

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 22, 2026

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AUTHORIZE LICENSE FOR THE WELLINGTON SQUARE FARMERS
MARKET AT THE WASHINGTON IRVING BRANCH**

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Award a license, substantially in the form on file, to Greener Pastures for the Wellington Square Farmers Market at the Washington Irving branch.
2. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the license.
3. Authorize the City Librarian or his designee to execute the license upon completion of all required approvals.
4. Adopt the attached Resolution regarding the award and execution of the license agreement between the Library and Greener Pastures for the Wellington Square Farmers Market at the Washington Irving branch.

B. BACKGROUND:

1. On July 10, 2026, Library staff met with Council District 10 staff who expressed an interest in utilizing the Washington Irving branch for the recently displaced Wellington Square Farmers Market. It was confirmed in October that CD10 would like to move forward with utilizing the space at the Washington Irving branch on Sundays between 7:30 AM and 3:00 PM.
2. Library staff will be present during event hours to allow the Farmers Market to utilize the community room and restrooms.
3. Council District 10 will introduce a motion to transfer funds to pay for staff hours and branch operational costs related to the Wellington Square Farmers Market.
4. Staff recommends that the Board award a license to Greener Pastures for a term of one year. The license shall be subject to earlier termination by the Library.

5. The license has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Joyce Cooper, Director of Branch Library Services

Prepared by: Emily Wooten, Management Analyst

Reviewed by: Claudia Aguilar, Senior Management Analyst

LIBRARY RESOLUTION NO. 2026-XX (C-XX)

WHEREAS, The City of Los Angeles Public Library was approached by Council District 10 to assist in the relocation of the recently displaced Wellington Square Farmers Market, and;

WHEREAS, The Library now wishes to license the use of the Washington Irving branch parking lot, community room and restrooms by Greener Pastures for the Wellington Square Farmers Market at the Washington Irving branch, and;

THEREFORE, BE IT RESOLVED, That the Board adopts the award and execution of the license agreement between the Library and the Greener Pastures for the Wellington Square Farmers Market at the Washington Irving Branch, and;

FURTHER RESOLVED, That the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections as deemed necessary.

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY**

REVOCABLE LICENSE

The City of Los Angeles (City), through its Library Department (Los Angeles Public Library, LAPL, or Library), hereby issues this revocable license (License) to Greener Pastures (Licensee), granting temporary access to the Premises for the purpose of administering the Wellington Square Farmers Market.

This License is issued subject to the conditions set forth herein.

Premises. The area for which this License is granted is a portion of LAPL property located at the Washington Irving Branch Library at 4117 West Washington Blvd. Los Angeles, 90018, specifically the interior community room space, interior restrooms, and parking lot on the east side of the property at W. Washington Blvd. (Premises). This location is marked on the map attached hereto as Attachment 1.

Licensee Personnel and Attendees. In addition to City employees such as those from City Council District 10, those who may enter the Premises and perform the activities authorized herein, such as to stage, operate, and breakdown the farmers market, include Licensee's officers, employees, agents, volunteers and participating vendors (Licensee Personnel). Members of the general public (patrons) are permitted on the Premises solely during public market hours.

License. Licensee is granted a revocable and temporary license to administer the Wellington Square Farmers Market on the Premises, subject to the following terms and conditions:

1. Licensee Personnel and patrons may access the parking lot of the Washington Irving Branch Library on Sundays between the hours of 7:30 AM to 2:30 PM for up to 52 Sundays. Licensee Personnel and patrons will vacate the Premises outside of these hours.
2. Licensee Personnel and patrons may only utilize interior restrooms and community room space on Sundays between the hours of 7:30 AM to 2:30 PM when LAPL staff are present.
3. Licensee will provide custodial staff and services to clean all areas of Premises utilized by the Farmers Market and to manage trash levels. Licensee shall keep areas used for this event clean and free of trash, and other debris. Cleanliness of the premises after Farmers Market will be satisfactory to LAPL; otherwise, Licensee will reimburse LAPL for additional cleaning and custodial services as a result of the Farmers Market. Licensee shall provide sufficient trash receptacles throughout the Farmers Market footprint. If vendors generate waste that exceeds

dumpster capacity, the Licensee will haul waste off-site or pay for dedicated additional waste bins.

4. Licensee Personnel may access water spigots located on Premises.
5. Neither Licensee Personnel nor patrons may access electrical outlets on Premises.
6. Licensee will pressure wash the parking lot after each farmers market event. The pressure-washing will be provided at no cost to the LAPL.
7. No storage of any items belonging to Licensee Personnel or patrons shall be permitted on the Premises.
8. Licensee Personnel and patrons shall abide by the Los Angeles Public Library Rules of Conduct while utilizing the interior restrooms and community room space.
9. City Library staff and custodial staff may continue to enter premises after hours.

Term. The term of this License shall be for one year from the date of its execution, unless earlier terminated.

Termination. LAPL may immediately terminate or suspend this License without an opportunity to cure upon: (a) the lapse, revocation, or suspension of any required permit or certificate, specifically including Los Angeles County Agricultural Commissioner CFM certification or County Department of Public Health approvals; (b) failure to maintain required insurance; or (c) any condition posing an immediate threat to public health or safety. For all other violations, LAPL may, in its sole discretion, permit Licensee an opportunity to correct deficiencies in lieu of termination. LAPL may also terminate this License without cause upon providing Licensee with ten (10) days of written notice. Upon termination, Licensee shall immediately vacate the Premises and complete all required cleaning and restoration.

Maintenance of Premises. Licensee and its personnel shall maintain the Premises in a clean and orderly condition during the term of this License, including but not limited to regularly pressure washing the parking lot. Licensee hereby warrants and covenants that no improvements or other natural features on Premises will be disturbed due to the activities authorized under this License. Licensee will also take whatever measures are necessary to ensure the safety of the public on the Premises during the term of this License.

Restoration and Final Inspection. Licensee shall restore the Premises and all property that is damaged, moved, or altered as a result of the permitted activity at the Premises to its original condition. Said restoration shall take place immediately upon the termination of this License and shall be performed to the satisfaction of LAPL and at the sole expense of Licensee.

Conduct in Conformance with the Law. Licensee agrees at all times to conduct Licensee's operations in full conformity with all laws, ordinances, and requirements of all governmental authorities. The dispensing or consuming alcohol shall not be permitted on the Premises at any time.

Certified Farmers Market and Health Permits.

(a) Licensee Operating Permits and Certifications. Prior to conducting any operations on the Premises, and at all times throughout the term of this License, Licensee shall, at its sole cost and expense, obtain and maintain in good standing all required federal, state, and local licenses, permits, and certifications, including but not limited to:

1. A valid Certified Farmers Market (CFM) Certificate issued by the Los Angeles County Agricultural Commissioner / Sealer of Weights and Measures, in accordance with California Food and Agricultural Code Division 17, Chapter 10.5 and Title 3 of the California Code of Regulations; and
2. A valid Community Event Organizer Permit (or applicable Certified Farmers Market operating permit) issued by the Los Angeles County Department of Public Health (DPH), Environmental Health Division.

(b) Vendor Permits and Compliance. Licensee shall be solely responsible for ensuring that all participating agricultural producers, food facilities, and vendors operating within the Farmers Market footprint are fully permitted and compliant prior to setting up on the Premises:

1. Each agricultural producer must hold a valid Certified Producer's Certificate (CPC) issued by the County Agricultural Commissioner of their county of production and an embossed copy posted visibly at their stall.
2. Each vendor selling, distributing, handling, or sampling prepared, non-prepackaged, or prepackaged food must possess a valid Temporary Food Facility (TFF) Permit issued by Los Angeles County DPH.
3. Each food vendor must comply with all applicable requirements of the California Retail Food Code (CalCode), including proper food holding temperatures, handwashing setups, sneeze guards, and approved refuse disposal.

(c) Recordkeeping and On-Site Inspection. Licensee shall maintain copies of all organizer permits, vendor permits, Certified Producer Certificates, and inspection reports on-site during all hours of market operation. Licensee shall immediately present these records upon request to authorized representatives of LAPL, the City of Los Angeles, the Los Angeles County Department of Public Health, and the Los Angeles County Agricultural Commissioner.

(d) Failure to Maintain Permits; Immediate Suspension. Operating without required health, agricultural, or environmental health permits constitutes a material breach of this License and a direct threat to public health and safety. If Licensee fails to maintain its CFM certification or DPH organizer permit, LAPL may immediately suspend all operations under this License without advance notice until valid permits are demonstrated. Licensee shall immediately expel from the Premises any individual vendor lacking a valid permit or certificate.

Fire Safety, Life Safety, and LAFD Regulations.

(a) Los Angeles Fire Department (LAFD) Permits. Licensee shall ensure that all operations comply strictly with the Los Angeles Municipal Code (LAMC) Chapter 57 (Fire Code), California Fire Code, and all applicable directives of the Los Angeles Fire Department (LAFD). Licensee and/or participating food vendors must obtain and keep on-site all required LAFD Operational Permits prior to using open flames, Liquefied

Petroleum Gas (LPG/propane), deep fryers, commercial cooking equipment, or generators on the Premises.

(b) Open Flame, LP-Gas, and Cooking Equipment Standards:

1. Propane/LPG Storage and Use: All LPG cylinders must be secured in an upright position to prevent tipping, located outside of public reach, and positioned at least 10 feet away from any combustible materials, public pathways, and ignition sources. No spare or excess LPG cylinders shall be stored within vendor booths or within the library parking lot.
2. Canopy Flame Retardancy: Every tent, canopy, awning, and umbrella erected on the Premises must display an intact, permanently affixed seal or certification label verifying that the fabric meets the flame-retardant standards of Title 19 of the California Code of Regulations (State Fire Marshal approved). Cooking involving open flame or producing grease-laden vapors is strictly prohibited directly under standard non-rated canopies.
3. Fire Extinguishers Required: Every booth utilizing an open flame, gas burner, barbecue, or electrical cooking device must provide a currently inspected and tagged portable fire extinguisher rated not less than 2A:10B:C. Any food vendor utilizing deep-fat fryers or cooking equipment producing grease-laden vapors must provide a mounted, accessible Class K wet chemical fire extinguisher.

Insurance. Licensee, at its own cost and expense, and in the name of Licensee, shall, prior to any use of the Premises, obtain insurance and furnish the City with evidence of such insurance from insurers in a form acceptable to City Risk Management for the coverage and minimum limits of insurance indicated on Attachment 2, which shall be maintained by Licensee throughout the duration of this License. Licensee shall ensure that all its personnel are in compliance with this condition. Licensee shall comply with State of California automobile insurance requirements when its personnel drive a vehicle as part of their use of this License. Licensee shall collect certificates of insurance from all food vendors naming the City of Los Angeles and all of its Agencies, Boards, and Departments as Additional Insureds.

Proof of insurance must be approved by the City of Los Angeles Risk Manager prior to execution of this License. If insurance is not posted and approved, the City may purchase insurance at the Licensee's expense or cancel the License.

Indemnification. Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Licensee, jointly and severally, 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 cause of action, claims, losses, demands and expenses, including, but not limited to, (1) 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), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including Licensee's employees and agents, or (4) 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 Licensee, its

subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest, related to the farmers markets. 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 License. This provision will survive expiration or termination of this License.

Contacts.

LAPL Contact:

Joyce Cooper, Director of Branch Library Services

Office: (213) 228-7571

Email: jcooper@lapl.org

Licensee Contact:

Melissa Conley

Manager, Greener Pastures

Cell: (323) 307-1256

Email: melissanded@mac.com

Right of Inspection. Authorized representatives, agents, and employees of LAPL and the City will have the right to enter the Premises at any time.

Delegation to and by City Librarian. The Board of Library Commissioners has delegated authority to the City Librarian to administer this License on behalf of the Department and to approve amendments to the scope of the License. The City Librarian may delegate his duties, discretion, and authority under this License to one or more Library employees. Such delegation shall be memorialized in writing, and, as appropriate, notice thereof provided to Licensee.

[Signature Page to Follow]

CITY OF LOS ANGELES:

LICENSEE:

By: _____
JOHN F. SZABO
City Librarian
Los Angeles Public Library

By: _____
Melissa Conley
Manager
Greener Pastures

Date: _____

Date: _____

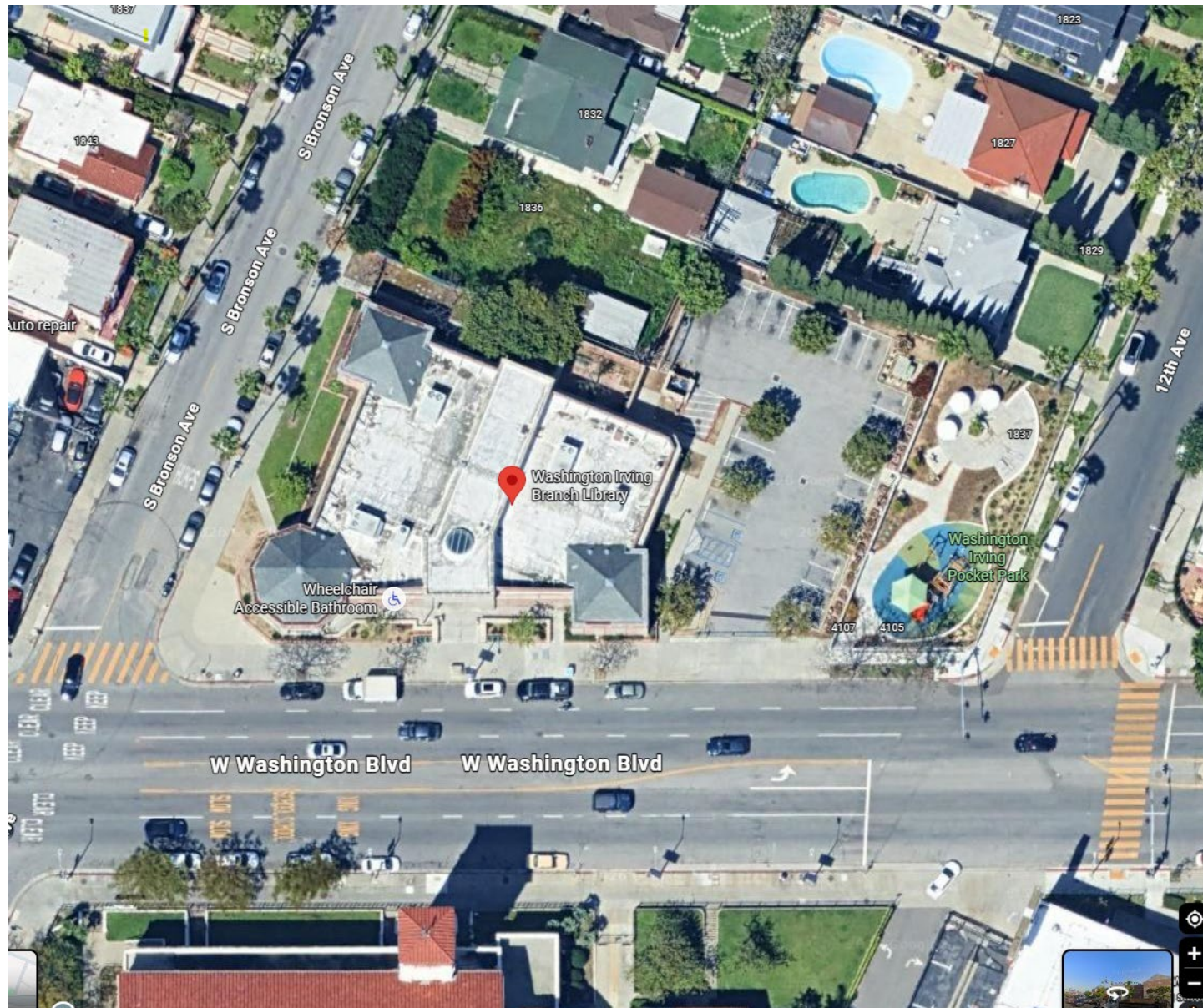
APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
JOSHUA M. TEMPLET
Deputy City Attorney

Date: _____

Attachment 1



Required Insurance and Minimum Limits

Name: WELLINGTON SQUARE CERTIFIED FARMERS MARKET DBA GREENER PASTDate: 10/21/2026Agreement/Reference: WELLINGTON SQUARE FARMER'S MARKET - REVOCABLE LICENSE FOR FARMER'S MARKET-USE OF

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)**

WC StatutoryEL 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** City must be listed as additional insured on General Liability Policy

1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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

1,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period 12 Months after completion or termination of contract

☐ **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**

☐ Contractor's Pollution Liability _____

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

100% of the contract price

☐ **Crime Insurance**

Other: 1) Proof of insurance must be submitted by the insurance broker/agent to KwikComply at www.kwikcomply.org;

Reissued 146IR 10/21/2026

Sent to Emily Lopez-Wooten @ City Clerk