

APPROVED

SEP 06 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-195

DATE September 06, 2017

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CABALLERO CREEK – NEW PARK DEVELOPMENT PROJECT – APPROVAL OF TWENTY-FIVE YEAR USE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – CONSIDERATION OF EXISTING NOTICE OF EXEMPTION

AP Diaz

V. Israel

fin R. Barajas

RD

N. Williams

H. Fujita


General Manager

Approved X
as corrected

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the revised Use Agreement, substantially in the form on file in the Board Office, between the Department of Recreation and Parks (RAP) and the Los Angeles County Flood Control District (LACFCD) for use of LACFCD property for public recreational purposes;
2. Authorize Department of Recreation and Parks (RAP) staff to coordinate with LACFCD, and other City Departments as necessary, to expedite the Use Agreement for said property, complete any due diligence requirements, and obtain any necessary environmental clearances;
3. Direct the Board Secretary to transmit forthwith the proposed Use Agreement to the Mayor in accordance with Executive Directive No.3 (Villaraigosa Series), and to the City Attorney for review and approval as to form;
4. Authorize the Board President and Secretary to execute the Use Agreement upon receipt of the necessary approvals; and,
5. Authorize RAP staff and the City Attorney to make any changes or technical corrections necessary to carry out the intent of this Report.

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SUMMARY

The Caballero Creek – New Park Development Project (Project) proposes to develop an approximately 1.90 acre public park at 6353 Lindley Avenue in the Reseda community of the City. The Project site, which is generally located adjacent to the confluence of Caballero Creek and the Los Angeles River, was identified as an opportunity site to be developed as a part of both the City's Los Angeles River Revitalization Master Plan and RAP's 50 Parks Initiative. An estimated 3,022 residents live within a one-half mile walking distance of the proposed new park. Of those 3,022 residents, an estimated 676 residents currently do not have access to any improved green spaces or neighborhood parks within a one-half mile walking distance of their homes.

The Project site is publicly owned property and is currently vacant and unused. The City owns approximately 1.57 acres of the site and the Los Angeles County Flood Control District (LACFCD) owns fee and easement interests over the remainder of the site. The City-owned portion of the site is currently under the jurisdiction of the Department of General Services (GSD).

The scope of the Project currently includes a walking path, fitness equipment, benches and seating, native planting and new trees, storm water management elements, an outdoor classroom, decorative gates, and educational and interpretive signs. The proposed new park would also include various environmental water-quality features and storm water management elements that are designed to capture and treat storm water runoff from the park and the surrounding streets.

The Project is being designed and constructed by the Mountains Recreation and Conservation Authority (MRCA), pursuant to the terms of a Donation Agreement between RAP and MRCA (Agreement No. C-121940 of City Contracts). Upon completion of construction of the Project, RAP staff will submit the completed Project to the Board for final approval and acceptance. If accepted by the Board, RAP will be responsible for long-term maintenance and operation of Project.

LACFCD Use Agreement

On June 18, 2015, the Board approved a proposed Use Agreement between RAP and LACFCD for the use of the portion of LACFCD property needed for the development of the Project (Report No. 15-131)

Following the City's approval of the Use Agreement, and the transmittal of the approved Use Agreement to the LACFCD, the LACFCD determined that some modifications needed to be made to the approved Use Agreement. LACFCD staff indicated that majority of the changes that needed to be made to the agreement were necessary to bring this Use Agreement (which was originally drafted in 2015) in line with the new Use Agreement template the LACFCD has recently adopted. In addition to those changes, there were also a few minor grammatical or technical changes that needed to be made to the Use Agreement.

As Report No. 15-131 did not include language that allows RAP to make edits or technical changes to the version of the Use Agreement that was approved by the Board, it is necessary for the Board to approve the revised Use Agreement.

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The Use Agreement would allow RAP to operate and maintain a public park on LADFCD property and requires RAP to maintain the property in a safe, clean, and orderly condition. The Use Agreement carries a term of twenty-five (25) years. There is no consideration required under the proposed Use Agreement.

The revised Use Agreement is attached as Attachment A.

Exhibit A of the Use Agreement will be a map of LADFCD property that will be developed or improved by the Project. Exhibit A will be prepared and approved by LADFCD at a later date and will be added to the Use Agreement prior to its execution. Exhibit B (Scope of Work: Landscape Maintenance) of the Use Agreement identifies LADFCD's maintenance guidelines and standards for the LADFCD property.

ENVIRONMENTAL IMPACT STATEMENT:

This proposed project was previously evaluated for environmental impacts in accordance with California Environmental Quality Act (CEQA) on June 18, 2015 (Report No. 15-131).

The subject project will consist of the development of a new park that will include a walking path, fitness equipment, benches and seating, native planting and new trees, storm water management elements, an outdoor classroom, decorative gates, and educational and interpretive signs. The Project was determined to be exempt from the provisions of CEQA pursuant to Article III, Section 1, Class 3(6), Class 4(1,3), Class 11(3) of the City CEQA Guidelines and Section 15325 of the State CEQA Guidelines. As such, RAP Staff has determined the Project and the environmental conditions of the site have not substantially changed since the previous evaluation; therefore, no additional CEQA determination or documentation is required.

FISCAL IMPACT STATEMENT

The approval and execution of the proposed Amendment will not have any impact on the RAP's General Fund.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

LIST OF ATTACHMENTS

1. Use Agreement with Los Angeles County Flood Control District

Use Agreement No. 16-02
Caballero Creek — Parcels 36 and 37
Los Angeles River — Parcels 420, 515, and
558
Right-of-Way Map Nos. 137-RW3.1 and
19-RW7
Assessor's Identification No. 2124-018-906
Thomas Guide Page/Grid 531-A7
Supervisorial District 3

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

herein referred to as "DISTRICT"

and

CITY OF LOS ANGELES
a municipal corporation, acting by and through its
BOARD OF RECREATION AND PARK COMMISSIONERS

herein referred to as "USER"

RECITALS

WHEREAS, DISTRICT owns fee and easement interests to portions of Caballero Creek and Los Angeles River generally located at the confluence of Caballero Creek and Los Angeles River between Wynne Avenue and Lindley Avenue in the City of Los Angeles, State of California and, as more particularly shown, shaded, hachured, and identified on Exhibit A, attached hereto, and made a part hereof, hereafter referred to as PREMISES; and

WHEREAS, the Mountains Recreation and Conservation Authority (MRCA) has obtained funding for public recreational purposes and proposes to construct certain improvements on the PREMISES in connection with the USER's project known as the "Caballero Creek Confluence Park" (the Project), including but not limited to "fencing, gateways, and vehicle ramps, paving, and walking trail", hereafter referred to as "IMPROVEMENTS"; and

WHEREAS, USER proposes to operate, and maintain the IMPROVEMENTS on the PREMISES in connection with the Project;

NOW, THEREFORE, in consideration of these recitals and the faithful performance by USER and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION 1. Authorized Use

- 1.1 USER is authorized and permitted to use PREMISES for the construction, operation, maintenance, and use of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement and the approved plans. USER is not permitted to dedicate or personalize any IMPROVEMENTS or place signage on the PREMISES without prior written approval by DISTRICT. Any other use of PREMISES by USER is expressly prohibited.
- 1.2. USER acknowledges that Caballero Creek and Los Angeles River are working flood protection and water conservation facilities and USER's use of the PREMISES shall be subordinate to the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT's permission), and USER's use of the PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT's adjacent property and/or improvements for such purposes or activities.
 - 1.2.1. USER acknowledges that DISTRICT performs periodic maintenance on and within Caballero Creek and Los Angeles River. DISTRICT reserves the right to temporarily restrict or prohibit public access to some or all of the IMPROVEMENTS, as DISTRICT determines to be reasonably necessary to perform these maintenance activities. DISTRICT shall not be responsible for providing alternative bicycle/pedestrian access to or within PREMISES during these maintenance activities.
- 1.3 **DISTRICT reserves the right to use or allow others to use PREMISES for any** and all lawful purposes in addition to flood control, water conservation, and water quality purposes including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation and maintenance. The exercise of the rights reserved herein shall not be inconsistent with the USER'S use or constitute unreasonable interference.
- 1.4 This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over PROJECT or IMPROVEMENTS

and the consent of underlying fee owner(s) other than DISTRICT, hereinafter collectively referred to as "THIRD-PARTY APPROVALS", if any, and is the responsibility of USER. USER shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. USER shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.

SECTION 2. Construction and Maintenance of Improvements

- 2.1. USER understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines, the National Environmental Policy Act (NEPA) and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over the Project or IMPROVEMENTS prior to implementing IMPROVEMENTS and that USER shall be the lead agency with respect to any and all CEQA compliance related to the IMPROVEMENTS. In addition to its other indemnification obligations as specified below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- 2.2. USER shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of USER, USER shall submit the plans and specification for the IMPROVEMENTS to, and shall apply for and obtain a permit from, the Land Development Division, Encroachment Permits and Inspection Section, of the County of Los Angeles Department of Public Works. USER shall also obtain DISTRICT's prior written approval should USER propose to make any changes to the approved plans and specifications. DISTRICT shall have the right to refuse to issue a permit to USER if the PROJECT or IMPROVEMENTS or any condition of any THIRD-PARTY APPROVAL impose additional regulatory requirements or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).

- 2.4. Upon completion of the construction of IMPROVEMENTS, USER shall provide DISTRICT with approved As-Built plans.
- 2.5. USER shall keep, inspect, and maintain PREMISES and the IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement. USER shall adhere to the minimum maintenance standards as described in Exhibit B attached hereto and made a part hereof, during the term of this Use Agreement and shall not permit trash and debris, including but not limited to rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall USER commit, suffer, or permit any waste on PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. USER shall remove graffiti from PREMISES and IMPROVEMENTS and any walls, fences, and signs, which are located within the PREMISES, anytime graffiti is discovered by USER or anytime USER is notified by DISTRICT. Graffiti must be removed within the following guidelines:
 - 2.6.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within twenty-four (24) hours, Monday through Friday.
 - 2.6.2 Remove other graffiti within seventy-two (72) hours, Monday through Friday.
- 2.7. USER shall replace or repair any property of DISTRICT that becomes damaged by USER or any person entering PREMISES at USER's invitation or with the consent of USER, either expressed or implied, within a reasonable time to the satisfaction of DISTRICT or shall compensate DISTRICT for the damage within thirty (30) days of the USER's receipt of an invoice from DISTRICT.
- 2.8. USER shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event USER abandons its operation and maintenance of IMPROVEMENTS or when the weather forecast for the next twenty-four (24)-hour period is for one (1) inch of rain or more, or when notified by the DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years ("Initial Term"), commencing upon execution by DISTRICT subject to DISTRICT's right to terminate USER's use as provided for in Section 4, below.

3.2 This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT, upon approval by DISTRICT's Board of Supervisors, may extend the term of this Use Agreement beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from USER no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate USER's use of PREMISES, pursuant to this Use Agreement, by giving USER at least ninety (90) days prior written notice under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on, or including, PREMISES for watershed management purposes, including flood control, water conservation, and water quality ; and
 - 4.1.2. DISTRICT determines, in good faith, that IMPROVEMENTS and/or USER's use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified USER of the basis for DISTRICT's determination that a substantial incompatibility will exist and has provided USER with a reasonable opportunity to propose modifications to IMPROVEMENTS or USER's use of the PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate USER's use of PREMISES by giving USER at least sixty (60) days prior written notice if: (1) USER breaches any term or condition of this Use Agreement, or (2) changes in federal, state or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT's permission).
- 4.3. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of the PREMISES if construction of the IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4. DISTRICT shall have the right to immediately cancel and terminate USER's use of PREMISES, pursuant to this Use Agreement or, in DISTRICT's sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to

an emergency, as defined in Public Contract Code Section 1102. In the event of an emergency, USER shall bear any expenses associated with the cessation of such use, and shall have no rights or claims therefore against DISTRICT.

- 4.5 USER shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least sixty (60) days prior written notice.

SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, USER shall, at its own expense, remove IMPROVEMENTS and restore the PREMISES, to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted, provided, however that District, upon receipt of a written request from USER, may permit USER to leave all or portion of said IMPROVEMENTS on PREMISES.
- 5.2. Prior to commencing the removal of IMPROVEMENTS, USER shall apply for and obtain a permit from the Land Development Division, Encroachment Permits and Inspection Section, of the County of Los Angeles Department of Public Works.
- 5.3. If USER fails to remove IMPROVEMENTS and restore PREMISES within ninety (90) days of the expiration of this Use Agreement or sooner termination of USER's use of PREMISES, pursuant to this Use Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.4. If DISTRICT removes IMPROVEMENTS pursuant to Subsection 5.3, DISTRICT shall submit a billing invoice to USER indicating the costs and expenses incurred by DISTRICT in connection with the removal of the IMPROVEMENTS and USER shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

6.1.1 In accordance with Government Code Section 895.4, DISTRICT and USER Agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

- 6.1.1.1. USER shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs, and expenses,

including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from, or related to, the construction, reconstruction, maintenance, operation, use or removal of IMPROVEMENTS or USER's breach of any term of this Use Agreement, except to the extent caused by the willful misconduct ~~or sole negligence~~ of DISTRICT.

6.1.1.2. DISTRICT shall indemnify, defend, and hold USER and its officers, employees and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements by DISTRICT on, above, or under PREMISES or arising from any and all uses of PREMISES by DISTRICT, except to the extent caused by the willful misconduct ~~or sole negligence~~ of the USER.

6.1.2. USER releases DISTRICT and waives all rights to damages for any loss, costs, or expenses USER may sustain as a result of any damage to, or destruction of, IMPROVEMENTS or to the PREMISES attributable to DISTRICT's watershed management activities, including any flood control, water conservation or water quality activities on, or adjacent to, PREMISES, or attributable to any flooding caused by inadequacy or failure of DISTRICT's facilities, except to the extent caused by DISTRICT'S willful misconduct.

6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to PREMISES.

6.2. Without limiting USER's indemnification of DISTRICT, USER shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:

- Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.
- Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, USER in

the course of carrying out the work or services contemplated in this Agreement.

- Automobile Liability Insurance: USER shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000.00) per accident.
 - The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. USER shall furnish to DISTRICT a Policy of Insurance evidencing USER's insurance coverage no later than (10) working days after execution of the Agreement, but before USER takes possession of the Premises. Upon renewal of said policy, USER shall furnish to DISTRICT a Certificate evidencing USER's continued insurance coverage as required herein.
 - The DISTRICT may accept, should USER elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for USER's benefit, DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for USER's use except as provided in Section 6.1.2.
- 6.5. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by

USER, USER shall promptly remove any such substance from PREMISES to DISTRICT's satisfaction. In addition to removing any of USER's hazardous substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spillage, leakage or escape associated with any of DISTRICT's tenants, licensees or easement holders.

- 6.7. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Survey/Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460

tel.: (626) 458-7023 or (626) 458-7072; fax (626) 979-5322 For
emergencies, contact (626) 458-HELP (4357)

To USER:

City of Los Angeles Department of Recreation and Parks
Board of Recreation and Park Commissioners
221 N. Figueroa St. Suite 300
Los Angeles, CA 90012

Attention: Iris Davis, Commission Executive Assistant II

Tel: (213) 202-2640; Fax (213) 202-2610

//

IN WITNESS WHEREOF, the parties hereto have executed this Use Agreement as of the dates of their respective signatures.

DISTRICT
LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By: _____

James T. Sparks
Assistant Deputy Director

Date: _____

USER
CITY OF LOS ANGELES, a municipal
corporation, acting by and through its
BOARD OF RECREATION AND
PARK COMMISSIONERS

By: _____

President

By: _____

Secretary

Date: _____

ATTEST:

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By: _____

Deputy County Clerk

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk
City of Los Angeles

By: _____

Deputy City Attorney

Date: _____

Council File Number:

Date of Approval:

Said Agreement is Number ____

Of City Contracts

APPROVED AS TO FORM

MARY C. WICKHAM
County Counsel

By: _____

Deputy

APPROVED AS TO FORM

By: _____

MICHAEL N. FEUER
City Attorney

ACKNOWLEDGMENT FORM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

) ss.

COUNTY OF _____

On _____ before me, _____ Notary Public.

(insert name of the officer)
the officer)

(insert title of

personally appeared _____

(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM (FOR COUNTY USE ONLY)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

) ss

COUNTY OF LOS ANGELES

On _____ before me, _____ Deputy Clerk of the County
of Los Angeles, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

DEAN C. LOGAN, Register-Recorder/
County Clerk of the County of Los Angeles

By

Deputy County Clerk

(Seal)

EXHIBIT B
SCOPE OF WORK: LANDSCAPE MAINTENANCE

Action	Description	Frequency
Tree Trimming	Remove dead, deceased, insect-infested and damaged branches and limbs	As needed
	Prune Elm, Eucalyptus, and Pepper trees	Every two (2) years
	Prune all other trees	Every three (3) years
	Dispose of all trees downed by natural or unnatural causes	As needed
Tree Staking	Install stakes when tree is damaged, requires support, or is less than three (3) inches in diameter	As needed
	Check ties, and stakes	Once (1) a month
Shrubbery/ Vines Trimming	Shrubs and vines shall be trimmed to restrict growth onto the adjacent roads, driveways, and walkways	As needed
	Shrubs should be trimmed to not grow taller than 4 feet, and no shorter than	Once (1) a year, in March
	Trimming should look natural — no shearing	
	Remove dead or diseased plant materials	As needed
Ground Cover Trimming and Care	Keep ground covers adjacent to roadways away from paved surfaces	Twice (2) a year, in March and
	Edges should look natural — no shearing	
Ornamental Grass Trimming	Trim vines and ornamental grass in an artisan- like manner — no scalping	Once (1) a year, in September.
	Ornamental grass and vines along bicycle trails	Twice (2) a year, in March and
Weed Control	Keep landscaped areas free of weeds	Once (1) a week
	Remove all weeds from walkways, drainage areas, and cracks in all hard surface areas	Once (1) a week
Litter Control	Remove litter and accumulated debris from landscaped areas	Once (1) a week
	Empty and clean trash cans/receptacles	Once (1) a week
	Replace pet litter bags	Once (1) a week
	DO NOT handle hazardous waste materials	
Watering and Irrigation System	Operation of automatic irrigation controllers in a way to not cause excessive wetness	
	Inspect and maintain irrigation system	As needed
Rodent Control	Maintain all areas free of rodents, in compliance with Federal, State and local laws —to be completed by California Certified Applicator	As needed