

MEETING AGENDA

**CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE**

**Thursday, September 7, 2023 at 10:00 a.m.
or soon thereafter as the Board of Recreation and Park Commissioners
adjourns its Regular Meeting noticed for 9:00 a.m.**

**Friendship Auditorium
3201 Riverside Drive, Los Angeles, CA. 90027**

Please Note Public Comment Will Be Taken In-Person Only

**To listen to the meeting via Teleconference
Use this link: <https://us02web.zoom.us/j/87416494098>**

**Or Dial (669) 900-6833 to Join the Meeting
Then Enter This Webinar ID: 874 1649 4098 AND PRESS #**

**LUIS SANCHEZ, CHAIR
MARIE LLOYD, COMMISSIONER**

Staff:

**Jimmy Kim, General Manager
Cathie Santo Domingo, Assistant General Manager
Darryl Ford, Superintendent
City Attorney Representative**

TO LISTEN TO THE MEETING VIA TELECONFERENCE, YOU MUST DIAL (669) 900-6833, AND ENTER 874 1649 4098 AND THEN PRESS # OR USE THE LINK <https://us02web.zoom.us/j/87416494098>. PUBLIC COMMENTS WILL BE TAKEN IN PERSON ONLY. EACH SPEAKER WILL BE GRANTED A MAXIMUM OF 2 MINUTES FOR PUBLIC COMMENTS.

NOTICE TO PAID REPRESENTATIVES - IF YOU ARE COMPENSATED TO MONITOR, ATTEND, OR SPEAK AT THIS MEETING, CITY LAW MAY REQUIRE YOU TO REGISTER AS A LOBBYIST AND REPORT YOUR ACTIVITY. SEE LOS ANGELES MUNICIPAL CODE 48.01 ET SEQ. MORE INFORMATION IS AVAILABLE AT ethics.lacity.org/lobbying. FOR ASSISTANCE, PLEASE CONTACT THE ETHICS COMMISSION AT (213) 978-1960 OR ethics.commission@lacity.org.

THIS AGENDA AND ITS REPORTS ARE AVAILABLE ONLINE AT: <https://www.laparks.org/commissioners/facility-task-force>.

1. **CALL TO ORDER**
2. **CURRENT BUSINESS**
 - A. **Park Fee Recreation Credit Policy**
Discussion of Policy Adoption
 - B. **Reseda Park – Skate Facility**
Discussion of Project Update
 - C. **Verdugo Hills Pool – Bathhouse Refurbishment**
Discussion of Proposed Project

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3. PUBLIC COMMENT

Comments by the Public on Matters within Task Force Jurisdiction.

4. NEXT MEETING

The next Facility Repair and Maintenance Commission Task Force Meeting is tentatively scheduled for Thursday, September 21, 2023 at 10:00 a.m. or soon thereafter as the Board of Recreation and Park Commissioners adjourns its Regular Meeting noticed for 9:00 a.m.

5. ADJOURNMENT

Additional Information

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Task Force Meetings are allowed to bring tape recorders or camcorders in the Meeting.

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213) 202-2640.

Information on Agenda items may be obtained by calling the Commission Office at (213) 202-2640. Copies of the Commission Task Force Agenda may be downloaded from the Department's website at www.laparks.org.

Park Fee Recreation Credit Policy

Background:

On September 7, 2016, the Los Angeles City Council approved the new Park Dedication and Fee Update Ordinance, Ordinance No. 184,505, with an effective date of January 11, 2017. The Park Fee Ordinance implemented a new development impact fee that requires all new residential dwelling units to dedicate land, or pay a fee in-lieu, or provide a combination of land dedication and fee payment. New residential dwelling units increase demand on existing Recreation and Parks facilities, and therefore Park Fees are collected to fund capital improvements projects at new and existing locations. The Department of Recreation and Parks (RAP) is responsible for the administration of the Park Fee Impact Program, and thus the collected Park Fees are under the control of the Board of Recreation and Parks Commissioners (Board).

Los Angeles Municipal Code Section (LAMC) 12.33.H permits applicants to seek recreational credit that will be applied towards the required park fees. There are four (4) types of recreation credit that an applicant can apply for:

1. **Public Land Dedication (LAMC 12.33.H.1.a):** Land may be dedicated to RAP for park and recreational purposes per the land dedication formula described in the LAMC in-lieu of paying the required fees.
2. **Improvement to Dedicated Land (LAMC 12.33.H.1.b):** The City may permit applicants to make improvements to dedicated parkland in-lieu of paying the required fee. The total amount of credit shall not exceed 100 percent of the calculated requirement for the park fee and/or land dedication. Credit is granted, dollar for dollar, as determined by RAP, using estimates provided by RSMeans Building Construction Cost Data.
3. **Privately Owned, Privately Accessible Park and Recreational Facilities (LAMC 12.33.H.2.a):** Developers may opt to provide privately owned recreational amenities that reduce impact on the existing recreation and parks systems and must be accessible to all the residents of the development. The total amount of credit shall not exceed 35 percent of the calculated requirement for the park fee and/or land dedication. Credits may be awarded for on-site or off-site recreational facilities. Credit is granted, dollar for dollar, as determined by RAP, using estimates provided by RSMeans Building Construction Cost Data.
4. **Publically Accessible, Privately Maintained Park and Recreational Facilities (LAMC 12.33.H.2.b):** Developers may opt to provide privately owned recreational amenities that reduce impact on the existing recreation and parks systems and must be accessible to the public without discrimination between residents and non-residents during hours that are comparable to RAP facilities. The amount of credit shall not exceed 100 percent of the calculated requirement for the park fee/land dedication. Credits may be awarded for on-site or off-site recreational facilities. Credit is granted, dollar for dollar, as determined

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by the Department of Recreation and Parks, using estimates provided by RSMMeans Building Construction Cost Data.

Requested Action:

RAP staff is recommending the adoption of a Recreation Credit Policy in order to establish guidelines and requirements for areas applying for Recreation Credits under LAMC 12.33.H.2 against the required Park Fees as well as make clear what open space areas are insufficient for Recreation Credit. In order to be considered for Recreation Credit, these open space areas must closely resemble green, neighborhood parks.

RAP currently does not have a policy regarding Recreation Credit and has previously deferred to the LAMC for guidance and implementation. Since the revised Park Fee Ordinance became effective, RAP staff has processed two (2) Recreation Credit requests. Although the areas that were granted credit were deemed code complaint, the areas were ultimately underwhelming and likely do not significantly reduce the impact on the existing park system.

Based on the questions RAP receives from applicants and previous experience processing Recreation Credit applications, staff has drafted a Recreation Credit Policy that will help developers create recreational areas that resemble well-maintained Recreation and Parks facilities and act as an adequate supplement to the park system that are eligible for credit.

The new Recreation Credit Policy details specific requirements that residential housing projects must include if they want to be considered for Recreation Credit. These include a minimum of one (1) active amenity and two (2) passive amenities for outdoor Recreation Credit areas, and one (1) active amenity and one (1) passive amenity for indoor Recreation Credit Areas. A detailed list of all potential active and passive amenities are included in the policy for the applicant to reference. The new policy also includes other requirements for the proposed areas such as minimum square footage, unencumbered open space, that permanent amenities that cannot be removed, and adequate amounts of grass, shade, and landscaping. It should be noted that any common open space or private open space required by the City's Municipal Code, specific plan(s), or any other planning document cannot also be used as open space that receives Recreation Credit (LAMC 12.33 H.2.f.1).

The granting of Recreation Credit is subject to the approval of the RAP Board. When an application for Recreation Credit has been deemed complete by RAP staff, a board report detailing the area exhibits, credit calculation, operation and maintenance agreement, and covenant and agreement will be presented for consideration. City Council approval is required for the operation and maintenance agreements and covenant and agreements. Once all these approvals are adequately met, Recreation and Parks and the applicant will execute and record the Operation and Maintenance (O&M) Agreement and Covenant and Agreement, and the applicant will be issued a Park Fee Calculation, which includes the approved Recreation Credit.

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The complete details of the new policy are outlined in the attached document. RAP staff is seeking approval of this new policy from the Task Force before moving it to the full Board for final approval.

It is also RAP staff's intention to request that the Board approve a standard Covenant and Agreements & O&M Agreements for the Publicly Accessible Areas and the Non-Public (Privately Accessible) Areas in order to expedite the negotiation process between RAP staff and the applicant. The sample Covenant & Agreements and O&M Agreements are attached herein.

Attachments:

- 1) Attachment 1 – Park Fee Recreation Credit Policy for the Implementation of LAMC 12.23.H.2
- 2) Attachment 2 – Sample Covenant & Agreement for Publicly Accessible Areas
- 3) Attachment 3 – Proposed Standard O&M Agreement for Publicly Accessible Areas
- 4) Attachment 4 – Sample Covenant & Agreement for Non-Public (Privately Accessible) Areas
- 5) Attachment 5 – Proposed Standard O&M Agreement for Non-Public (Privately Accessible) Areas
- 6) Attachment 6 – LAMC 12.33

Park Fee Recreation Credit Policy
For the Implementation of LAMC 12.23.H.2

I. Background and Purpose of the Policy

Pursuant to Los Angeles Municipal Code (LAMC) Section 12.33.C, “All new residential dwelling units and joint living and work quarters shall be required to dedicate land, pay a fee or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents.” Per LAMC 12.23.H.2, residential developments may provide privately owned publicly accessible or privately owned private accessible recreational facilities and the City of Los Angeles Department of Recreation and Parks (RAP) may provide a credit against the required dedication of land or payment of a Park Fee provided certain standards are met to the satisfaction of RAP

The Los Angeles Department of Recreation and Parks (RAP) supports the inclusion of privately owned, privately and publicly accessible open space located in residential developments to reduce the impact on existing park and recreational facilities.

The purpose of this Policy is to provide a summary of pertinent sections of the LAMC as well as to establish the guidelines and requirements of the Department of Recreation and Parks for areas applying for Recreation Credits against the required Park Fees as well as make clear what open space areas are insufficient for Recreation Credit. In order to be considered for Recreation Credit, these open space areas must closely resemble green, neighborhood parks. ***Recreation Credit will only be given towards areas that would be considered reminiscent of, and an adequate supplement to well-maintained RAP facilities.***

It should be noted that this Policy does not apply the Recreation Credit options discussed in LAMC 12.33.H.1.

II. Definitions

Recreation Credit: Credit for privately owned, publicly accessible or privately accessible amenities that can be applied against a required land dedication or payment of a Park Fee and reduce the impact on the existing park system per LAMC 12.33.H.2. May be abbreviated as “Credit(s)”.

Amenity: Refers to active or passive amenities (as detailed below) eligible for Recreation Credit.

Area: A single, continuous area with multiple amenities applying for Recreation Credit. Note: that a single Recreation Credit request for a residential development project may contain multiple Areas.

Applicant: The owner, developer, authorized representative or entity submitting the Application to initiate the review process.

Application: Refer to RAP's Park Fee Calculation Application, Recreation Credit Application or other documents as specified at <https://www.laparks.org/planning/park-fees> in order to initiate the review process.

Exhibits: The Recreation Credit documents submitted by the applicant that delineate each Area and show the amenities requesting Recreation Credit. Instructions for the preparation of the Exhibits can be found at: <https://www.laparks.org/planning/park-fees>

Cost Estimates: The estimated value of the Recreation Credit using RSMeans Building Construction Cost Data or similar. Instructions for the preparation of the Cost Estimates can be found at: <https://www.laparks.org/planning/park-fees>

Written Agreements: Refer to the Covenant and Agreement and Operation and Maintenance Agreements that must be executed and recorded as part of the Recreation Credit procedure.

III. Summary of Pertinent Los Angeles Municipal Code Requirements

For all Recreation Credit Areas:

- 1) Where facilities for park and recreational purposes are provided in a proposed residential development and such facilities will be privately owned and maintained by the future owners of the development, the areas occupied by such facilities shall be partially credited against the requirement of dedication of land for park and recreational purposes of the payment of a park fee thereof, provided that the following standards are met to the satisfaction of the Department of Recreation and Parks: (1) that each facility is available for use by all the residents of the residential development; and (2) that the area and the facilities satisfy the recreation and park needs of the residential development so as to reduce the need for public recreation and park facilities to serve the project residents. (LAMC 12.23.H.2)

For all Recreation Credit Areas:

- 1) Credit shall not be given for the following:
 - a) Yards, court areas, setbacks and other open space areas required to be maintained by the City's Municipal Code, specific plan, or any other planning document
 - b) Common open space and/or private open space required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21 (LAMC 12.33.H.2.e)
- 2) The private ownership and maintenance of the facilities shall be adequately provided for by written agreements (LAMC 12.33 H.2.f.1)
- 3) The use of the private facilities, whether publicly or non-publicly accessible, is restricted for park and recreational purposes by recorded covenants acceptable to the Department

of Recreation and Parks which run with the land and which cannot be defeated or eliminated without the consent of the City Council (LAMC 12.33 H.2.f.2)

- 4) Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks (LAMC 12.33 H.2.c)
- 5) The proposed facilities are reasonably adaptable for use for park and recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location of the private open space land. (LAMC 12.33 H.2.f.3)
- 6) Credit shall be granted, dollar to dollar, for any recreational and park impact fees required to be paid for the property pursuant to this Section, as determined by the Department of Recreation and Parks. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar. (LAMC 12.33.H.2.d)

For privately (non-public) accessible, privately owned Recreation Credit Areas:

- 1) The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35 percent of the calculated requirement for park and recreation impact fee or land dedication. Credits may be awarded on-site or off-site private facilities. (LAMC 12.33 H.2.a)
- 2) The proposed non-public facilities are available for use by all the residents of the proposed development. (LAMC 12.33 H.2.f.4)

For publicly accessible, privately owned Recreation Credit Areas:

- 1) The amount of credits for publicly accessible, privately maintained park and recreational facilities shall not exceed 100 percent of the calculated requirement for park and recreation impact fee or land dedication. Credits may be awarded on-site or off-site private facilities. (LAMC 12.33 H.2.b)
- 2) Any proposed publicly-accessible, privately-maintained park and recreational facilities are accessible for use by the general public with no discrimination between residents and non-residents, are open at hours comparable to those of City parks and facilities, and have appropriate signage indicating that the space is public. (LAMC 12.33 H.2.f.5)

IV. Department of Recreation and Parks Recreation Credit Guidelines and Criteria

Overall Requirements:

- 1) Accessories for Recreation Credit areas that are a part of those Recreational Credits will not be considered separate categories (Active versus Passive Recreational Amenity). For instance, if a swimming pool includes a bolted-down cabana, the cabana would be counted as part of an active amenity, not as a passive one.
- 2) Amenities should be permanent fixtures of the property and run for the lifespan of the residential development. Amenities for Recreational Credits should not be able to be

moved out of the property. Exceptions to this would include replacing worn or damaged amenities with the same amenity that was previously approved. If the Amenity is no longer available, written approval from RAP is required.

- 3) All amenities listed below should be compliant with the Americans with Disabilities Act (ADA).
- 4) All amenities and areas requesting Recreation Credit must serve a recreational purpose or value. RAP staff may ask an Applicant to explain, demonstrate or prove the recreational purpose or value of each amenity or area requesting credit.

Requirements for exterior/outdoor Recreation Credit Areas:

- 1) Each privately accessible (non-public) Area shall have a minimum size of 3000 square feet
- 2) Each publicly accessible Area shall have a minimum size of 7500 square feet
- 3) Publicly accessible Areas shall not be entirely fenced or have gates or barriers installed at the entrances
- 4) The outdoor Area should not be encumbered by walls or solid barriers higher than 5 feet on more than 2 sides and should be open to the sky
- 5) Fencing on all sides of an Amenity is only permitted for items such as tennis courts, basketball courts or swimming pools and said fencing shall be chain link or transparent
- 6) There shall be permanent, fixed shade structures or sails or canopies over any Children’s Play Area, picnic tables, or seating areas
- 7) There shall be useable and accessible grass, synthetic turf and/or permeable surfacing at ground level
- 8) Raised planters or inaccessible landscaping not meant for recreational use shall not be more than 25% of the Area
- 9) There shall be climate appropriate landscaping and foliage that is designed to create a welcoming green space
- 10) Each Area shall include at least one (1) active and at least two (2) passive amenities, as described in the list below

Requirements for interior/indoor Recreation Credit areas:

- 1) Each indoor Area shall have a minimum size of 150 square feet
- 2) Each Area shall include at least one (1) active amenity and one (1) passive amenity

List of Active and Passive Amenities and Requirements:

Active Amenities:

Recreational Amenity Types	Notes
Baseball Field	<ul style="list-style-type: none"> • Can be baseball, softball, or tee ball field – perimeter of outfield shall be 200 or more ft away from home plate

	<ul style="list-style-type: none"> ● Shall include fixed seating ● Shall include permanent, fixed shade structures or sails or canopies
Basketball Court	<ul style="list-style-type: none"> ● Can be half or full sized ● Shall be 4,700 square feet (94 ft x 50 ft) for full court ● Shall be 2,350 square feet (47ft x 25 ft) for half court
Batting Cage	<ul style="list-style-type: none"> ● Shall be at least 70 ft long x 14 ft wide x 12 ft high
Bocce Ball Court	<ul style="list-style-type: none"> ● Shall be 60 ft x 12 ft ● Should be grass, synthetic turf or sand
Children's Play Area	<ul style="list-style-type: none"> ● Shall be a minimum size of 1,200 sq ft ● Should be multi-level with multiple play elements including, but not limited to, climbers, towers, zip lines, slides, nets, bridges, crawl tubes, ramps, seesaws, balance beams, and swings. ● Should be on an appropriate surfacing ● Shall include permanent, fixed shade structures or sails or canopies ● Shall include seating
Designated Walking /Jogging paths	<ul style="list-style-type: none"> ● Cannot include required paths of travel
Handball Court	<ul style="list-style-type: none"> ● Shall be 20 ft wide, 20 ft high and 40 ft long, with back wall recommended minimum height of 14 feet
Indoor Gym / Fitness Room	<ul style="list-style-type: none"> ● Shall include fixed exercise equipment
Golf / Miniature Golf	<ul style="list-style-type: none"> ● Minimum putting green size of 500 sq ft
Outdoor Fitness Equipment	<ul style="list-style-type: none"> ● Should be weather resistant/durable
Pickleball / Tennis Court	<ul style="list-style-type: none"> ● Tennis court shall be 2,808 square feet (78 ft x 36 ft) - can include pickleball hybrid lines ● Pickleball court shall be 880 square feet (44 ft x 20 ft) ● Should include seating for players
Swimming Pool / Splash Pads	<ul style="list-style-type: none"> ● Shall not include spas or jacuzzis ● The contiguous pool deck will be included as part of the pool amenity - can receive credit for the pool deck up to 20 ft around the pool ● The poolside seating shall not count as a "passive amenity"

Volleyball Court	<ul style="list-style-type: none"> • Shall be 1,740.5 square feet (59 ft by 29 ft by 6 inches)
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Note: Any additional required features that serve an Active Amenity, such as seating or shade, shall not count as a Passive Amenity as well.

Passive Amenities:

Recreational Amenity Types	Notes
BBQ Grills	<ul style="list-style-type: none"> • Must be fixed and permanent
Dog Park / Run	<ul style="list-style-type: none"> • Shall be 500 square feet minimum (ideally 50 ft by 10 ft) • Trash receptacles for waste required
Landscaped Open Space	<ul style="list-style-type: none"> • Plants, shrubs, bushes, etc. • Raised planters or inaccessible landscaping not meant for recreation should not exceed 25% of the Area • Should include grass, synthetic turf and/or permeable surfacing at ground level
Picnic Tables	<ul style="list-style-type: none"> • Shall be ADA compliant • Shall include permanent, fixed shade structures or sails or canopies
Seating	<ul style="list-style-type: none"> • Shall be fixed benches or seating • Shall include permanent, fixed shade structures or sails or canopies • Shall be evenly distributed throughout the Area
Shuffleboard	<ul style="list-style-type: none"> • Shall be 52 ft x 6 ft • Shall be made of concrete or similar material • Shuffleboard tables shall not be acceptable

If the applicant would like to receive credit for an Amenity not listed above, RAP staff, at their sole discretion, may choose which deviations may be included in a set of Exhibits and are subject to RAP Board approval.

Recreation Credit cannot be given for items that are not fixed or permanent.

V. The Recreation Credit Procedure:

See below an outline of the steps in the Recreation Credit process:

- 1) Applicant submit the required Park Fee Calculation Application, Recreation Credit Application, Recreation Credit Exhibits, Cost Estimates and other required documentation, as determined by RAP

- 2) RAP staff reviews the Application(s) and Recreation Credit Cost Estimates and Exhibits
- 3) RAP staff and Applicant discuss and revise Recreation Credit Exhibits and Cost Estimates, if necessary.
- 4) Once the Recreation Credit Exhibits and Cost Estimates are finalized by RAP and the Applicant, RAP drafts the required Written Agreements
- 5) Applicant agrees to the terms of the Written Agreements and confirms information in aforementioned agreements is correct.
- 6) City Attorney approves the form of the aforementioned agreements.
- 7) RAP staff prepare a board report to the Board of Recreation and Parks Commissioners (Board) requesting approval of the Recreation Credits and the aforementioned agreements.
- 8) The board report, Recreation Credits, and agreements are forwarded to the City Council, and any applicable Committee, for approval.
- 9) The Operation and Maintenance Agreement and Covenant and Agreement are executed and recorded.
- 10) RAP staff issues the Park Fee Calculation.
- 11) The required Park Fee, if any, is paid by the developer.
- 12) RAP clears the applicable condition for the development.

Please note that the above steps have been abbreviated for the purpose of this Policy.

VI. Attachments:

- 1) Attachment 1 – Standard C& Agreement for Publicly Accessible Spaces
- 2) Attachment 2 – Standard O&M Agreement for Publicly Accessible Spaces
- 3) Attachment 3 – Standard C& Agreement for Non-Public (Privately Accessible) Spaces
- 4) Attachment 4 – Standard O&M Agreement for Non-Public (Privately Accessible) Spaces

All O&M Agreements are required to be approved by the City Attorney and the RAP Board. Any deviations to the standard agreement are subject to City Attorney and RAP Board approval.

ATTACHMENT 2

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL DOCUMENT
TO:

Department of Recreation and Parks
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**COVENANT AND AGREEMENT REGARDING PARK AND RECREATIONAL FACILITIES
(PUBLICLY ACCESSIBLE)**

The undersigned, [insert], a _____ (“Owner”), hereby certifies that it is the owner of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, located at _____ and more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (the “Property”).

In consideration of Owner’s receipt of credits granted by the City of Los Angeles (“City”), acting by and through its Department of Recreation and Parks (“Department”), in the amount of \$ _____ (the “Publicly-Accessible Park Fees Credit”) toward the recreational and park impact fees otherwise required to be paid by Owner pursuant to Los Angeles Municipal Code Section 12.33 (the “Park Fees”) in connection with Owner’s residential development (Case Number: _____) (the “Project”), Owner hereby promises, covenants and agrees to and for the benefit of the City and the Department as follows:

1. Owner shall design, construct and install, at Owner’s sole cost, those certain publicly-accessible park and recreational facilities, amenities and areas, totaling approximately _____ square feet (collectively, the “Publicly-Accessible Park Facilities”), at the Property in accordance with the plans marked as _____ and the specifications set forth in the recreation credit cost estimate sheet marked as _____, each of which are attached hereto as **Exhibit B** and by this reference incorporated herein (collectively, the “Publicly-Accessible Park Plans”). Any changes to the Publicly-Accessible Park Plans shall require the prior written approval of the Department. Prior to the issuance of the Certificate of Occupancy for the first dwelling units of the Project, Owner must obtain written confirmation from the Department that the Publicly-Accessible Park Facilities have been installed at the Property in accordance with the Publicly-Accessible Park Plans.
2. Owner shall maintain, at Owner’s sole cost, the Publicly-Accessible Park Facilities in accordance with the operation and maintenance agreement attached hereto as **Exhibit C** and by this reference incorporated herein (the “Maintenance Agreement”). Any changes to the Maintenance Agreement shall require the prior written approval of the Department.
3. The use of the Publicly-Accessible Park Facilities shall be restricted to park and recreational purposes only.
4. The Publicly-Accessible Park Facilities shall be available and accessible for use by all of the residents of the Project and the general public free of charge and with no discrimination of access between the residents of the Project and the general public and shall remain open from [sunrise to sunset/10 a.m. to 5 p.m./6 a.m. to 6 p.m.] seven days a week.

5. Owner shall post and maintain, at Owner's sole cost, signage indicating that the Publicly-Accessible Park Facilities are publicly accessible at the entrances to the Publicly-Accessible Park Facilities in accordance with the signage plans attached hereto as **Exhibit D** and by this reference incorporated herein (the "Signage Plans"). Any changes to the Signage Plans shall require the prior written approval of the Department.

In the event that any of the foregoing covenants and agreements are not satisfied or are violated, the required Park Fees will become immediately due and payable and Owner shall pay an amount equal to the Publicly-Accessible Park Fees Credit to the Department within thirty (30) days of receipt of a written demand from the Department.

This Covenant and Agreement Regarding Park and Recreational Facilities (Publicly Accessible) (this "Covenant"), and all obligations, covenants and agreements set forth herein, shall run with the Property and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in full force and effect until the Los Angeles City Council approves the termination hereof. This Covenant is for the benefit of the City and the Department.

Owner hereby represents and warrants to City that (i) Owner is legally authorized (and has obtained all necessary consents, if any, from third parties such as consents from lienholders, if applicable) to enter into and record this Covenant, and (ii) this Covenant is duly authorized, executed and delivered by Owner and is a valid and enforceable obligation of Owner.

OWNER'S NAME: (Print/Type) _____

SIGNATURE OF OWNER: _____(sign)

SIGNATURES OF TWO OFFICERS REQUIRED FOR A CORPORATION
SIGNATURES: 1. _____ **2.** _____(sign)

Dated this _____ **day of** _____, _____.

(Attach Additional Notary Acknowledgements As Necessary)

*****Space Below This Line For Department Internal Use*****

Must be approved by the Department of Recreation & Parks prior to recording CASE NO. _____
COND NO. _____

APPROVED BY _____ **SIGNATURE** _____ **DATE:** _____

ACKNOWLEDGMENT

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
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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.

Exhibit A

Legal Description of Property

[see attached]

DRAFT

Exhibit B

Publicly-Accessible Park Plans

[see attached]

DRAFT

Exhibit C

Maintenance Agreement

[see attached]

DRAFT

Exhibit D

Signage Plans

[see attached]

DRAFT

PUBLICLY ACCESSIBLE PARK AND RECREATIONAL FACILITY
OPERATION AND MAINTENANCE AGREEMENT

THIS PUBLICLY ACCESSIBLE PARK FACILITY OPERATION AND MAINTENANCE AGREEMENT (“**Agreement**”) is made and entered into as of _____, 202X, by and between **developer name** (“**Developer**”), and THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the BOARD OF RECREATION AND PARK COMMISSIONERS (the “**City**”).

Developer is the owner of that certain real property (“**Site**”) located at the **[Address]** in the City of Los Angeles, State of California.

A condition of **Vesting Tentative Tract Map (VTT) No. #####** is the payment of the in-lieu Subdivision Park Fees to the Department of Recreation and Parks (“**RAP**”) Park fees, as required by LAMC §§ 12.33 and in the total amount of **\$\$\$\$\$** (“**Developer’s Park Fees**”)

Developer has developed a public plaza on a portion of the Site fronting on Broadway Street as shown on **Exhibit C.1**, which will be a privately owned public open space (“**POPS**”) pursuant to plans and recreation credit exhibits approved by the Board of Recreation and Park Commissioners (“**RAP Board**”). The POPS is accessible for use by the general public with no discrimination between residents and non-residents, are open at hours comparable to those of City parks and facilities, and have appropriate signage indicating that the space is public;

VTT-XXXXX received **\$\$\$\$** in recreation credit for the POPS towards the Developer’s Park Fees consistent with the provisions of LAMC §§ 12.33 H.2. Pursuant to LAMC §§ 12.33 H.2.f.1 the Developer and RAP have entered into this Agreement whereby Developer agrees to operate and maintain the POPS for the life of the development as follows:

Section 1. Maintenance and Operation of Park.

(a) Maintenance Guidelines and Standards. Developer (so long as it is the owner of all or a portion of the Project and a homeowner’s association has not been formed), the homeowners’ association, or other ownership body of the Project (such entity as applicable, the “**Developer**”) shall cause the POPS to be open and accessible to the public and maintained and operated in a clean and safe condition. Developer agrees that the POPS shall be maintained and operated in accordance with the guidelines and standards set forth in this Agreement.

(b) The POPS Improvements, as shown on **Exhibit C.1** and attached hereto, shall not be modified or removed without the prior written approval of RAP Board.

(c) Operation of POPS. The POPS shall be operated and maintained by Developer, and its successors and assigns, as a public plaza, and shall be open and accessible for use by the general public with no discrimination between residents of the Mixed-Use Project and non-residents.

(1) POPS shall be open from [sunrise to sunset, daily]. In no event shall the POPS be open for residents of the Development at any time when the POPS is closed to the general public;

(2) Signage with hours of operation and park rules and regulations shall be clearly and visibly posted at the entrance(s) to the POPS by Developer, and the signage shall include the 24-hour emergency telephone number of the Developer's representative; and,

(3) Developer shall install and pay all charges associated with the installation and use of any electricity, natural gas, sewer, water, or other utility services, as well as pay all fees and obtain all permits for said services.

Section 2. Maintenance Standards and Guidelines for POPS

A. Scope of Work: Furnish all supervision, labor, materials, equipment and transportation needed to maintain the POPS in accordance with all of the applicable guidelines in this document and to a standard of quality equivalent to that cited in nearby City parks as indicated by staff of the Department of Recreation and Parks. All work and workers shall comply with applicable federal, state, and local laws. Maintenance activity shall include the following:

1. Landscape planting and an irrigation system
2. Pavement cleaning and repair (if applicable)
3. Trash pick-up and graffiti abatement
4. Site lighting
5. Site or amenity furnishings as indicated in the design plan.

B. Work Force: The park maintenance supervisor or contractor shall be experienced in landscape maintenance and shall have training in ornamental horticulture. Workers are to be personally presentable at all times on site.

C. Materials: All materials used shall be of high quality and compatible with those used to develop the POPS. The L.A. County Agricultural Commissioner's Office must be given a list of the control chemicals used. Any maintenance supervisor or contractor shall also provide the City Department of Recreation and Parks, as requested, a copy of the record of fertilizers, herbicides, insecticides, fungicides and other materials used at the POPS. Records shall indicate the dates, type and amount applied and the person making the application. All waste products must be legally disposed off-site.

D. General Tree and Shrub Care: Maintain trees, vines and shrubs in a healthy growing condition by performing all necessary operations including the following:

1. Watering: Plants shall not be watered until a moisture check has been made of representative plants in the landscape. Use a probe or other tool to check the moisture in the root ball as well as the soil surrounding the root ball. Use mulches to reduce evaporation and the frequency of watering. Maintain a large enough water basin around plants so that enough water can be applied to irrigate the major root zone. In the rainy season, open the edge of the basins to allow surface drainage away from the root crown so that excess water shall not

accumulate. Plants in terra cotta or other planters, if any, shall be watered manually.

2. Pruning Trees:

- a. All pruning shall be performed under supervision of a certified arborist. Pruning standards shall conform to ISA standards specified in the Urban Forest Program of the City Department of Recreation and Parks. Prune trees (1) to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached and that have vertical spacing from 18 to 48 inches and radial orientation so as to not overlay one another; (2) to eliminate diseased or damaged growth; (3) to eliminate narrow, V-shaped branch forks that lack strength; (4) to reduce toppling and wind damage by thinning out crowns; (5) to maintain growth within space limitations; (6) to maintain a natural appearance; (7) to balance the surface of the crown with the roots.
- b. Do not strip off the lower branches of young trees so as to increase the distance of the lowest branches from the ground. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible in order to promote caliper or tapered trunk growth. Lower branches can be cut flush with the trunk only after the tree can remain erect without staking or other support.
- c. Evergreen trees shall be thinned and shaped when needed to prevent wind and storm damage.
- d. The primary pruning of deciduous trees shall be done during the dormant season.
- e. Damaged or diseased trees or those that constitute safety hazards may be pruned at any time of the year. All pruning cuts shall be made to lateral branches or to buds or flush with the trunk. Do not leave "stubs". Use "tree seal" for all cuts of 1 inch or larger in diameter.

3. Pruning Shrubs and Vines: The objectives of shrub and vine pruning are the same as those for trees. Shrubs and vines shall be trimmed or clipped as needed to maintain a desirable shape.

4. Trees, vines and shrubs shall be checked for possible pruning once per month. All green waste products shall be legally disposed off-site and recycled in a "green waste" container.

5. Staking and Guying: When trees attain a trunk caliper of 4", consider removing existing stakes and guy wires or ties. If the trees are still unstable, consider replacing them. Stakes and guys are to be inspected at least twice per year to prevent the girdling of trunks or branches and to prevent rubbing that causes bark wounds. Eye screws in specimen tree trunks are preferred to protective, looped wire and hose.

6. Weed Control: Keep basins and areas between plants free of weeds. This will reduce damage to tree trunks and roots by mowing machinery and by excess water accumulation. Use only recommended, legally approved herbicides to control growth in these open areas. Avoid frequent soil cultivation that destroys

shallow roots and breaks the seal of pre-emergent herbicides. Great care must be used when applying systematic herbicides so as not to damage plantings. Any plantings destroyed must be replaced with material of the same specific type and size (if practical) as the dead plantings within a four-week period or when (seasonally) recommended in accordance with accepted horticultural practices. Weeds with spreading underground rootstock must be hand dug to remove all of the invading roots. All green waste products shall be legally disposed off-site and recycled in a "green waste" container.

7. Fertilizing and Spraying

- a. Apply fertilizer for shrubs and ground cover with a formula of at least 18-8-4 two times a year between early spring and early fall at the rate of 10 lbs. per 1,000 sq. ft. Lawns shall be fertilized with a formula of 16-6-8, or approved equivalent, every three months at the rate of 8 lbs. per 1,000 sq. ft. Slow-release fertilizer may also be used per manufacturer's specifications if a good, healthy, vigorous growth and good color are maintained.
- b. Apply insecticides and slug/snail controls as needed to protect plant material.
- c. Apply the proper fungicide, herbicide and pesticide for the control of pests, weeds and plant diseases. Also treat cuts and breaks on tree surfaces.
- d. Chemicals and insecticides used shall conform to standards of the City Department of Recreation and Parks. Prior to use, the Forestry Division must be made aware and approve use of any chemicals and/or insecticides. The Forestry Divisions may be contacted at (213) 485-4826. Roundup shall not be used at any time.

E. Ground Cover Care:

1. Control weeds with pre-emergent, weed herbicides, and hand weeding. Avoid damaging plantings.
2. Apply 4 lbs. pounds of actual nitrogen per 1,000 sq. ft. in two to four applications during the first year of a new planting or if the ground cover is nitrogen starved. One application shall be in the early spring when growth begins. Reduce the application to 3 lbs. of actual nitrogen per 1,000 sq. ft. in the following years or as needed to maintain vigorous growth and good color. Complete, tri-formula fertilizers are not desired unless a soil test shows specific nutrient deficiencies.
3. Water enough so that that moisture penetrates throughout the root zone and only as frequently as necessary to maintain healthy growth.
4. A cleared circle 18" to 24" in diameter shall be maintained at the base of trees to reduce competition for nutrients by ground cover. A cleared circle 12" to 18" in diameter shall be maintained at the base of palms.
5. Edge the ground cover to keep it in bounds and trim tip growth as needed to achieve an overall even appearance. Great care shall be taken not to damage

adjacent plantings when mowing. The debris generated must be legally disposed off-site and preferably recycled in a "green waste" container.

6. Control rodents, insects, and diseases as necessary, using legally approved materials.
7. Replace dead and missing plants. Plantings shall be replaced within a month. All replacements shall be the same specific types and, if possible, sizes as the plantings. All dead plants shall be legally disposed of off-site and recycled in a "green waste" container.

F. Lawn Care:

1. Lawns shall be kept weed free.
2. Mowing and edging: Mow, edge, and trim lawns weekly or as required to maintain an even, well-groomed appearance.
3. Renovation: Renovate lawns occasionally by using a vertical mower to reduce thatch-like undergrowth and encourage new growth.
4. Excess lawn clippings shall not be left on the grass and shall be legally disposed of off-site and recycled in a "green waste" container.

G. Vine Care:

1. Pruning
 - a. Vines and espalier plants shall be checked and re-tied as required.
 - b. Do not use nails to secure vines.
 - c. Prune all vines annually using accepted horticultural practices.
 - d. Vines shall be pruned and maintained so as not to obstruct fixtures, signs, windows, etc.
2. Apply 1/4 lb. of a formula 10-10-5 fertilizer at least twice a year to each vine.
3. Water as necessary to provide optimal growth.

H. Irrigation Systems:

1. Check and adjust sprinkler valves and heads as needed.
2. Program or reprogram the irrigation controller as needed.
3. The irrigation system shall be kept in good working order and condition. Any damage to the irrigation system caused by any person other than an employee of the City shall be repaired by the Developer at no cost to the City. Repairs shall be made within one watering period.
4. Faulty electrical controllers shall be replaced as soon as possible.

5. In late winter, check all systems for proper operation. Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads shall be adjusted as needed for unimpeded coverage.
6. Set and program automatic controllers for seasonal water requirements. The watering schedule shall be arranged so as not to interfere with the public's use of the POPS.
7. An accurate, up-to-date log shall be maintained of all irrigation repairs with the date and nature of the repair. The log shall be made available to the City for inspection, upon request.

I. Paving:

1. Keep all paved areas free from foreign matter, waste, and trash on a daily basis. Concrete walks and unit paver areas shall be steam cleaned as needed but at least twice a year.
2. All paved areas shall be cleaned of debris caused by maintenance operations or silting.
3. Keep cracks in walks or along paved areas free from plant growth.
4. Drains: All subsurface drains shall be periodically flushed with clean water to avoid the accumulation of silt and debris. Keep all inlets to subsurface drains clear of leaves, paper and other debris to ensure the unimpeded passage of water.
5. Patch, repair or replace damaged paving as necessary to keep the area safe and suitable for children at play.
6. Do not use gas blowers per City Ordinance.

J. Trash Pick-up:

1. Pick-up litter throughout the POPS and empty trash containers at least once per day. Legally dispose of all trash off-site.

K. Site Lighting:

1. Maintain site lighting in accordance with the POPS's design plans.
2. Replace any lighting equipment, fixtures and infrastructure as needed to ensure site lighting remains functional.
3. Repair and replace damaged poles and luminaries within 72 hours.

L. Site Furnishings:

1. Clean and wipe benches as often as needed to keep them clean and tidy but no less than once a week. Maintain all site furnishings in a clean condition, including but not limited to drinking fountains, play equipment, seating, bollards, pergolas, gateways, and trash containers.

2. Repair or replace worn or damaged furnishings.

M. Debris Removal:

1. All debris accumulated as a result of maintenance operations shall be removed from the site and disposed of in a lawful manner.
2. All paper and litter shall be removed from the site on a daily basis. Fallen leaves, twigs, etc., shall be removed daily and recycled in a "green waste" container.

N. Dog Run Maintenance Protocols:

1. Signage must be posted with selected hours of closure for maintenance purposes.
2. Empty trash receptacles twice daily and address all graffiti concerns of the residents within 72 hours receipt of complaint.
3. Resupply dog waste bags immediately.
4. Disinfect all frequently touched surfaces such as hydration stations, benches, pooper scoopers, entry gate handles, bag stations, and amenities.
5. Remove dog feces on a daily basis and dispose of lawfully.
6. Fill holes dug by dogs.
7. Wash hardscape, if applicable.
8. Inspect and make repairs to the dog run amenities to ensure operation and safety of the area, as needed.

O. Community Room Maintenance Protocols:

1. Pick-up debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
2. Dust counter tops and other horizontal surfaces.
3. Remove, empty, clean, and disinfect all trash receptacles.
4. Stack chairs on tables when cleaning floor area.
5. Removal all graffiti using graffiti removal materials or scrubbing techniques.
6. Clean and disinfect doors, door frames, light switch, kick and push plates, and handles.
7. Clean and disinfect top and side of drinking fountains, and scrub and dry all fixtures
8. Sweep and dust mop floors making sure to clean corners and around obstacles.
9. Spot mop around entry ways, and clean all stains and spills.

10. Deodorize room
11. All areas shall be left clean and free of streaks, stains, film, debris, water spots, and odors.
12. Thoroughly vacuum carpeted floors, making sure to clean corners and around obstacles.
13. Clean and disinfect all furniture including desks, chairs, and tables.
14. Inspect and make repairs to the Community Room amenities listed above to ensure operation and safety, as needed.

P. Other Maintenance Standards Depending on Amenities Provided

Q. Graffiti Removal and Vandalism: All graffiti shall be removed from the POPS within two days of its coming to the notice of maintenance personnel. Damage from vandalism shall be repaired as quickly as is practicable. In the instance of a disagreement between RAP and Developer over practicability, RAP's schedule for repairs of damage from vandalism shall control.

R. Corrective Action:

1. Weed control - Corrective action shall be made within five working days of receipt of a complaint.
2. Plant Material Pruning - Within the limitations of these guidelines, corrective action on complaints shall be made within five working days of the receipt of a complaint.
3. Plant Material Replacement - Dead and missing plants shall be promptly replaced, including damage due to any contractor's negligence, at no charge to the City. Wherever possible, plantings shall be replaced within two weeks. All replacement material shall be of the same specific types and, where reasonably feasible, of the same sizes as the ones destroyed.
4. POPS Signage Replacement – Corrective action shall be made within five working of receipt of complaint of damaged or missing sign.
5. Site Furnishing and Fixtures – Corrective action shall be made within thirty working days within receipt of complaint to repair or replace all site furnishing and fixtures that are required to be provided for the benefit of the public per the POPS plan.

S. Other Equipment:

Unless otherwise indicated herein, other POPS equipment shall be maintained in accordance with manufacturers' warranties, manuals, and product specifications.

T. Licenses, Taxes and Bonds: Any landscaping contractor operating at the POPS must have a C-27 State Landscape Contractor's License if any single project consists of more than \$250 of replacement landscaping. Any landscaping or maintenance contractor shall obtain all licenses required by applicable federal, state, and local laws. The contractor shall pay all applicable taxes, including sales taxes, on all materials supplied.

Section 3 Developer's Reporting Obligations.

1. Initial Report: Not later than six months following the issuance of Certificate of Occupancy for the Development, Developer shall prepare an initial report to City regarding use of the POPS by the public and confirming satisfaction of Developer's obligations under this Agreement. This report shall include, but not be limited to: (i) the approximate number of visitors to the POPS, (ii) the status of any safety or security issues at the POPS, (iii) the status of any fire, building and safety, or health code violation that impacts the POPS and (iv) any improvements made to the POPS.
2. Annual Report: Following the initial six month report, the Developer shall provide an annual report due on August 1st, which shall cover the reporting period of July 1st to June 30th. Developer shall prepare an annual report to City regarding use of the POPS by the public and confirming satisfaction of Developer's obligations under this Agreement. This report shall include, but not be limited to: (i) the approximate number of visitors to the POPS, (ii) the status of any safety or security issues at the POPS, (iii) the status of any fire, building and safety, or health code violation that impacts the POPS and (iv) any improvements made to the POPS

Section 4 Inspections. City shall have the right to inspect the premises for compliance per this Agreement. Such inspections shall be coordinated with Developer, as necessary. The Developer's approval of a date and time of an inspection shall not be unreasonably withheld.

Section 5 Covenants to Run with Land. The covenants contained in this Agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs, or assigns.

Section 6 Indemnification and Insurance

(a) Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, Developer 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 causes of action, claims, losses, demands and expenses, including, but not limited to, 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), damages or liability of any nature whatsoever, for death or injury to any person, including Developer's employees and agents, or 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 Developer, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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 Contract. This provision will survive expiration or termination of this Contract.

(b) Insurance. During the term of this Agreement and periodically as required during such term, Developer shall furnish CITY with evidence of insurance as attached hereto

as Exhibit C.2, on an annual basis, from firms reasonably acceptable to City and approved to do such business in the State of California. Developer or any third party providing work or services under this Agreement shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. Developer will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to City's Risk Manager and shall include the types and minimum limits set forth in Exhibit C.2 attached hereto and incorporated herein by reference.

Developer shall maintain all such insurance at its sole cost and expense throughout the term of this Agreement. City may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving Developer sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to Developer.

If any of the required insurance contains aggregate limits or applies to other operations of Developer outside of this Agreement, Developer shall give City written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in Developer's best judgment may diminish the protection such insurance affords City within thirty (30) calendar days of the knowledge of same. Developer shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit, or (iv) materially reduces the scope of coverage, thereby affecting City's interest, Developer shall provide City at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management

200 North Main Street, Room 1240, City Hall East

Los Angeles, California 90012

Or to such address as City may specify by written notice to Developer.

Notwithstanding anything to the contrary in this Agreement, Developer's failure to procure and maintain the required insurance shall constitute a material default of this Agreement under which CITY may either (i) provide Developer five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or (ii) CITY shall pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid. Nothing herein shall limit any other remedies City may have under this Agreement for such default.

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by City upon review of evidence of Developer's financial capacity. Additionally, such programs or retention must provide City with an equivalent protection from liability.

Section 7. Termination of Agreement. This Agreement shall terminate and all covenants contained in this Agreement shall expire only upon written consent from the City.

Section 8. Amendments. This Agreement may be modified or amended by the mutual written agreement of City and Developer.

Section 9. Defaults. In the event the POPS is not maintained or operated in accordance with the requirements of this Agreement or reporting requirement set forth in Section 3 are not met, City shall have the right to demand payment of the previously credited Park Fees, in their entirety. If the POPS is not maintained and operated as required by this Agreement, the City shall notify Developer of such failure in writing and provide Opportunity to Cure ("Notice"). All events of default must be cured within the timeframe specified in the Notice. In the event the default is not satisfactorily cured within the allotted amount of time, RAP shall provide a Notice of Default which will include the amount of Park Fees owed by the Developer that must be paid within thirty (30) days of receipt

Section 10. Notices. Any notices to be given under this Agreement shall be given in writing. Such notices may be served by personal delivery, facsimile transmission or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall be effective two (2) calendar days after the date of mailing of the same, and when served by facsimile transmission or personal delivery shall be effective upon receipt. For the purposes hereof, the address of Developer, and City to receive any such notices on its behalf, are:

City
City of Los Angeles
Department of Recreation and Parks
Planning Construction and Maintenance
221 North Figueroa Street, Suite 400
Los Angeles, CA 90012
Attn: Superintendent of Planning

with copies to:
Board of Recreation and Park Commissioners
Department of Recreation and Parks
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012
Attn: Board Secretary

Developer:
Name
Address
Attn: Name
Telephone: ###
Email:

With copies to:
Name
Address
Attn: Name
Telephone: ###

Email:

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

[EXECUTION PAGE TO FOLLOW]

DRAFT

Section 12. Execution.

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

"CITY"

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

By: _____
Name: _____
Title: President

By: _____
Name: _____
Title: Secretary

APPROVED AS TO FORM:

MICHAEL FEUER,
CITY ATTORNEY

By: _____

"DEVELOPER"

Name

By: Name

By: _____

Name:

Title:

EXHIBIT "C.1"

DEPICTION OF POPS

DRAFT

EXHIBIT "C.2"

INSURANCE REQUIREMENTS

DRAFT

ATTACHMENT 4

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL DOCUMENT
TO:

Department of Recreation and Parks
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**COVENANT AND AGREEMENT REGARDING PARK AND RECREATIONAL FACILITIES
(NON-PUBLIC)**

The undersigned, [insert], a _____ ("Owner"), hereby certifies that it is the owner of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, located at _____ and more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (the "Property").

In consideration of Owner's receipt of credits granted by the City of Los Angeles ("City"), acting by and through its Department of Recreation and Parks ("Department"), in the amount of \$ _____ (the "Non-Public Park Fees Credit") toward the recreational and park impact fees otherwise required to be paid by Owner pursuant to Los Angeles Municipal Code Section 12.33 (the "Park Fees") in connection with Owner's residential development (Case Number: [insert]) (the "Project"), Owner hereby promises, covenants and agrees to and for the benefit of the City and the Department as follows:

1. Owner shall design, construct and install, at Owner's sole cost, those certain non-public park and recreational facilities, amenities and areas, totaling approximately _____ square feet (collectively, the "Non-Public Park Facilities"), at the Property in accordance with the plans marked as _____ and the specifications set forth in the recreation credit cost estimate sheet marked as _____, each of which are attached hereto as **Exhibit B** and by this reference incorporated herein (collectively, the "Non-Public Park Plans"). Any changes to the Non-Public Park Plans shall require the prior written approval of the Department. Prior to the issuance of the Certificate of Occupancy for the first dwelling units of the Project, Owner must obtain written confirmation from the Department that the Non-Public Park Facilities have been installed at the Property in accordance with the Non-Public Park Plans.
2. Owner shall maintain, at Owner's sole cost, the Non-Public Park Facilities in accordance with the operation and maintenance agreement attached hereto as **Exhibit C** and by this reference incorporated herein (the "Maintenance Agreement"). Any changes to the Maintenance Agreement shall require the prior written approval of the Department.
3. The use of the Non-Public Park Facilities shall be restricted to park and recreational purposes only.
4. The Non-Public Park Facilities shall be available and accessible for use by all of the residents of the Project and with no discrimination of access between the residents of the Project.

In the event that any of the foregoing covenants and agreements are not satisfied or are violated, the required Park Fees will become immediately due and payable and Owner shall pay an amount equal to

the Non-Public Park Fees Credit to the Department within thirty (30) days of receipt of a written demand from the Department.

This Covenant and Agreement Regarding Park and Recreational Facilities (Non-Public) (this "Covenant"), and all obligations, covenants and agreements set forth herein, shall run with the Property and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in full force and effect until the Los Angeles City Council approves the termination hereof. This Covenant is for the benefit of the City and the Department.

Owner hereby represents and warrants to City that (i) Owner is legally authorized (and has obtained all necessary consents, if any, from third parties such as consents from lienholders, if applicable) to enter into and record this Covenant, and (ii) this Covenant is duly authorized, executed and delivered by Owner and is a valid and enforceable obligation of Owner.

OWNER'S NAME: (Print/Type) _____

SIGNATURE OF OWNER:
_____(sign)

SIGNATURES OF TWO OFFICERS REQUIRED FOR A CORPORATION
SIGNATURES: 1. _____ **2.** _____(sign)

Dated this _____ **day of** _____, _____.

(Attach Additional Notary Acknowledgements As Necessary)

*****Space Below This Line For Department Internal Use*****

Must be approved by the Department of Recreation & Parks prior to recording CASE NO. _____
COND NO. _____

APPROVED BY _____ **SIGNATURE** _____ **DATE:** _____

ACKNOWLEDGMENT

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
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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.

Exhibit A

Legal Description of Property

[see attached]

DRAFT

Exhibit B

Non-Public Park Plans

[see attached]

DRAFT

Exhibit C

Maintenance Agreement

[see attached]

DRAFT

PRIVATELY ACCESSIBLE PARK AND RECREATIONAL FACILITY
OPERATION AND MAINTENANCE AGREEMENT

THIS PRIVATELY ACCESSIBLE PARK FACILITY OPERATION AND MAINTENANCE AGREEMENT (“**Agreement**”) is made and entered into as of _____, 202X, by and between **developer name** (“**Developer**”), and THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the BOARD OF RECREATION AND PARK COMMISSIONERS (the “**City**”).

Developer is the owner of that certain real property (“**Site**”) located at the **[Address]** in the City of Los Angeles, State of California.

A condition of **Vesting Tentative Tract Map (VTT) No.** is the payment of the in-lieu Subdivision Park Fees to the Department of Recreation and Parks (“**RAP**”) Park fees, as required by LAMC §§ 12.33 and in the total amount of \$\$\$\$ (“**Developer’s Park Fees**”)

Developer shall provide **[list of amenities]** for the use of the residents. These recreational facilities are in excess of the development’s open space requirements per the LAMC §§ 12.33 H.2.e. The privately owned privately accessible recreational facilities (“**Private Recreational Amenities**”) pursuant to plans and recreation credit exhibits approved by the Board of Recreation and Park Commissioners (“**RAP Board**”) are shown in **Exhibit C.1**. The Private Recreational Amenities shall be accessible for use by the all the residents of the development at all times.

VTT-XXX received \$\$\$\$ in recreation credit for the Private Recreational Amenities towards the Developer’s Park Fees consistent with the provisions of LAMC §§ 12.33 H.2. Pursuant to LAMC §§ 12.33 H.2.f.1 the Developer and RAP have entered into this Agreement whereby Developer agrees to operate and maintain the Private Recreational Amenities for the life of the development as follows:

Section 1. Maintenance and Operation of Private Recreational Amenities.

(a) Maintenance Guidelines and Standards. Developer (so long as it is the owner of all or a portion of the Project and a homeowner’s association has not been formed), the homeowners’ association, or other ownership body of the Project (such entity as applicable), shall cause the Private Recreational Amenities to be open and accessible to the all residents of the development, without discrimination, and maintained and operated in a clean and safe condition. Developer agrees that the Private Recreational Amenities shall be maintained and operated in accordance with the guidelines and standards set forth in this Agreement.

(b) The Private Recreational Amenities Improvements, as shown on Exhibit C.1 and attached hereto, shall not be modified or removed without the prior written approval of RAP Board.

(c) Operation of Private Recreational Amenities. The Private Recreational Amenities shall be operated and maintained by Developer, and its successors and assigns, as a dog run,

landscaped open space, and community room and shall be open and accessible for use by the all the residents without discrimination.

(1) Developer shall install and pay all charges associated with the installation and use of any electricity, natural gas, sewer, water, or other utility services, as well as pay all fees and obtain all permits for said services.

Section 2. Maintenance Standards and Guidelines for Private Recreational Amenities

- A. Scope of Work: Furnish all supervision, labor, materials, equipment and transportation needed to maintain the Private Recreational Amenities in accordance with all of the applicable guidelines in this document and to a standard of quality equivalent to that cited in nearby City parks as indicated by staff of the Department of Recreation and Parks. All work and workers shall comply with applicable federal, state, and local laws. Maintenance activity shall include the following:
1. Landscape planting and an irrigation system
 2. Pavement cleaning and repair (if applicable)
 3. Trash pick-up and graffiti abatement
 4. Site lighting
 5. Site or amenity furnishings as indicated in the design plan.
- B. Work Force: The park maintenance supervisor or contractor shall be experienced in landscape maintenance and shall have training in ornamental horticulture. Workers are to be personally presentable at all times on site.
- C. Materials: All materials used shall be of high quality and compatible with those used to develop the Private Recreational Amenities. The L.A. County Agricultural Commissioner's Office must be given a list of the control chemicals used. Any maintenance supervisor or contractor shall also provide the City Department of Recreation and Parks, as requested, a copy of the record of fertilizers, herbicides, insecticides, fungicides and other materials used at the Private Recreational Amenities. Records shall indicate the dates, type and amount applied and the person making the application. All waste products must be legally disposed off-site.
- D. General Tree and Shrub Care: Maintain trees, vines and shrubs in a healthy growing condition by performing all necessary operations including the following:
1. Watering: Plants shall not be watered until a moisture check has been made of representative plants in the landscape. Use a probe or other tool to check the moisture in the root ball as well as the soil surrounding the root ball. Use mulches to reduce evaporation and the frequency of watering. Maintain a large enough water basin around plants so that enough water can be applied to irrigate the major root zone. In the rainy season, open the edge of the basins to allow surface drainage away from the root crown so that excess water shall not accumulate. Plants in terra cotta or other planters, if any, shall be watered manually.

2. Pruning Trees:
 - a. All pruning shall be performed under supervision of a certified arborist. Pruning standards shall conform to ISA standards specified in the Urban Forest Program of the City Department of Recreation and Parks. Prune trees (1) to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached and that have vertical spacing from 18 to 48 inches and radial orientation so as to not overlay one another; (2) to eliminate diseased or damaged growth; (3) to eliminate narrow, V-shaped branch forks that lack strength; (4) to reduce toppling and wind damage by thinning out crowns; (5) to maintain growth within space limitations; (6) to maintain a natural appearance; (7) to balance the surface of the crown with the roots.
 - b. Do not strip off the lower branches of young trees so as to increase the distance of the lowest branches from the ground. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible in order to promote caliper or tapered trunk growth. Lower branches can be cut flush with the trunk only after the tree can remain erect without staking or other support.
 - c. Evergreen trees shall be thinned and shaped when needed to prevent wind and storm damage.
 - d. The primary pruning of deciduous trees shall be done during the dormant season.
 - e. Damaged or diseased trees or those that constitute safety hazards may be pruned at any time of the year. All pruning cuts shall be made to lateral branches or to buds or flush with the trunk. Do not leave "stubs". Use "tree seal" for all cuts of 1 inch or larger in diameter.
3. Pruning Shrubs and Vines: The objectives of shrub and vine pruning are the same as those for trees. Shrubs and vines shall be trimmed or clipped as needed to maintain a desirable shape.
4. Trees, vines and shrubs shall be checked for possible pruning once per month. All green waste products shall be legally disposed off-site and recycled in a "green waste" container.
5. Staking and Guying: When trees attain a trunk caliper of 4", consider removing existing stakes and guy wires or ties. If the trees are still unstable, consider replacing them. Stakes and guys are to be inspected at least twice per year to prevent the girdling of trunks or branches and to prevent rubbing that causes bark wounds. Eye screws in specimen tree trunks are preferred to protective, looped wire and hose.
6. Weed Control: Keep basins and areas between plants free of weeds. This will reduce damage to tree trunks and roots by mowing machinery and by excess water accumulation. Use only recommended, legally approved herbicides to control growth in these open areas. Avoid frequent soil cultivation that destroys shallow roots and breaks the seal of pre-emergent herbicides. Great care must be used when applying systematic herbicides so as not to damage plantings. Any plantings destroyed must be replaced with material of the same specific type

and size (if practical) as the dead plantings within a four-week period or when (seasonally) recommended in accordance with accepted horticultural practices. Weeds with spreading underground rootstock must be hand dug to remove all of the invading roots. All green waste products shall be legally disposed off-site and preferably recycled in a "green waste" container.

7. Fertilizing and Spraying

- a. Apply fertilizer for shrubs and ground cover with a formula of at least 18-8-4 two times a year between early spring and early fall at the rate of 10 lbs. per 1,000 sq. ft. Lawns shall be fertilized with a formula of 16-6-8, or approved equivalent, every three months at the rate of 8 lbs. per 1,000 sq. ft. Slow-release fertilizer may also be used per manufacturer's specifications if a good, healthy, vigorous growth and good color are maintained.
- b. Apply insecticides and slug/snail controls as needed to protect plant material.
- c. Apply the proper fungicide, herbicide and pesticide for the control of pests, weeds and plant diseases. Also treat cuts and breaks on tree surfaces.
- d. Chemicals and insecticides used shall conform to standards of the City Department of Recreation and Parks. Prior to use, the Forestry Division must be made aware and approve use of any chemicals and/or insecticides. The Forestry Division may be contacted at (213)-485-4826. Roundup shall not be used at any time.

E. Ground Cover Care:

1. Control weeds with pre-emergent, weed herbicides and hand weeding. Avoid damaging plantings.
2. Apply 4 lbs. pounds of actual nitrogen per 1,000 sq. ft. in two to four applications during the first year of a new planting or if the ground cover is nitrogen starved. One application shall be in the early spring when growth begins. Reduce the application to 3 lbs. of actual nitrogen per 1,000 sq. ft. in the following years or as needed to maintain vigorous growth and good color. Complete, tri-formula fertilizers are not desired unless a soil test shows specific nutrient deficiencies.
3. Water enough so that that moisture penetrates throughout the root zone and only as frequently as necessary to maintain healthy growth.
4. A cleared circle 18" to 24" in diameter shall be maintained at the base of trees to reduce competition for nutrients by ground cover. A cleared circle 12" to 18" in diameter shall be maintained at the base of palms.
5. Edge the ground cover to keep it in bounds and trim tip growth as needed to achieve an overall even appearance. Great care should be taken not to damage adjacent plantings when mowing. The debris generated must be legally disposed off-site and preferably recycled in a "green waste" container.

6. Control rodents, insects and diseases as necessary, using legally approved materials.
7. Replace dead and missing plants. Plantings shall be replaced within a month. All replacements shall be the same specific types and, if possible, sizes as the plantings. All dead plants shall be legally disposed of off-site and recycled in a "green waste" container.

F. Lawn Care:

1. Lawns shall be kept weed free.
2. Mowing and edging: Mow, edge and trim lawns weekly or as required to maintain an even, well-groomed appearance.
3. Renovation: Renovate lawns occasionally by using a vertical mower to reduce thatch-like undergrowth and encourage new growth.
4. Excess lawn clippings shall not be left on the grass and shall be legally disposed of off-site and preferably recycled in a "green waste" container.

G. Vine Care:

1. Pruning
 - a. Vines and espalier plants shall be checked and re-tied as required.
 - b. Do not use nails to secure vines.
 - c. Prune all vines annually using accepted horticultural practices.
 - d. Vines shall be pruned and maintained so as not to obstruct fixtures, signs, windows, etc.
2. Apply 1/4 lb. of a formula 10-10-5 fertilizer at least twice a year to each vine.
3. Water as necessary to provide optimal growth.

H. Irrigation Systems:

1. Check and adjust sprinkler valves and heads as needed.
2. Program or reprogram the irrigation controller as needed.
3. The irrigation system shall be kept in good working order and condition. Any damage to the irrigation system caused by any person other than an employee of the City shall be repaired by Developer at no cost to the City. Repairs shall be made within one watering period.
4. Faulty electrical controllers shall be replaced as soon as possible.
5. In late winter, check all systems for proper operation. Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads shall be adjusted as needed for unimpeded coverage.

6. Set and program automatic controllers for seasonal water requirements. The watering schedule shall be arranged so as not to interfere with the use of the Private Recreational Amenities.
7. An accurate, up-to-date log shall be maintained of all irrigation repairs with the date and nature of the repair. The log shall be made available to the City for inspection, upon request.

I. Paving:

1. Keep all paved areas free from foreign matter, waste and trash on a daily basis. Concrete walks and unit paver areas shall be steam cleaned as needed but at least twice a year.
2. All paved areas shall be cleaned of debris caused by maintenance operations or silting.
3. Keep cracks in walks or along paved areas free from plant growth.
4. Drains: All subsurface drains shall be periodically flushed with clean water to avoid the accumulation of silt and debris. Keep all inlets to subsurface drains clear of leaves, paper and other debris to ensure the unimpeded passage of water.
5. Patch, repair or replace damaged paving as necessary to keep the area safe and suitable for children at play.
6. Do not use gas blowers per City Ordinance.

J. Trash Pick-up:

1. Pick-up litter throughout the Private Recreational Amenities and empty trash containers at least once per day. Legally dispose of all trash off-site.

K. Site Lighting:

1. Maintain site lighting in accordance with the Private Recreational Amenities' design plans.
2. Replace any lighting equipment, fixtures and infrastructure as needed to ensure site lighting remains functional.
3. Repair and replace damaged poles and luminaries within 72 hours.

L. Site Furnishing:

1. Clean and wipe benches as often as needed to keep them clean and tidy but no less than once a week. Maintain all site furnishings in a clean condition, including but not limited to drinking fountains, play equipment, seating, bollards, pergolas, gateways and trash containers
2. Repair or replace worn or damaged furnishings.

M. Debris Removal:

1. All debris accumulated as a result of maintenance operations shall be removed from the site and disposed of in a lawful manner.
2. All paper and litter shall be removed from the site on a daily basis. Fallen leaves, twigs, etc., shall be removed daily and recycled in a "green waste" container.

N. Graffiti Removal and Vandalism: All graffiti shall be removed from the Private Recreational Amenities within two days of its coming to the notice of maintenance personnel. Damage from vandalism shall be repaired as quickly as is practicable. In the instance of a disagreement between RAP and Developer over practicability, RAP's schedule for repairs of damage from vandalism shall control.

O. Corrective Action:

1. Weed control - Corrective action shall be made within five working days of receipt of a complaint.
2. Plant Material Pruning - Within the limitations of these guidelines, corrective action on complaints shall be made within five working days of the receipt of a complaint.
3. Plant Material Replacement - Dead and missing plants shall be promptly replaced, including damage due to any contractor's negligence, at no charge to the City. Wherever possible, plantings shall be replaced within two weeks. All replacement material shall be of the same specific types and, where reasonably feasible, of the same sizes as the ones destroyed.
4. Site Furnishing and Fixtures - Corrective action shall be made within thirty working days within receipt of complaint to repair or replace all site furnishing and fixtures that are required to be provided for the benefit of the public per the Private Recreational Amenities' plan

P. Other Equipment:

Unless otherwise indicated herein, other Private Recreational Amenities equipment shall be maintained in accordance with manufacturers' warranties, manuals, and product specifications.

Q. Licenses, Taxes and Bonds: Any landscaping contractor operating at the Private Recreational Amenities must have a C-27 State Landscape Contractor's License if any single project consists of more than \$250 of replacement landscaping. Any landscaping or maintenance contractor shall obtain all licenses required by applicable federal, state, and local laws. The contractor shall pay all applicable taxes, including sales taxes, on all materials supplied.

R. Dog Run Maintenance Protocols:

1. Signage must be posted with selected hours of closure for maintenance purposes.
2. Empty trash receptacles twice daily and address all graffiti concerns of the residents within 72 hours receipt of complaint.

3. Resupply dog waste bags immediately.
4. Disinfect all frequently touched surfaces such as hydration stations, benches, pooper scoopers, entry gate handles, bag stations, and amenities.
5. Remove dog feces on a daily basis and dispose of lawfully.
6. Fill holes dug by dogs.
7. Wash hardscape, if applicable.
8. Inspect and make repairs to the dog run amenities to ensure operation and safety of the area, as needed.

S. Community Room Maintenance Protocols:

1. Pick-up debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
2. Dust counter tops and other horizontal surfaces.
3. Remove, empty, clean, and disinfect all trash receptacles.
4. Stack chairs on tables when cleaning floor area.
5. Removal all graffiti using graffiti removal materials or scrubbing techniques.
6. Clean and disinfect doors, door frames, light switch, kick and push plates, and handles.
7. Clean and disinfect top and side of drinking fountains, and scrub and dry all fixtures
8. Sweep and dust mop floors making sure to clean corners and around obstacles.
9. Spot mop around entry ways, and clean all stains and spills.
10. Deodorize room
11. All areas shall be left clean and free of streaks, stains, film, debris, water spots, and odors.
12. Thoroughly vacuum carpeted floors, making sure to clean corners and around obstacles.
13. Clean and disinfect all furniture including desks, chairs, and tables.
14. Inspect and make repairs to the Community Room amenities listed above to ensure operation and safety, as needed.

T. Other Maintenance Standards Depending on Amenities Provided

Section 3 Developer's Reporting Obligations.

1. Initial Report: Not later than six months following the issuance of Certificate of Occupancy for the Development, Developer shall prepare an initial report to City regarding use of the Private Recreation Amenities by the public and confirming satisfaction of Developer's obligations under this Agreement. This report shall include, but not be limited to: (i) the approximate number of visitors to the Private Recreation Amenities, (ii) the status of any safety or security issues at the Private Recreation Amenities, (iii) the status of any fire, building and safety, or health code violation that impacts the Private Recreation Amenities and (iv) any improvements made to the Private Recreation Amenities.
2. Annual Report: Following the initial six month report, the Developer shall provide an annual report due on August 1st, which shall cover the reporting period of July 1st to June 30th. Developer shall prepare an annual report to City regarding use of the Private Recreation Amenities by the public and confirming satisfaction of Developer's obligations under this Agreement. This report shall include, but not be limited to: (i) the approximate number of visitors to the Private Recreation Amenities, (ii) the status of any safety or security issues at the Private Recreation Amenities, (iii) the status of any fire, building and safety, or health code violation that impacts the Private Recreation Amenities and (iv) any improvements made to the Private Recreation Amenities.

Section 4 Inspections. City shall have the right to inspect the premises for compliance per this Agreement. Such inspections shall be coordinated with Developer, as necessary. The Developer's approval of a date and time of an inspection shall not be unreasonably withheld.

Section 5 Covenants to Run with Land. The covenants contained in this Agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns.

Section 6 Indemnification and Insurance

(a) Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, Developer 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 causes of action, claims, losses, demands and expenses, including, but not limited to, 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), damages or liability of any nature whatsoever, for death or injury to any person, including Developer's employees and agents, or 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 Developer, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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 Contract. This provision will survive expiration or termination of this Contract.

(b) Insurance. During the term of this Agreement and periodically as required during

such term, Developer shall furnish CITY with evidence of insurance as attached hereto as Exhibit C.2, on an annual basis, from firms reasonably acceptable to City and approved to do such business in the State of California. Developer or any third party providing work or services under this Agreement shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. Developer will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to City's Risk Manager and shall include the types and minimum limits set forth in Exhibit C.2 attached hereto and incorporated herein by reference.

Developer shall maintain all such insurance at its sole cost and expense throughout the term of this Agreement. City may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving Developer sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to Developer.

If any of the required insurance contains aggregate limits or applies to other operations of Developer outside of this Agreement, Developer shall give City written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in Developer's best judgment may diminish the protection such insurance affords City within thirty (30) calendar days of the knowledge of same. Developer shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit, or (iv) materially reduces the scope of coverage, thereby affecting City's interest, Developer shall provide City at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management

200 North Main Street, Room 1240, City Hall East

Los Angeles, California 90012

Or to such address as City may specify by written notice to Developer.

Notwithstanding anything to the contrary in this Agreement, Developer's failure to procure and maintain the required insurance shall constitute a material default of this Agreement under which CITY may either (i) provide Developer five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or (ii) CITY shall pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all

money so paid. Nothing herein shall limit any other remedies City may have under this Agreement for such default.

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by City upon review of evidence of Developer's financial capacity. Additionally, such programs or retention must provide City with an equivalent protection from liability.

Section 7 Termination of Agreement. This Agreement shall terminate and all covenants contained in this Agreement shall expire only upon written consent from the City.

Section 8. Amendments. This Agreement may be modified or amended by the mutual written agreement of City and Developer.

Section 9. Defaults. In the event the Private Recreational Amenities is not maintained or operated in accordance with the requirements of this Agreement or the Developer fails to meet the reporting requirements of Section 3, City shall have the right to demand payment of the previously credited Park Fees, in their entirety. If the Private Recreational Amenities are not maintained and operated as required by this Agreement, the City shall notify Developer of such failure in writing and provide Opportunity to Cure ("Notice"). All events of default must be cured within the timeframe specified in the Notice. In the event the default is not satisfactorily cured within the allotted amount of time, RAP shall provide a Notice of Default which will include the amount of Park Fees owed by the Developer that must be paid within thirty (30) days of receipt

Section 10. Notices. Any notices to be given under this Agreement shall be given in writing. Such notices may be served by personal delivery, facsimile transmission or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall be effective two (2) calendar days after the date of mailing of the same, and when served by facsimile transmission or personal delivery shall be effective upon receipt. For the purposes hereof, the address of Developer, and City to receive any such notices on its behalf, are:

City
City of Los Angeles
Department of Recreation and Parks
Planning Construction and Maintenance
221 North Figueroa Street, Suite 400
Los Angeles, CA 90012
Attn: Superintendent of Planning

with copies to: Board of Recreation and Park Commissioners
Department of Recreation and Parks
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012
Attn: Board Secretary

Developer: Name
Address
Attn: Name
Telephone: ###
Email:

With copies to: Name
 Address
 Attn: Name
 Telephone: ###
 Email:

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Section 12. Execution.

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

“CITY”

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

By: _____
Name: _____
Title: President

By: _____
Name: _____
Title: Secretary

APPROVED AS TO FORM:

MICHAEL FEUER,
CITY ATTORNEY

By: _____

“DEVELOPER”

Name

By: Name

By: _____
Name: _____
Title: _____

EXHIBIT "C.1"

DEPICTION OF PRIVATE RECREATIONAL AMENITIES

DRAFT

EXHIBIT "C.2"

INSURANCE REQUIREMENTS

DRAFT

DRAFT

SEC. 12.33. PARK FEES AND LAND DEDICATION.

(Title and Section Amended by Ord. No. 184,505, Eff. 1/11/17.)

A. Purpose. New residential dwelling units increase demand on existing park and recreational facilities and create the need for additional facilities. The purpose of this Section is to enable the acquisition of land and the collection of fees to be used for the purpose of developing new or rehabilitating existing recreational facilities in order to create a healthy and sustainable city.

B. Types of Fees. The type and amount of park and recreation impact fee associated with a project depends on the type of project being developed. Subdivision projects consisting of more than 50 residential units are subject to a Quimby in-lieu fee. All other residential projects are subject to a park mitigation fee. Collectively, these fees are referred to in this Code as park fees.

C. Subject Properties. All new residential dwelling units and joint living and work quarters shall be required to dedicate land, pay a fee or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents. For the purposes of this subsection, dwelling units, Accessory Dwelling Units, Junior Accessory Dwelling Units, and joint living and work quarters shall be referred to as "dwelling units" or "residential dwelling units". **(Amended by Ord. No. 186,481, Eff. 12/19/19.)**

1. **Residential Subdivision Projects That Contain More Than 50 Dwelling Units.** A subdivision containing more than 50 dwelling units shall be required to participate in an early consultation with the Department of Recreation and Parks and Department of City Planning pursuant to Subsection D. and may be required to dedicate land, make park improvements, pay a park fee or provide a combination of land dedication and park fee payment.

2. **All Other Residential Projects.** For residential subdivision projects containing 50 or fewer dwelling units or for non-subdivision residential projects that are seeking a building permit for a project application that contains any number of net new dwelling units, the project shall pay a park fee pursuant to Subsection E. Applicants may choose to dedicate land or new park and recreational facilities, and/or improve existing park and recreational facilities in lieu of payment of a park fee.

3. **Exemptions.** The following types of development shall not be required to pay a park fee:

(a) Alterations, renovations or expansion of an existing residential building or structure where no additional dwelling units are created.

(b) Replacement of existing dwelling units on the same lot resulting in no net increase of residential dwelling units.

(c) The replacement of a destroyed or partially destroyed or damaged building or structure where no additional dwelling units are created.

(d) Affordable housing pursuant to Subsection G. of this Section.

(e) Accessory Dwelling Units and Junior Accessory Dwelling Units. **(Amended by Ord. No. 186,481, Eff. 12/19/19.)**

(f) Non-residential development.

D. Residential Subdivision Projects That Contain More Than 50 Dwelling Units.

1. **Early Consultation.** Applicants shall meet with the Department of Recreation and Parks and Department of City Planning staff in advance of submitting a tract map application for a project of more

than 50 units. The purpose of this early consultation is to discuss whether the City requires land dedication for the project and/or to discuss credits available to the applicant, if any. The Department of Recreation and Parks shall provide written verification of the consultation to the project applicant within ten (10) business days of the meeting. Written verification of this consultation shall be required before the Department of City Planning accepts an application for a tentative tract map.

2. **Formula for Park Land Dedication.**

(a) The Department of Recreation and Parks shall calculate the amount of land to be dedicated by determining the number of non-exempt (per Section 12.33 C.3.) net new dwelling units in the proposed project and multiply that number by the average number of people per occupied dwelling unit and multiplying that by the park service factor:

$$LD = (DU \times P) \times F$$

LD: Land to be dedicated in acres.

DU: Total number of new market-rate dwelling units.

P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.

F: Park service factor, as indicated by the Department of Recreation and Parks rate and fee schedule.

(b) Any land dedication for park and recreation purposes shall not be deducted from a site's gross lot area for the purposes of calculating project density, lot area, buildable area or floor area ratio.

(c) If after recording the final map there is an increase in the number of dwelling units to be built or a change in the number and/or type of dwelling units designated which increases the number of persons served by the subdivision, the project applicant shall be required to dedicate additional land and/or pay additional fees, as determined by the Department of Recreation and Parks and the City Planning Department.

3. **Park Land Dedication Radius.** Any land dedication for park and recreation purposes shall be located within a certain radius from the project site, as specified below:

(a) Neighborhood Park: within a 2-mile distance

(b) Community Park: within a 5-mile distance

(c) Regional Park: within a 10-mile distance

4. **Review of Land Dedication.**

(a) Upon receiving the project application for the tentative tract map, the Department of City Planning shall transmit the project application with land dedication to the Department of Recreation and Parks.

(b) After receipt of the project application, the Department of Recreation and Parks shall determine whether the land dedication proposal complies with the Department of Recreation and Park's existing park and recreation standards and requirements.

(c) If the Department of Recreation and Parks determines that the land dedication proposal meets the standards and requirements of the department, the General Manager of the Department of Recreation and Parks shall prepare a report to the Board of Recreation and Parks Commissioners regarding the proposed dedication. The Board of Recreation and Parks Commissioners may accept or decline the land dedication.

5. **Payment of Park Fee.** If the project will not be dedicating land for park and recreational purposes, the project applicant shall pay a park fee pursuant to Subsection E. of this section.

E. Park Fees for Non-Subdivision Residential Projects, Residential Subdivisions With 50 Units or Fewer, or Residential Subdivisions With More Than 50 Units That Are Not Dedicating Land.

1. **Fees and Fee Schedule.** The park fee amount depends on the type of project. The Department of Recreation and Parks shall collect these fees pursuant to Section 19.17 and the Department of Recreation and Parks rate and fee schedule.

2. **Fee Calculation.** The Department of Recreation and Parks shall calculate the amount of the park fee due for each residential development project by determining the number of new non-exempt (pursuant to Section 12.33 C.3.) dwelling units in the proposed project and multiplying the number of units by the park fee amount per dwelling unit according to the following formula:

$$\text{Project Park Fee} = \text{DU} \times \text{PRF}$$

DU: Total number of new, non-exempt (per Section 12.33 C.3.) dwelling units.

PRF: Park Fee per unit.

3. **Fee Expenditure Radius.** Recreational sites and facilities shall be located within a certain radius from the project site, as specified below:

- (a) Neighborhood park: within a 2-mile distance.
- (b) Community park: within a 5-mile distance.
- (c) Regional park: within a 10-mile distance.

4. **Phase-in Period.** The park fee shall be phased in as described in Section 19.17 of this Code.

5. **Indexing.** Any fee imposed by this Section shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in: (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12 month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.

6. **Fee Payment Timing.**

(a) **Residential Subdivision Projects.** The park fee for residential subdivisions shall be calculated and collected prior to final subdivision map approval.

(b) **Residential Non-Subdivision Projects.** For other residential development projects, the park fee shall be calculated and collected prior to the issuance of the Certificate of Occupancy.

F. Park Fee as Additional Requirement. The park fee enacted by this Section is a fee imposed on residential development projects reflecting each project's proportionate share of the cost of providing park land and improvements necessary to meet the needs created by each respective development. As such, the park fee is additional and supplemental to, and not in substitution of, on-site open space requirements required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21.

G. Affordable Housing Exemption.

1. Notwithstanding any other provision contained in this section, new residential dwelling units which are rented or sold to persons or households of very-low, low or moderate income shall receive an affordable housing exemption from the park fee and land dedication requirement.

(a) An affordable housing unit shall receive an exemption from the requirement for dedication of land for park and recreational purposes and/or payment of the park fee if the affordable housing unit is affordable to a household at or below 120% of AMI.

(b) In projects with a mix of market-rate and affordable housing units, only the affordable housing units shall receive this exemption.

2. For any affordable housing unit qualifying for an exemption, a covenant acceptable to the Los Angeles Housing Department shall be recorded with the Los Angeles County Recorder, guaranteeing that the affordability criteria will be observed for at least 55 years from the issuance of the Certificate of Occupancy or a longer period of time if required by the construction or mortgage financing assistance program, mortgage assistance program, or rental subsidy program. **(Amended by Ord. No. 187,122, Eff. 8/8/21.)**

3. The Los Angeles Housing Department shall evaluate the project application to ensure it meets the above requirements and shall advise the Department of Recreation and Parks and the Department of City Planning about whether the project meets those requirements. **(Amended by Ord. No. 187,122, Eff. 8/8/21.)**

4. Should any qualifying affordable housing unit cease to operate as a qualifying affordable housing unit before the 55-year period has expired, then the parks fee for each said unit shall be paid to the City at the then current rate.

H. Credits.

1. Public Land Dedication or Improvement to Dedicated Land.

(a) **Public Land Dedication.** In lieu of paying the park fee, land may be dedicated to the City of Los Angeles for public park and recreational purposes, at the City's option. This may be with or without recreational facility improvements. The amount of land to be dedicated shall be determined pursuant to one of the following formulas, and credit shall be granted, square foot for square foot, for any land dedicated to the City:

Subdivision Projects:

$$LD = (DU \times P) \times F1$$

LD: Land to be dedicated in acres.

DU: Total number of net new, non-exempt (per Section 12.33 C.3.) dwelling units.

P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.

F1: Park service factor for subdivision projects, as indicated by the Department of Recreation and Parks rate and fee schedule.

Non-Subdivision Projects:

$$LD = (DU \times P) \times F2$$

LD: Land to be dedicated in acres.

DU: Total number of net new, non-exempt (per Section 12.33 C.3.) dwelling units.

P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.

F2: Park service factor for non-subdivision projects, as indicated by the Department of Recreation and Parks rate and fee schedule.

(b) **Improvement to Dedicated Land.** In lieu of paying the park fee or dedicating land, the City may permit improvements to be made to land being dedicated as a City park or recreational facility.

(c) The total amount of credits shall not exceed 100 percent of the calculated requirement for the park fee or land dedication.

(d) Credit shall be granted for the property dedicated pursuant to this Section, dollar for dollar, in satisfaction of any park fee required to be paid. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMMeans Building Construction Cost Data or similar measure. Credits may be awarded for on-site or off-site land dedication and/or park improvements.

(e) The Department of Recreation and Parks shall determine whether the proposal complies with the department's park and recreational standards and requirements. If the department determines the proposal meets the department's standards and requirements, the General Manager of the Department of Recreation and Parks shall prepare a report to the Board of Recreation and Parks Commissioners regarding the proposed dedication or improvement. The Board of Recreation and Parks Commissioners may accept or decline the land dedication, new park and recreational facility, or improvement to existing park and facilities.

(f) If the dedication and/or improvement is accepted by the Board of Recreation and Parks Commissioners in lieu of the park fee or land dedication, or any portion thereof, the City shall reduce or waive the fee, or land dedication, or any portion thereof, upon dedication of the property and/or guarantee of the improvement. The guarantee of the improvement shall be to the satisfaction of the Department of Recreation and Parks and shall be by a deposit with the Department of Recreation and Parks of an irrevocable deposit instrument issued by a bank, savings and loan association or other depository whose deposits are insured by an instrumentality of the federal government. The deposit must be fully insured by such instrumentality. The deposit instrument must be in a form that permits collection by the City of Los Angeles at maturity without further consent of any other party.

2. **Privately Owned Park and Recreational Facilities.** Where facilities for park and recreational purposes are provided in a proposed residential development and such facilities will be privately owned

and maintained by the future owners of the development, the areas occupied by such facilities shall be partially credited against the requirement of dedication of land for park and recreational purposes of the payment of a park fee thereof, provided that the following standards are met to the satisfaction of the Department of Recreation and Parks: (1) that each facility is available for use by all the residents of the residential development; and (2) that the area and the facilities satisfy the recreation and park needs of the residential development so as to reduce the need for public recreation and park facilities to serve the project residents.

(a) The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.

(b) The amount of credits for publicly accessible, privately maintained park and recreational facilities shall not exceed 100 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.

(c) Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks.

(d) Credit shall be granted, dollar for dollar, for any recreational and park impact fees required to be paid for the property pursuant to this Section, as determined by the Department of Recreation and Parks. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMMeans Building Construction Cost Data or similar.

(e) Credits shall not be given for the following:

(1) Yards, court areas, setbacks and other open space areas required to be maintained by the City's Municipal Code, specific plan or any other planning document.

(2) Common open space and/or private open space required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21.

(f) The granting of credits shall also be subject to the following:

(1) The private ownership and maintenance of the facilities shall be adequately provided for by written agreements; and

(2) The use of the private facilities, whether publicly or non-publicly accessible, is restricted for park and recreational purposes by recorded covenants acceptable to the Department of Recreation and Parks which run with the land and which cannot be defeated or eliminated without the consent of the City Council; and

(3) The proposed facilities are reasonably adaptable for use for park and recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location of the private open space land; and

(4) The proposed non-public facilities are available for use by all the residents of the proposed residential development; and

(5) Any proposed publicly-accessible, privately-maintained park and recreational facilities are accessible for use by the general public with no discrimination between

residents and non-residents, are open at hours comparable to those of City parks and facilities, and have appropriate signage indicating that the space is public; and

(6) The facilities are in substantial accordance with, and meet the policies and standards for, the development of park and recreational facilities.

3. **Dwelling Unit Construction Tax Credit.** A credit shall be allowed whenever a dwelling unit construction tax previously has been paid pursuant to Section 21.10.3 of the Municipal Code for dwelling units constructed on land for which a fee is required to be paid in accordance with the provisions of this Section. Said credit shall be equal to the amount of the tax previously paid, but shall not exceed the amount of any fee required to be paid under the provisions of this Section.

4. **Credit Request Timing.** The project applicant shall submit any requests for credit, and the Department of Recreation and Parks may only approve such requests, prior to the approval of the Final Map or prior to the date of final inspection, or the date of the Certificate of Occupancy, whichever is earliest and applicable, and prior to the dedication of any land or payment of any park fee.

I. Park Fee Account and Accounting.

1. **Park Fee Account.** The City of Los Angeles establishes a separate park and recreation fee trust fund account (hereinafter "account") to which any park fee collected by the City shall be posted. The funds of the account shall not be commingled with any other funds or revenues of the City. Any interest accrued by the account shall be used solely for the purposes of park and recreational facility acquisition, expansion and improvement.

2. **Park Fee Accounting.** Within 180 days after the last day of each fiscal year, the Department of Recreation and Parks shall report to the Board of Commissioners of Recreation and Parks on the amount of the fee income (including interest income), expenditures, status of the trust fund account, and intrafund transfers. The Department of Recreation and Parks shall also report on each of the park and recreational facilities on which fees were committed in the last fiscal year and the approximate date by which the construction of the park and recreational facilities will commence. The City shall maintain accounts and prepare reports in accordance with California Government Code Section 66001 or successor section.

3. Refund of Fees Under the Government Code.

(a) Park fees collected pursuant to this section shall be committed by the City within five years of receipt of payment for a residential development project to serve or benefit residents of the project for which the fees were collected.

(b) If the fees are not committed as specified in this section, Quimby fees shall be refunded in accordance with California Government Code Section 66477 or successor section. All other park fees shall be refunded in accordance with California Government Code Section 66001 or successor section.

4. **Other Refunds.** In the event that an applicant requests a refund for reasons not set forth in Government Code Sections 66001 or 66477, or their successor sections, if any, the applicant shall submit a claim for a refund with the Department of Recreation and Parks. Upon the department's determination, the fee payer may receive a refund, without interest, of the fees paid pursuant to this section; however, the portion of any fee revenue received by the City as reimbursement of its costs in administering the provisions of this section shall not be refunded. The fee payer shall submit an application for a refund to the City within one year of payment. Failure to timely submit the required application for refund shall constitute an absolute waiver of any right to the refund.

J. Use of Park Fees or Lands Dedicated Pursuant to this Section.

1. The dedicated lands or park fees collected pursuant to this section shall be used for the acquisition, improvement and expansion of public parks and recreational facilities. The fees shall be committed and expended in accordance with the provisions and procedures established in this section. The park fee may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by, or on behalf of, the City to finance such park and recreational facility improvements; and any administrative costs incurred by the City in accordance with this section.

2. Interest accrued on Quimby in-lieu fees collected pursuant to this section may be applied outside the project development for which the original fees were collected, provided that the Department of Recreation and Parks holds a public hearing prior to committing the interest, and uses the interest to develop new or rehabilitate existing neighborhood or community parks or recreational facilities within the City. All such public parks and recreational facilities shall comply with the principles and standards set forth in the General Plan.

3. All such public parks and recreational facilities shall comply with the principles and standards set forth in the General Plan.

4. The park or recreational facilities acquired, improved or expanded shall be publicly accessible and serve or benefit the project that dedicated the land or paid the fees.

K. Effective Date.

1. This ordinance shall take effect on the 60th day following its adoption.

2. Any park fee paid prior to the effective date of this ordinance shall not be recalculated pursuant to the provisions of this ordinance.

3. Any project that would otherwise be subject to a park fee pursuant to this section but has acquired vested rights under Section 12.26 A.3. of this Code prior to the effective date of this ordinance, and/or has an approved vesting tentative map pursuant to Section 17.15, the application for which has been deemed complete prior to the effective date of this ordinance, shall not be subject to a park fee.

4. Any Accessory Dwelling Unit or Junior Accessory Dwelling Unit project where the park fee has not yet been paid and a Certificate of Occupancy has not been issued by the Department of Building and Safety prior to the effective date of this ordinance shall not be subject to a park fee. **(Added by Ord. No. 186,481, Eff. 12/19/19.)**

L. Severability. If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance, which can be implemented without the invalid provisions and, to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted each and every provision and portion thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING
September 7, 2023

Reseda Skate Facility

Reseda Skate Facility is located at 18210 and 18212 Sherman Way, Reseda, in Council District 3.

The project consists of a new outdoor roller skate park and an indoor ice skate building over two parcels. The two parcels are separated by a 20-foot alley. The outdoor roller skate park is in the front parcel at 18210 Sherman Way. The indoor ice skate building is in the back parcel at 18212 Sherman Way.

The outdoor roller skate park is approximately 15,000 square feet. It features a landscaped bioswale with built-in seating, a roller skate area with tree wells and outdoor lighting, parking spaces and bike racks, and a trash enclosure. The park is fenced all around with gates on the north side and south side.

The indoor ice skate building is approximately 26,800 square feet. It is designed with an 85' x 200' ice surface, an ice-resurfacer room, public seating, utility rooms, four locker rooms, public restrooms, office space, a skate rental area and a pro shop; all housed within a steel frame structure covered with the Teflon-coated membrane.

The facility will be operated by JV Ice Reseda, LLC (Ice Reseda), a partnership between the Los Angeles Kings Hockey Club and American Sports Entertainment Company (ASEC). The operating agreement between RAP and Ice Reseda was presented to the Board for approval at the regular Board meeting on September 7, 2023.

The Project will be installing ten (10) new trees, including two (2) Coastal Live Oak, five (5) Red Push Pistache, and three (3) Maverick Mesquite. All of three are located at the outdoor roller skate park.

Construction Status

Contract Amount: \$17,732,165

Contingency Amount: \$1,744,761

Total Construction: \$19,476,926

Executed Change Orders: \$882,134

Notice to Proceed Date: 07/21/2024

Contractual Construction Completion: October 2024

Estimated Construction Completion: First Quarter of 2025

Four Local Volunteer Neighborhood Oversight Committee (LVNOC) meetings were conducted during design. The dates of the meeting are as follows:

- LVNOC Meeting 1: 1/13/2020
- LVNOC Meeting 2: 1/14/2021
- LVNOC Meeting 3: 5/12/2022
- LVNOC Meeting 4: 6/06/2022

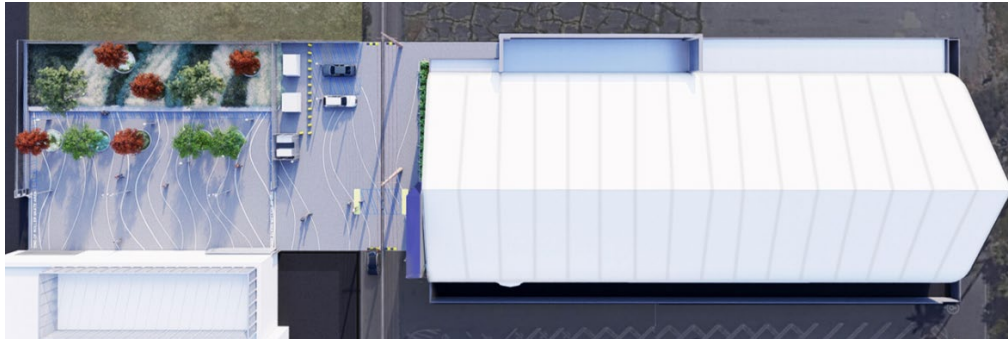
Recent Issues

1. Hydrocarbon particles in the soil were discovered during the soil excavation. The contaminated soil was removed off the site and replaced with fresh soil.
2. The structural system ice rink building, which is a design-build component, was revised during construction with heavier steel frames.
3. The Ice Resurfacer, or the Zamboni machine, has a 18-month lead time at a cost of \$195K. A Change Order report is being drafted to authorize the purchase of the machine. Ice Reseda will provide a used one before the new one arrives, if necessary.

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING
September 7, 2023

- There are three private properties whose wall foundations and the roofline encroach onto the southern property line of the ice rink building. A letter to the owners requesting the encroachment removal is being drafted by RAP.

Project Images

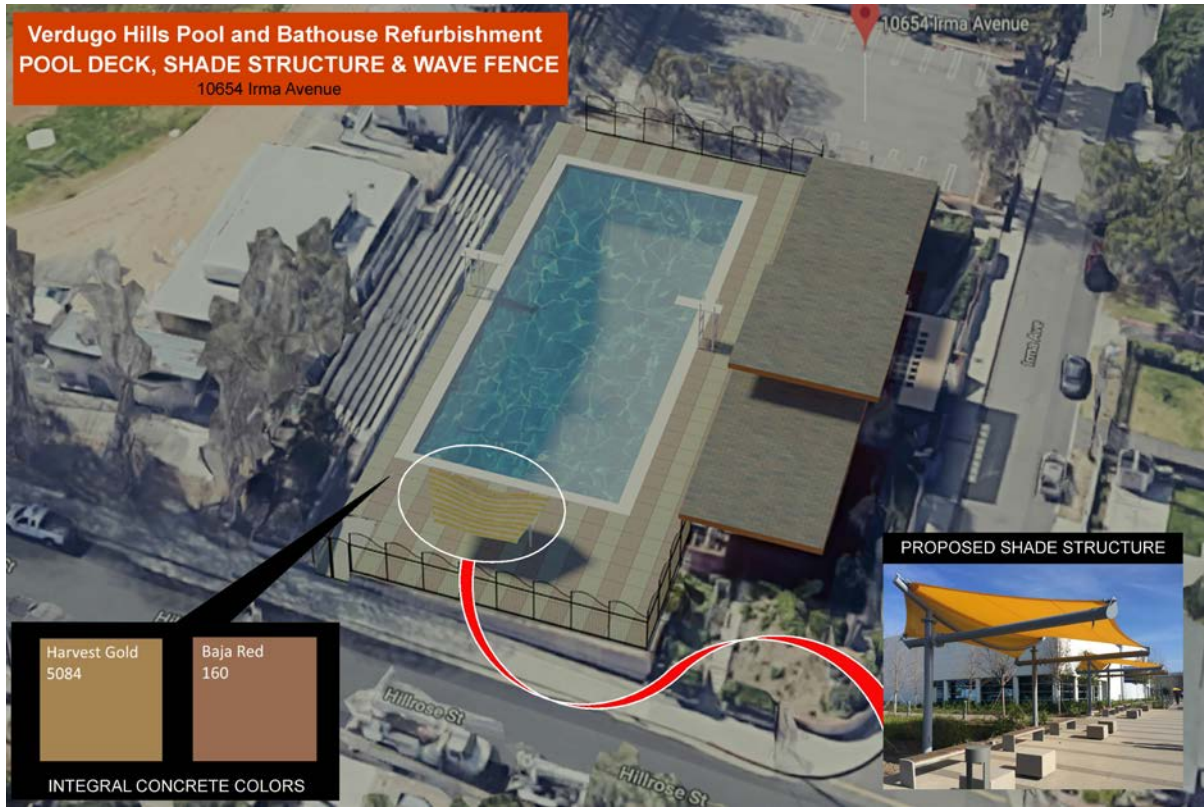


CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING
SEPTEMBER 7, 2023

Project Name: : Verdugo Hills Pool and Bathhouse Refurbishment

Scope of Work

1. Demolition of the existing 8,550 square-foot pool deck and pedestrian ramp from public sidewalk to the building main entrance
2. Refurbishment of:
 - Pool water supply and drainage system
 - Pool equipment room and installation of new pool equipment
3. Construction of:
 - New 8,550 square-foot pool deck
 - New sports, security, and underwater pool lighting
 - New ADA ramp from public way to the building entrance (8'-6" elevation change)
 - New pathway in compliance with ADA
 - New pool fences and gates
 - New landscaping and irrigation around the existing bathhouse and pool
4. Renovation of the existing bathhouse including ADA restrooms, men's and women's showers and changing areas.



Requested Action

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING
SEPTEMBER 7, 2023

- Approve Pars Arvin Construction Inc. (Pars) the new negotiated Based Bid Price of \$7,350,000, 56% over the City Engineer Estimate.
<https://my.iccsafe.org/training>
- Accept the following adjustments to the previously approved plans and Specifications
 - Replacement of the new Musco light poles with the new LED light mounted on the existing two light poles on pool deck and mounted to the existing bathhouse as necessary.
 - Replacement of the new tubular steel fence with the 1-inch square coated chain link fence (black) install onto the existing fence poles (to be painted black).
 - Accept Deduct Alternate No. 3 – Design Built Shade Structure as funds are not available at this time to exercise this item.
- Approve the construction contract contingency amount of \$1,100,000, 15% of the construction budget.

Bid & Negotiation History

Previous Board Report (23-111) approved the City Engineer's estimate of (\$4,720,000) with a construction contingency of (\$670,500), for a total estimated construction cost amount of (\$5,390,500).

On July 12, 2021, the Board received only one bid as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Pars Arvin Construction, Inc.	\$8,753,000.00

Due to fact we only received one bid, Pars Arvin Construction, Inc., the City exercised our right to negotiate with the prime contractor. The BOE Project manager and the Contractor were able to negotiate the bid amount down to \$7,350,000 which include three deduct alternates as follow:

Deduct Alternate No. 1 -- (2) Musco light pole for the amount of \$300,000

Deduct Alternate No. 2 -- Tubular steel fence at pool deck for the amount of \$100,000

Deduct Alternate No. 3 -- Design-Built Shade Structure for the amount of \$100,000

Community Input:

Community meetings were conducted in 2016 and 2017. An additional community meeting will be conducted to inform them of the design changes to the fence.

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING
SEPTEMBER 7, 2023

Funding Sources and Amounts

Per the last Approved Board Report (23-111)

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>AMOUNT</u>
Proposition K – YR-14	43K/10/10MPCB	\$224,755
Proposition K – YR-18	43K/10/10NPCB	\$141,057
Proposition K - YR-19	43K/10/10SPAE	\$450,000
Site & Facilities	209/88/88RMEM	\$494,767
Site & Facilities	209/88/8SMFQ	\$169,834
Site & Facilities (CTC Report)	TBD	\$1,000,000
Quimby	302/89/89460K-VB	\$248,358
CTIEP	100/V807	\$182,000
MICLA	298VPMC	\$518,000
GCP FY CF-19-0600	TBD	\$500,000
CTIEP FY 22-23	TBD	\$1,282,785
Deferred Maintenance	302/89/89727H	\$1,133,000
<u>Total Approved Funding</u>		<u>\$6,344,556</u>
Funding Pending Council Approval		
<u>CTIEP FY23-24 (Mayor's Proposal) TBD</u>		<u>\$2,000,000</u>
Total		\$8,344,556

Implementation of Shade

Eight (8) trees are proposed to be removed and fourteen (14) trees are proposed to be planted as part of this Project.

Of the eight (8) trees to be removed, one (1) tree is dying (*Lagerstroemia indica*, crape myrtle), and two (2) are considered an invasive weed (*Ailanthus altissima*, tree of heaven). The remaining five (5) existing trees proposed to be removed are: three (3) *Lagerstroemia indica*, crape myrtle, and two (2) *Callistemon viminalis*, weeping bottlebrush, which are non-native, unprotected trees as defined by the Protected Tree under Ordinance 177404. Their total diameter at breast height (DBH) is 36”.

The new trees proposed to be planted are eight (8) *Chilopsis* ‘Burgundy’ Std, and six (6) *Callistemon Viminalis* ‘Slim’. Eight (8) new trees proposed to be planted are 24-inch box trees, another six (6) new trees proposed to be planted are 15 Gal. box trees. Their total DBH is 36”, in accordance with Appendix M of the Department Urban Forest Program.

Approximately two hundred (200) square feet of tree canopy is proposed to be removed (not including dying or invasive trees), and approximately one thousand two hundred (1,200) square feet of tree canopy is projected to be provided by the new trees after five (5) years, assuming a survival rate of 75 percent.