

MEMORANDUM OF AGREEMENT: "OPERATION BLACKBERRY PATCH (OBP)"
AND MARION COUNTY IN. JUVENILE COURT

WHEREAS BE IT SO RESOLVED THAT:

A. BRCA, Inc. has volunteered via its legal collaborative "**Operation Blackberry Patch (OBP)**" to do at the total discretion and specifications of her Honor the **Marion County Juvenile Court Judge Marion Moores** and as delegated to the **Marion County Youth Detention Center Director Gael Deppert** **without cost** to her Honor's **Court and associated Child Services Department and agencies** the following:

- 1.) Installing a 1 acre, 2 foot deep fenced **Sustainable Agro-Forest (SAF) garden** described on the web site <http://www.hopelausa.org> on web pages 5 and 9 with **Project Income** potentials;
- 2.) Training of selected staff and volunteers of her Honor the **Marion County Juvenile Court Judge Marion Moores' Court**, the **Marion County IN. Juvenile Court Youth Detention Center and associated Child Services Department and agencies** in all aspects of operating the **SAF garden** installed;
- 3.) Delivering **Sustainable Life Science Curriculum (SLSC) Consulting Services** to those staff so trained in developing **horticultural therapy** based programming for selected youth and other family members under her Honor the **Marion County Juvenile Court Judge Marion Moores'** jurisdiction to help install and operate the **SAF garden** __ the **Los Angeles, CA. County Board of Supervisors** award winning **SLSC** is detailed on the web site <http://www.hopelausa.org>, web page 9; and
- 4.) Incorporating the **Youth Detention Center's Mini-Arboretum (enclosed landscaped sitting area in secured detention facility)** to complement the 1 acre fenced **Sustainable Agro-Forest (SAF) garden** and any **horticultural therapy** based programming for **Youth Detention Center youth** and other youth under the jurisdiction of the **Marion County Juvenile Court Judge Marion Moores** appropriately mutually designed and agreed upon using the **Sustainable Agro-Forest (SAF) garden**.

B. Her Honor the **Marion County Juvenile Court Judge Marion Moores'** and **associated Child Services Department and agencies** will be held **liability harmless** by **BRCA, Inc.** and the "**Operation Blackberry Patch**" **network members** including the **Mount Zion Baptist Church**. **All OBP Volunteers** will pledge to this **liability harmless condition** as part of their enrollment as volunteers at the **Youth Detention Center**.

C. All **OBP** volunteer staff having direct contact with **Youth Detention Center** youth will have résumé's properly submitted to the **Youth Detention Center Superintendent Damon Ellison** for background checks and clearance to so work.

NOTE: George Singleton's extended **Resume** has been submitted for background and security checks as **Exhibit c-1**.

NOTE: Seven videos including Third Party documentation of **BRCA, Inc.'s** award winning **horticultural therapy** work in South Central-Watts, LA, CA. including the **Camp Holton Youth Detention Camp** have been submitted and part of this **Memorandum of Agreement**.

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D. From negotiations with Indianapolis-Marion County IN. Building Authority (Building Authority)

Director of Operations Doyle Perkins the **BRCA, Inc.** and its legal collaborative the **Operation Blackberry Patch** agree to the following operational stipulations:

1. The **SAF Garden's** monthly usage of irrigation water and associated sewer costs debited the **Building Authority** will be paid by **BRCA, Inc.** and its legal collaborative the "**Operation Blackberry Patch**"; where **OBP** will use its various fundraiser activities including the sale of produce from the 1 acre **SAF Garden** in question to pay this monthly cost documented by **Building Authority** authorized water meter installations.
- 2.) 8 foot borders around the entire **SAF garden** to be installed would be maintained and that the **Building Authority** would continue to mow this border grass while the **OBP** would grass mow the pathways around the **SAF garden's** 70 "deep planting beds";
- 3.) confining any optional 3 foot "deep earthworm breeding beds" using aged (at least 2 years) horse manure from her Honor Judge Moores' horse ranch and other sources as a fertilizer soil amendment and using ground deciduous leaves as the bases for humus soil production on site to the Keystone Avenue or south side of the **SAF garden** site;
- 4.) no foul smells from the **SAF garden** will be allowed from manures or other materials used including no storage of materials next to the **YDC** building;
- 5.) preserving and caring for the existing trees realizing they need increased maintenance;
- 6.) installation of water meters would be carried out by the **BA** to monitor the increased water usage from the irrigation of the **SAF garden** from the 3 water outlets on the east side of the **YDC** building;
- 7.) need for an electrical outlet for an electrical leaf grinder and possibly a music source during digging installation period of a projected 4 weeks and occasionally during the operational period is acknowledged;
- 8.) the double security fence proposed for direct entrance into the **SAF garden** site on the northeast corner of the **YDC** has a 2 foot high sidewalk and must be considered in terms of access to delivery of materials and supplies;

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- 9.) the high visibility of the **SAF garden** site to passing vehicles and pedestrians dictates a high level of public relations neatness will be maintained;
- 10.) continuing the good neighbor relations with the area neighbors especially including the church directly on the east side of the **YDC** facility and the control of possible parking lot petroleum based (mainly parked vehicular engine oil leakages) pollution runoff into the **SAF garden** micro-environment; and
- 11.) **BRCA, Inc.** and its legal collaborative the **Operation Blackberry Patch** covenant and agree to indemnify, defend and hold harmless at all times the **Indianapolis-Marion County Building Authority ("Building Authority")** and its employees, agents, directors and trustees against any and all liability, loss, cost, damage, expense, penalties, causes of action, claims or judgments by reason of any accident, injury (including death), loss, casualty or damage resulting to any person or property through any use, misuse or non-use of the **Juvenile Justice Complex** site or by reason of any act or thing done or not done on, in or about the site premises or in relation thereto. Such liability shall, however, be limited to any loss or damage in excess of any amount recovered by the **Building Authority** from any insurance carrier or other source by reason of such causes.

IT IS HEREBY CERTIFIED IN THE SPIRIT OF COOPERATION, *HORTICULTURAL THERAPY AND SUSTAINABLE ECONOMIC DEVELOPMENT (Exhibits c-2 & c-3)* THAT THIS MEMORANDUM OF AGREEMENT IS MUTUALLY AGREED UPON THIS _____ DAY OF _____, 2005.

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JUDGE MARILYN MOORES
MARION COUNTY SUPERIOR COURT
JUVENILE COURT DIVISION

GEORGE SINGLETON
BRCA, INC. PRESIDENT
OPERATION BLACKBERRY
PATCH TRI-CHAIRPERSON

GAEL DEPERT
MARION COUNTY SUPERIOR COURT/
YOUTH DETENTION CENTER DIRECTOR

THOMAS GRAHAM
BRCA, INC. VICE-PRESIDENT
OPERATION BLACKBERRY
PATCH TRI-CHAIRPERSON

DAMON ELLISON
MARION COUNTY SUPERIOR COURT/
JUVENILE DIVISION SUPERINDENDENT

REV. DOUGLAS HAIRSTON
ASSISTANT MINISTER
MT. ZION BAPTIST CHURCH
OPERATION BLACKBERRY
PATCH TRI-CHAIRPERSON

Exhibits (10)::

- Exhibit a-1: BRCA/OBP__ Marion County, IN. YDC SAF Garden Memo. Agreement**
- Exhibit a-2: BRCA/OBP__ Marion County, IN. YDC SAF Garden Installation Budget**
- Exhibit a-3: BRCA/OBP__ Marion County, IN. YDC SAF Garden Site Design**
- Exhibit a-4: BRCA/OBP__ Marion County, IN. YDC SAF Garden PI & Water Use**
- Exhibit b-1: BRCA/OBP Concept Paper**
- Exhibit b-2: BRCA/OBP Flow Chart**
- Exhibit b-3: BRCA/OBP Implementation Plan**
- Exhibit c-1: BRCA, Inc. Director George Singleton Resume**
- Exhibit c-2: BRCA, Inc. Pythagorean Restoration Co. Mission Statement**
- Exhibit c-3: United Nations Johannesburg Sustainable Economic Development
2002 Summit, SCARR Policy Statement No. 15**



"OPERATION BLACKBERRY PATCH"
NETWORK IMPLEMENTATION PLAN

OPERATION BLACKBERRY PATCH (OBP): YOUTH DETENTION CENTER::
1 Acre Sustainable Agro-Forest (SAF) Garden Installation Cost Budget
___ 50% Discounted

	Grant	In-Kind Donation	Cash
1.) 1 ACRE (42,000 SF) LAND SITE (Marion County Juvenile Court_MCJC)		\$20,000 (MCJC)	
2.) SECURITY FENCING (900 FT x \$4/FT)		na (MCJC)	
3.) ON DEMAND WATER IRRIGATION SYSTEM (Water Bill will eventually be paid from SAF garden produce sales)		na (MCJC)	
4.) LIABILITY INSURANCE (Waivers will be required from Trainees and Volunteers)		\$3,000 (MCJC) (BRCA, Inc.)	
5.) SAF TRAINEE HEALTH INSURANCE (BLANKET COVERAGE FOR 25 TRAINEES & VOLUNTEERS)		\$14,000 (BRCA, Inc.)	
6.) DEEP BED INSTALLATION LABOR TRAINING STIPENDS (184 BEDS X 8 HRS = 1,472 HRS)			
a.) 736 HOURS BY 5 STIPEND TRAINEES WORKING 4 HRS/DAY X \$10/HR NONTAXABLE STIPEND			\$7,360 (BRCA, Inc.)
NOTE: From BRCA, Inc. Bond Sales			
b.) 736 HOURS BY AVERAGE 20 UNPAID VOLUNTEERS WORKING 4 HRS/DAY		\$7,360 (Community)	
NOTE: 20 DAYS/MONTH TAKES 36 to 50 WORK DAYS OR 2 to 2½ CALENDAR MONTHS TO COMPLETE			
7.) CA. GIANT GOLDEN EARTHWORMS (2,000,000 EARTHWORMS X \$0.015)		\$15,000	\$15,000 (OBP)
8.) INSTALLATION GROUND LEAF SOIL AMENDMENT (70 DEEP BEDS X 450 # = 31,500# @ \$0.75/#)		23,625 (OBP)	

NOTE: 50% discounted to wholesale price.

OPERATION BLACKBERRY PATCH: YOUTH DETENTION CENTER:

1 Acre Sustainable Agro-Forest (SAF) Garden Installation Cost Budget

___ 50% Discounted_____Page 2

	Grant	In-Kind Donation	Cash
9.) DWARF FRUIT TREES (90 BARE ROOT X \$10)		\$450	\$450 (OBP)
10.) BLACKBERRY BUSHES (350 BARE ROOT X \$10) (thornless variety)		\$1,850	\$1,850 (OBP)
11.) TOOLS AND MATERIALS		\$4,050	\$4,050 (OBP)
12.) COMPLEMENTARY DAILY MEAL, WATER & DRINKS (50 DAYS @ 25 WORKERS @ \$5/DAY)		\$3,125 (OBP)	\$3,125 (BRCA, Inc.)
<u>NOTE:</u> From OBP Fundraisers and from BRCA, Inc. Bond Sales			
13.) BRCA, INC. SAF Technical Assistance (TA) DELIVERY FEE (\$80,000 discounted, 50% is donated)		\$40,000 (BRCA, Inc.)	
SUB-TOTALS:	\$000	\$152,010	\$30,170

TOTAL: \$182,180

NOTE: THE FIRST YEAR'S OPERATIONAL FUND BUDGET AND FUND RAISING STRATEGY NEEDED FOR FIRST 12 MONTHS WHICH INCLUDES TRAINING STIPENDS FOR SELECTED *YOUTH DETAINMENT CENTER* RESIDENTS AND OTHERS UNDER THE JUVENILE COURT JURISDICTION , e.g. PROBATION AND BOYS SCHOOL. GRANTS TO THE *JUVENILE COURT* AND/OR ITS NETWORK CAN BE POSSIBLY SECURED FOR 2006-2007 OPERATIONAL ACTIVITIES.



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11/08/2005

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EXHIBIT A-3: MARION COUNTY IN. YOUTH DETENTION CENTER SAF GARDEN ESTIMATED HARVEST AND IRRIGATION WATER USAGE

AS REFLECTED IN THE DRAFT INSTALLATION BUDGET "OPERATION BLACKBERRY PATCH" FIRMLY BELIEVES THAT THE APPROXIMATE **SAF GARDEN'S** 70 DEEP PLANTING BEDS PROPOSED TO BE INSTALLED COULD PRODUCE FOR EXAMPLE THE FIRST YEAR 3/2006 TO 12/2006 THE FOLLOWING:

- 1.) 70 DEEP PLANTING BEDS X 150 POUNDS OF "PESTICIDE FREE" STRAWBERRIES VALUED AT THE CONVENTIONAL PRICE OF \$1/POUND = 10,500 POUNDS = \$10,500
- 2.) 70 DEEP PLANTING BEDS X 150 POUNDS OF COLLARD, TURNIP, KALE, CABBAGE AND MUSTARD GREENS VALUED AT THE CONVENTIONAL PRICE OF \$0.50/POUND = 10,500 POUNDS = \$5,250

TOTAL HARVEST VALUE: \$15,750

NOTE: The proposed greens and strawberries **SAF garden** menu and projected harvest is based on a minimal harvest amount of 300 pounds of food per deep planting bed annually. Thus the proposed **SAF garden** can include other produce like tomatoes, beans and corn. It is believed thornless blackberry bushes should also be considered.

The deep beds can do 600 pounds of food on one harvest at their best performance beginning the third year and sustainably thereafter. Two harvests are easily possible the first year.

The "greens" will be washed and donated to the **YDC** kitchen whenever appropriate.

- 3.) PROJECTED WATER USAGE ANNUALLY 500 GALLONS X 70 DEEP PLANTING BEDS = 35,000 GALLONS ANNUALLY @0.25 = \$8,750.

NOTE: Half of the estimated irrigation water usage will naturally accrue during the late spring to early fall months.