein, agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby accepts and leases that certain undeveloped and vacant land more particularly described in Exhibit "A" attached hereto (the "Premises"), commonly known as (insert address), Long Beach, California.

2. Term. The term of this Lease shall commence on (insert date) (the "Commencement Date") and shall terminate at midnight on (insert date), unless sooner terminated as provided herein. The Tenant understands and acknowledges that the Premises are subject to future development by the Landlord, and that under no circumstances shall the term of this Lease be extended.

3. Termination Right. Either party may terminate this Lease at any time and for any reason during the term, provided that such party provides thirty (30) days advance notice in writing to the other party.

4. Rent. Tenant shall pay to Landlord a rental payment of One Dollar (\$1.00) per year.

5. Use. Tenant shall partner with the (insert applicable organization) to use the Premises as a temporary community garden. The Premises shall not be used by Tenant for any other purpose without the express written consent of Landlord, which may be withheld in its sole and absolute discretion.

6. Tenant Improvements. The Premises shall be leased in "as is"

1 condition, without any representations or warranties by Landlord as to the suitability for
2 the intended use of the Premises. Before any improvements to the Premises are
3 undertaken by Tenant, Tenant shall have first submitted to Landlord a written
4 development proposal in form and content acceptable to Landlord which addresses,
5 without limitation, (i) sources and uses of funds for development, (ii) management of the
6 community garden, including on-site management, rules and maintenance plans, (iii)
7 security plans and plot access; and (iv) selection of eligible participants and award of
8 plots. After approval of the development plan by Landlord, Tenant shall construct any
9 improvements at its own expense. Tenant shall be responsible for ensuring the Premises
10 comply with the Americans with Disabilities Act to the extent required.

11 7. Maintenance Obligations. Tenant shall keep the Premises in a neat,
12 safe and sanitary condition. Tenant shall be responsible for any and all repairs
13 associated with the Premises. Landlord shall have no maintenance obligations with
14 respect to the Premises.

15 Subsurface Use Restrictions. The parties agree that this Lease covers only the surface
16 of the Property and only so much of the subsurface as is reasonably necessary for
17 Tenant use of the Property as permitted in this Lease. Tenant shall not drill any wells on
18 the Premises.

19 8. Utilities. Tenant shall be responsible for the provision of all utilities to
20 the Premises and shall be responsible for the payment of all utility expenses. Tenant
21 shall cause a water meter and aboveground spigot to be installed at the Premises.

22 9. Taxes. Landlord shall be responsible for payment of all real property
23 taxes, and Tenant shall be responsible for the payment of all other taxes arising from its
24 use and occupancy of the Premises, including any possessory interest taxes.

25 10. Insurance.

26 A. During the entire term, Tenant shall at its sole cost and
27 expense procure and maintain:
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(i) Commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering bodily injury and property damage liability combined arising from Tenant's obligations under or in connection with this Lease. Such insurance shall name Landlord, and any other party it so specifies in writing to Tenant, as an additional insured.

(ii) The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (a) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Tenant and Landlord, (b) be primary insurance as to all claims thereunder and provide that any insurance carried by Tenant or Landlord is excess and is non-contributing with any insurance requirement of Tenant, (c) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee or ground or underlying lessor of Landlord, and (d) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the effectiveness of this Lease.

DRAFT

B. Notwithstanding the provisions of this Section 10, Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control but only to the extent that (a) such loss or damage is insured against or is required to be insured against under the terms of this Lease, and (b) such insurance policies permit and do provide for such waiver. In this regard, Landlord

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

and Tenant each agree to have their respective insurers issuing the insurance described in this Section 10 waive any rights of subrogation that such companies may have against the other party. Tenant shall provide, at its sole cost and expense, such additional insurance or increased coverage amounts as may be required by Landlord's Risk Manager acting in his or her sole discretion.

11. Hazardous Materials. No goods, merchandise, supplies, personal property, materials, or items of any kind shall be kept, stored, or sold in or on the Premises which are in any way explosive or hazardous. Tenant shall comply with California Health and Safety Code Section 25359.7 or its successor statute regarding notice to Landlord on discovery by Tenant of the presence or suspected presence of any hazardous material on the Premises. "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by the City, the County of Los Angeles, the State of California or the United States government.

12. Default. The occurrence of any of the following acts shall constitute a default by Tenant:

- A. Failure to pay rent when due after ten (10) days written notice;
- B. Failure to perform any of the terms, covenants, or conditions of this Lease if said failure is not cured within thirty (30) days after written notice of said failure. If the default cannot reasonably be cured in thirty (30) days, Tenant shall not be in default if Tenant begins to cure within the thirty-day period and diligently proceeds to cure to completion; or
- C. Any attempted assignment or transfer.

If Tenant does not comply with each provision of this Lease or if a default occurs, then Landlord may terminate this Lease and Landlord may enter the Premises and take possession thereof provided, however, that these remedies are not exclusive but cumulative to other remedies provided by law in the event of Tenant's default, and the exercise by Landlord of one or more rights and remedies shall not preclude Landlord's

1 exercise of additional or different remedies for the same or any other default by Tenant.

2 13. Right of Entry. Landlord shall have the right of access to the
3 Premises during reasonable business hours.

4 14. Condemnation. If the whole or any part of the Premises shall be
5 taken by any public or quasi-public authority under the power of eminent domain, then
6 this Lease shall immediately terminate. All damages for such taking shall belong to
7 Landlord.

8 15. Nondiscrimination. Subject to applicable laws, rules and regulations,
9 Tenant shall not discriminate against any person or group on the basis of race, religion,
10 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,
11 handicap or disability with respect to the use of the Premises or the performance of its
12 obligations under this Lease. In the performance of this Lease, Tenant shall not
13 discriminate against any employee or applicant for employment on the basis of race,
14 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
15 status, handicap or disability. Tenant shall take affirmative action to ensure that
16 applicants are employed and that employees are treated without regard to these bases.
17 Such action shall include but not be limited to employment, upgrading, demotion,
18 transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other
19 forms of compensation, and selection for training including apprenticeship. Tenant shall
20 post in conspicuous places notices stating this provision.

21 16. Indemnification. Tenant shall defend, indemnify and hold harmless
22 Landlord from all claims, demands, damages, causes of action, losses, liability, costs or
23 expenses, including reasonable attorney's fees, of any kind or nature whatsoever
24 (collectively referred to in this Section and Section 16 as "claims") which Landlord may
25 incur for injury to or death of persons or damage to or loss of property occurring in, on, or
26 about the Premises arising from the condition of the Premises, the alleged acts or
27 omissions of Tenant, Tenant's employees, or agents, the occupancy, use, or misuse of
28

1 the Premises by Tenant, Tenant's employees, agents, approved subtenants, licensees,
2 patrons, or visitors, or any breach of this Lease.

3 17. Relocation. Tenant agrees that nothing contained in this Lease shall
4 create any right in Tenant for any relocation assistance or payment under applicable
5 California law from Landlord on the expiration or termination of this Lease. Tenant
6 agrees that nothing contained in this Lease shall create any right for any reimbursement
7 of Tenant's moving expenses incurred prior to or during the term of this Lease.

8 18. Assignment. Tenant shall not assign or transfer this Lease or any
9 interest herein, nor sublease the Premises or any part thereof (collectively referred to as
10 "transfer"). This provision shall not prohibit Tenant from (i) entering into or (ii) making
11 temporary plot assignments as is customary for the operation of a community garden.

12 19. Signs. Tenant shall post a sign at the Premises which (i) identifies
13 the Premises as a community garden, (ii) provides Tenant's contact information, including
14 phone number, and (iii) identifies the City of Long Beach as the Landlord. Any additional
15 signs shall be subject to the reasonable approval of Landlord. The Tenant shall be
16 responsible for the proper disposal of signage and the associated cost of removal.

17 20. Access. Tenant and associated members shall have access to the
18 Premises Monday through Friday, 7:00 a.m. to dusk and Saturday and Sunday, 9:00 a.m.
19 to dusk.

20 21. Parking. Landlord shall not be obligated to provide Tenant with any
21 parking spaces in connection with this Lease.

22 22. Surrender of Premises. On the expiration or sooner termination of
23 this Lease Tenant shall remove all improvements on the Premises and otherwise deliver
24 to Landlord possession of the Premises in substantially the same condition that existed
25 immediately prior to the date of execution hereof.

26 23. Notice. Any notice required hereunder shall be in writing and
27 personally served or deposited in the U. S. Postal Service, first class, postage prepaid to
28

1 Landlord and Tenant at the respective addresses first stated above. Notice shall be
2 deemed effective on the date of mailing or on the date personal service is obtained,
3 whichever first occurs. Change of address shall be given as provided herein for notice.

4 24. Waiver of Rights. The failure or delay of Landlord to insist on strict
5 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
6 any right or remedy that Landlord may have and shall not be deemed a waiver of any
7 subsequent or other breach of any term, covenant, or condition herein. The receipt of
8 and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other
9 default but shall only constitute a waiver of timely payment of rent. Any waiver by
10 Landlord of any default or breach shall be in writing. Landlord's approval of any act by
11 Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of
12 any subsequent act of Tenant.

13 25. Successors in Interest. This Lease shall be binding on and inure to
14 the benefit of the parties and their permitted successors, heirs, personal representatives,
15 transferees, and assignees, and all of the parties hereto shall be jointly and severally
16 liable hereunder.

17 26. Force Majeure. Except as to the payment of rent, in any case where
18 either party is required to do any act, the inability of that party to perform or delay in
19 performance of that act caused by or resulting from fire, flood, earthquake, explosion,
20 acts of God, war, strikes, lockouts, or any other cause whether similar or dissimilar to the
21 foregoing which is beyond the control of that party and not due to that party's fault or
22 neglect shall be excused and such failure to perform or such delay in performance shall
23 not be a default or breach hereunder. Financial inability to perform shall not be
24 considered cause beyond the reasonable control of the party.

25 27. Partial Invalidity. If any term, covenant, or condition of this Lease is
26 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
27 remainder of the provisions hereof shall remain in full force and effect and shall in no way
28

1 be affected, impaired or invalidated thereby.

2 28. Time. Time is of the essence in this Lease, and every provision
3 hereof.

4 29. Governing Law. This Lease shall be governed by and construed in
5 accordance with the laws of the State of California.

6 30. Integration and Amendments. This Lease represents and constitutes
7 the entire understanding between the parties and supersedes all other agreements and
8 communications between the parties, oral or written, concerning the subject matter
9 herein. This Lease shall not be modified except in writing signed by the parties and
10 referring to this Lease.

11 31. Joint Effort. This Lease is created as a joint effort between the
12 parties and fully negotiated as to its terms and conditions and nothing contained herein
13 shall be construed against either party as the drafter.

14 **DRAFT**

15 32. No Recording. This Lease shall not be recorded.

16 33. Attorney's Fees. In any action or proceeding relating to this Lease,
17 the prevailing party shall be entitled to its costs, including a reasonable attorney's fee.

18 34. Captions and Organization. The various headings and numbers
19 herein and the grouping of the provisions of this Lease into separate sections,
20 paragraphs and clauses are for convenience only and shall not be considered a part
21 hereof, and shall have no effect on the construction or interpretation of this Lease.

22 35. Relationship of Parties. The relationship of the parties hereto is that
23 of Landlord and Tenant, and the parties agree that nothing contained in this Lease shall
24 be deemed or construed as creating a partnership, joint venture, association, principal-
25 agent or employer-employee relationship between them or between Landlord or any third
26 person or entity.

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

//
//
//
//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the parties have executed this Lease with all of the formalities required by law as of the date first above written.

DRAFT

_____, 2009 By _____
President

Type or Print Name

_____, 2009 By _____
Secretary

Type or Print Name

“Tenant”
_____, a California nonprofit corporation

_____, 2009 By _____
President

“Landlord”

This Lease is hereby approved as to form on _____,
2009.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ROBERT E. SHANNON, City Attorney

By _____
Deputy

DRAFT

OFFICE OF THE CITY ATTORNEY
~~ROBERT E. SHANNON~~, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"
PREMISES DESCRIPTION

DRAFT