

**APPROVED**  
AUG 12 2009

REPORT OF GENERAL MANAGER

NO. 09-220

DATE August 12, 2009

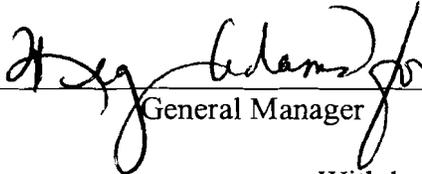
**BOARD OF RECREATION  
and PARK COMMISSIONERS**

C.D. VARIOUS

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RESIDENT CARETAKER PROGRAM POLICY AND RENTAL AGREEMENT FOR RECREATION AND PARK FACILITIES

R. Adams _____	J. Kolb _____
H. Fujita _____	*F. Mok <u>FM</u>
S. Huntley _____	K. Regan _____
V. Israel _____	M. Shull _____

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board:

1. Approve the Resident Caretaker Program Policy and Rental Agreement regarding the rental of caretaker residential facilities to Department of Recreation and Parks employees;
2. Authorize the Chief Accounting Employee to deposit fifty percent (50%) of the caretaker rent into the Resident Caretaker Facilities Account for the administration and maintenance of residential facilities and fifty percent into the Department's General Fund for administrative expenses;
3. Authorize the General Manager, or designee, to approve residence locations, rent applications, rental terms, and applicants to serve as resident caretakers.

SUMMARY:

The Department's parks and facilities are vulnerable to vandalism, theft, and other anti-social activities, especially during the hours when the parks and facilities are not staffed and are empty of park patrons. Security lights assist to deter such activities and alarm systems signal for assistance from appropriate emergency personnel. However, such devices are not a substitute for a human presence at the parks and in the facilities.

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The Resident Caretaker program provides suitable and experienced Department employees to act in the capacity of a "neighborhood watch" for the park property in which they reside. In general, the resident caretakers will report: 1) security problems to the Los Angeles Police Department, the Office of Public Safety, or the Park Rangers; 2) operational problems to the appropriate Regional Superintendent; and 3) maintenance problems through the Department's job order program.

The resident caretakers may perform such security tasks as: 1) locking and unlocking gates and doors; 2) checking security lights and alarms; and 3) monitoring the facility perimeter for inappropriate activities. The resident caretakers have no law enforcement authority and will not place themselves in potentially harmful or confrontational situations.

While this program has been in place for a number of years, it is necessary to review and update policies to ensure the program is run effectively and efficiently. The attached policy (Attachment A) sets forth the roles and responsibilities, as well as uniform standards to ensure that all employees have an opportunity to apply and that the application of rules are consistent. In summary:

As facilities become available, the affected region prepares a notice inviting applicants to apply and submit to the General Manager for approval to fill. The Public Information Division will distribute the notice through a Department-wide e-mail. Appropriate rent and utility payment will be determined by the Planning and Development Division. Interviews will be coordinated by the affected region and conducted at the Superintendent level. The selected application will then be submitted for a background check by the Human Resources Division and for approval by the General Manager, or designee.

Resident caretakers will be required to sign a formal rental agreement (Attachment B), pay a monthly rent, and maintain insurance throughout the term of the agreement. The Finance Division will maintain a central file of all agreements and insurance documents and receive and deposit all rent payments.

All operations, maintenance, and landlord issues, including termination of agreements, will be coordinated by the affected region or division. Issues requiring employee discipline will be handled by the affected region or division and the immediate supervisor of the resident caretaker, with the assistance of the Human Resources Division.

Upon approval by the Board, all current Resident Caretaker facilities (Attachment C) will be advertised and rent terms updated to meet requirements intended to limit liability and ensure a fair market value is paid to the Department, with consideration given for the service provided by the employee.

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Currently, rent paid by the resident caretakers is deposited into the Resident Caretakers Facilities Account. It is recommended that fifty percent (50%) of all future rent be deposited into the Department's General Fund to cover Department administrative costs and fifty percent (50%) be deposited into the Resident Caretakers Facilities Account to cover administrative costs for the collection of rent, preparation of advertisements, maintenance and review of agreements, and various other duties for the program and to cover maintenance costs for general upkeep of the residences.

### FISCAL IMPACT STATEMENT:

There is no negative impact to the General Fund as all costs will be expended from the Resident Caretaker Facilities Account.

Report prepared by Robert N. Morales, Senior Management Analyst II, Administrative Resources Section, Finance Division

**DEPARTMENT OF RECREATION AND PARKS  
RESIDENT CARETAKER PROGRAM  
POLICIES**

It is the policy of the Board of Recreation and Park Commissioners that certain Department facilities, as identified and approved by the General Manager, may be utilized as caretaker residences under the following conditions:

1. Subject to the approval of the General Manager, or designee, the Department may identify a suitable facility to be used as a caretaker residence. Various types of facilities may be designated, such as houses, living areas within historic buildings, house trailers, and trailer spaces.
2. Resident caretakers shall have no law enforcement authority and must not place themselves in dangerous or potentially harmful situations.
3. Resident caretakers will act as a “neighborhood watch” for the facility and park premises on behalf of the Department during normal off-hours. The presence of the resident caretakers will serve to deter potential criminal activities and enhance emergency response time. Resident caretakers will report security, safety, maintenance, and other related activities on park properties to the appropriate agencies.
4. Resident caretakers are selected by the Department among full-time Department employees. The General Manager, or designee, may designate the inclusion of part-time Department employees for facilities on a case-by-case basis.
5. The Department will make known such opportunities as they arise and afford equal opportunity for all full-time Department employees to apply. The General Manager, or designee, may designate temporary interim resident caretakers for periods of no longer than six (6) months when conditions require an immediate resident caretaker at a facility and while the Department conducts a selection process.
6. The selected resident caretakers must be familiar with established policies and procedures, have experience dealing effectively with the public, maintain full-time employment with the Department, and conduct themselves at all times in a manner befitting a representative of the Department and the City.
7. Resident caretakers unconditionally accept the conditions and responsibilities of the resident caretaker program in exchange for living quarters at a rate reduced from fair market value, as determined by the Department, for services rendered. Residence at a facility is not a condition of employment with the City or the Department.

**DEPARTMENT OF RECREATION AND PARKS  
RESIDENT CARETAKER PROGRAM  
POLICIES**

8. Resident caretaker agreements are authorized for terms of up to thirty-six (36) months, at which time the agreement terminates and, if applicable, the Department will make the facility available to all full-time Department employees. Incumbent resident caretakers may reapply.
9. The fair market value and reduction for services rendered will be appraised by the Department at the time the facility is made available or, at a minimum, every thirty-six (36) months. In such cases where it is impracticable for an assessment to be made by the Department, the monthly fees will be increased by 2.5% per annum, until such assessment is performed.
10. Resident caretaker agreements are authorized solely for the purpose and intent as described herein. All persons authorized to reside in an authorized facility must be named in such caretaker agreement. No overnight guests are allowed without prior written approval by the General Manager, or designee. Assignment, sublease, or transfer of authority is prohibited and is grounds for immediate termination of the agreement. No fees of any kind may be collected by the resident caretaker for the use of the facility or park premises.
11. The Department or the resident caretaker may terminate the rental agreement upon delivery of a thirty (30) day written notice to the other party. Such action may be given without cause by either party.
12. A standard Department resident caretaker agreement shall be used for all facilities and approved by the General Manager, or designee. Such agreement must be accompanied by appropriate and current insurance documentation as approved by the Risk Manager, including, but not limited to, property, liability, and automobile insurance.
13. All disputes arising from the resident caretaker agreement or program shall be determined and resolved by the General Manager, or designee, and the resident caretaker shall be bound by such decision.
14. At no time will the resident caretaker program be considered an employee entitlement or benefit by the participants. Disputes or grievances arising from the resident caretaker program will not be governed by any employee association or employee agreement, unless formal Department employee discipline is considered for actions and/or behavior caused by an employee during the course of the resident caretaker agreement.

**DEPARTMENT OF RECREATION AND PARKS  
Resident Caretaker Rental Agreement**

The General Manager of the Department of Recreation and Parks (hereinafter "GENERAL MANAGER") of the City of Los Angeles (hereinafter "CITY") hereby grants permission to:

**NAME OF EMPLOYEE**

(hereinafter "TENANT") to occupy and use as a residence the property described below, which is under the control of CITY acting through its Board of Recreation and Park Commissioners (hereinafter "BOARD"), subject to the following terms and conditions:

**SECTION 1. INFORMATION**

TO BE COMPLETED BY CITY		
<b>Name of Residence:</b>	<b>Address of Residence:</b>	<b>Tenant Name:</b>
<b>Civil Service Classification:</b>	<b>Employee ID No.:</b>	<b>First Date of Tenancy:</b>
<b>Office Telephone No.:</b>	<b>Cell Phone No.:</b>	<b>Work Section / Location:</b>

TO BE COMPLETED BY TENANT		
<b>Other Residents:</b>		
<b>Name:</b>	<b>Relationship to TENANT:</b>	<b>Age:</b>
<b>Name:</b>	<b>Relationship to TENANT:</b>	<b>Age:</b>
<b>Name:</b>	<b>Relationship to TENANT:</b>	<b>Age:</b>
<b>Pet(s) Type and No. of Each (Approved Pet(s) Must be Covered Under Renter's Liability Insurance Policy):</b>		
<b>TENANT SIGNATURE:</b>		<b>DATE OF SIGNATURE:</b>

**2. DEFINITIONS**

- CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners.
- DEPARTMENT: The Department of Recreation and Parks.
- BOARD: The Board of Recreation and Park Commissioners.
- GENERAL MANAGER: The General Manager of the Department of Recreation and Parks, or authorized designee.
- SUPERINTENDENT: The head of the Region or Division in which the subject resident caretaker facility is located.
- TENANT: The individual authorized by the DEPARTMENT to occupy and use the referenced facility as a Resident Caretaker.
- RESIDENCE: The subject resident caretaker facility.
- AGREEMENT: This agreement for the subject resident caretaker facility.
- PREMISES: The geographical location as stated in Section 3 where the resident caretaker facility is located.

**3. RESIDENCE AND PREMISES**

The RESIDENCE (Exhibit A) subject to this AGREEMENT is located at:

*NAME OF RESIDENCE*  
*ADDRESS OF RESIDENCE*  
*NAME OF PREMISES (PARK)*

TENANT shall not use or allow the RESIDENCE to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY.

#### **4. PERMISSION GRANTED**

- A. The RESIDENCE shall be used as a residence only by TENANT. No other person(s) shall occupy RESIDENCE in whole or in part unless such person(s) is specifically named in Section 1 of this AGREEMENT or has been authorized in writing subsequent to the execution of this AGREEMENT by the GENERAL MANAGER.
- B. TENANT shall not use or permit RESIDENCE to be used, in whole or in part, for any purpose other than as stated herein during the term of this AGREEMENT.
- C. Any person(s) residing at a DEPARTMENT facility must provide complete information regarding their background and must be fingerprinted prior to assuming occupancy. Should an individual's background or conviction record be considered unsuitable to act in the capacity of a Resident Caretaker, that person will be required to vacate the RESIDENCE as soon as possible, but under no circumstances beyond thirty (30) calendar days following a "Notice to Quit" issued in writing by DEPARTMENT.
- D. No guest(s) of TENANT may occupy RESIDENCE overnight without the prior written approval of the GENERAL MANAGER.
- E. No right of storage is given or assumed by this AGREEMENT, other than for normal household items and personal effects.

#### **5. TERM OF AGREEMENT**

This AGREEMENT shall be effective for twelve (12) months from the date of execution with two (2) twelve-month options to renew, exercisable at the sole discretion of GENERAL MANAGER.

Neither CITY, nor any BOARD member, officer of DEPARTMENT, or employee thereof shall be liable in any manner to TENANT because of any action taken to decline to exercise an option, revoke or disapprove renewal of the AGREEMENT.

#### **6. PARKING**

- A. TENANT is authorized XX parking spaces to be used for personal vehicles at RESIDENCE.
- B. All TENANT vehicles are to be confined to said parking spaces.

- C. Vehicles which, in the sole opinion of the GENERAL MANAGER, are considered unsightly, noisy, dangerous, inoperable, or unregistered are not permitted on RESIDENCE or PREMISES. TENANT shall remove the vehicle(s) immediately upon written notice by DEPARTMENT. TENANT shall assume all towing and removal costs if such vehicle is not removed.

**7. RENT PAYMENT**

- A. As part of the consideration for CITY granting the rights herein above set forth, TENANT shall pay to CITY a monthly rental fee of \$XXX.XX.
- B. Rent payment shall be paid on a monthly basis and are due on the first day of the month for the month the residence is occupied. Payment shall be considered late if paid after the fifteenth (15th) day of the month for the month the residence is occupied.

Payment shall be mailed to:

DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Resident Caretaker Program  
P.O. Box 5385  
Glendale, CA 91221-5385

- C. TENANT understands and agrees that DEPARTMENT has the right to increase the monthly rent amount in order to reflect changes in appraisal of the value of RESIDENCE. TENANT shall be provided thirty (30) days written notice from the DEPARTMENT prior to the effective date of any such change in the rent amount.

**8. LATE PAYMENT FEE**

- A. Failure of TENANT to pay any of rental payments, utility payments, or any other fees, charges, or payments required herein on time is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.
- B. Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by TENANT, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, TENANT agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from any late or delinquent payments.
- C. The charges for late or delinquent payments shall be \$50.00 for each month late. Payments shall be considered past due if received after the fifteenth (15th) day of the month in which payment is due.

- D. The acceptance of late rent by CITY shall not be deemed as a waiver of any other breach by TENANT of any term or condition of this AGREEMENT other than the failure of TENANT to timely make the particular rent payment so accepted.
- E. TENANT will be charged an amount of \$35.00 for each check returned for Non-Sufficient Funds (NSF) or other reasons. Such payment shall be made by the next monthly rental payment due date after written notice is given by DEPARTMENT to TENANT of such returned check.

## **9. SECURITY DEPOSIT**

Prior to the execution of AGREEMENT, TENANT shall provide DEPARTMENT with a security deposit in the amount equal to two times the rent payment amount as stated in Section 7.A of this AGREEMENT.

- A. The Security Deposit will be retained during the entire term of this AGREEMENT to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.
- B. The Security Deposit will be in any one of the following forms, but may not be a combination of two or more types:
  - a. A cash deposit made at the Cashier's window of the DEPARTMENT.
  - b. A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the City of Los Angeles.
  - c. A check or money-order drawn on and certified by any bank that is a member of the Los Angeles Clearing House Association, payable to the order of the City of Los Angeles.
- C. The Security Deposit will be returned to TENANT after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. The CITY reserves the right to deduct from the Performance Deposit any amounts up to and including the full amount of the Performance Deposit as stated herein, owed to the CITY by TENANT as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT.
- D. The Security Deposit may be increased during the TERM of this AGREEMENT if, in the opinion of GENERAL MANAGER, the original amount becomes insufficient due to an increase in property value and/or an increase of the rent payment. If such additional deposit is not received by the DEPARTMENT within thirty (30) calendar days after the mailing of

written notice as such, all default provisions may be exercised at the discretion of CITY and the AGREEMENT may be terminated.

## **10. UTILITIES**

- A. TENANT shall be responsible for all utility charges. Utility charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, water and other utility services to RESIDENCE, and shall be paid by TENANT regardless of whether such utility services are furnished by CITY or by other utility service providers.
- B. In the event that individual utility meters are not available for the RESIDENCE, TENANT shall remit, on a monthly basis in conjunction with monthly rental payments to DEPARTMENT, the amount of \$XXX.XX.
- C. TENANT hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the RESIDENCE which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and TENANT hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

## **11. TAXES**

- A. TENANT understands that TENANT may incur a Federal and/or State Income Tax liability related to the rental of DEPARTMENT property if the rental amount paid by TENANT is less than the "fair market value" of the rented RESIDENCE. The tax(es) is the responsibility of TENANT to determine and pay.
- B. TENANT understands that by the execution of AGREEMENT and benefits thereof, a property interest known as a "Possessory Interest Tax" may be created and such property interest may be subject to property taxation by the County of Los Angeles Office of the Assessor. The tax is the responsibility of TENANT to determine and pay.

## **12. ELIGIBILITY FOR OCCUPANCY**

TENANT understands that only employees of the DEPARTMENT are eligible to act in the capacity of a Resident Caretaker for the DEPARTMENT. If TENANT ceases to be an employee of the DEPARTMENT (e.g., retirement, transfer or promotion to another CITY department, resignation, termination, etc.)

TENANT shall vacate RESIDENCE within thirty (30) days of change in status. In the event DEPARTMENT received unearned rent, DEPARTMENT will refund the amount to TENANT.

### **13. TENANT DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the TENANT are contained in the "Resident Caretaker Tenant Duties and Responsibilities" (Exhibit A).

Failure to perform any of the duties or responsibilities in an acceptable manner, in the sole opinion of the GENERAL MANAGER, will be cause to immediately terminate this AGREEMENT in its entirety.

### **14. INDEMNITY**

Except for the active negligence or willful misconduct of the Department, TENANT shall at all times relieve, indemnify, protect, and hold harmless Department and any and all of its boards, officers, agents and employees from any and all claims and demands, action, proceedings, losses, liens, costs, judgments, civil fines and penalties of any kind and nature whatsoever, including expenses incurred in defending against legal actions for death or of injury to persons, or damage to property including property owned by or under the care and custody of the Department, that may arise or be caused directly or indirectly by:

- A. Any dangerous, hazardous, unsafe or defective condition of, in or on RESIDENCE or PREMISES, or any nature whatsoever, which may exist by reason of any act, omission or any use or occupation of RESIDENCE by TENANT or TENANT'S invitees.
- B. Any acts, omissions, negligence or willful misconduct of TENANT, or TENANT'S invitees.
- C. Any failure of TENANT to comply with any of the terms and conditions of this agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation.

### **15. INSURANCE**

- A. TENANT shall, at TENANT'S expense, procure and maintain in full force and effect during the term of this agreement a renter's insurance policy of broad form comprehensive third party liability with coverage to any approved pet(s) if applicable and property damage insurance protecting TENANT and naming DEPARTMENT as an additional insured with coverage in an amount not less than five hundred thousand dollars (\$500,000) per occurrence.

- B. The policy shall contain a provision that the policy will not be canceled or reduced in amount until DEPARTMENT has been given minimum notice required by law, but in no event less than thirty (30) calendar days notice by registered mail. TENANT shall provide evidence of insurance acceptable to the DEPARTMENT prior to occupancy of RESIDENCE.
- C. Evidence of insurance shall be submitted to and approved by CAO, Risk Management prior to commencement of tenancy under this AGREEMENT.

## **16. LIMITS OF LIABILITY**

Department shall not be liable or responsible in any way for injury to any person, or for loss of, or damage to any property belonging to TENANT or located in said RESIDENCE. TENANT'S personal property is the responsibility of TENANT and is not insured by the Department. In addition, Department shall not be liable for nondelivery or misdelivery of messages, nor shall Department be liable for any interruption of or interference with services or accommodation due TENANT, caused by strike, riot, orders of public authorities, or any other cause beyond Department's control.

## **17. GENERAL RESTRICTIONS**

Unless stated in Section 1 of this Agreement or subsequently authorized in writing by the GENERAL MANAGER, or designee, TENANT shall not:

- A. Allow any other person(s) to reside in the RESIDENCE;
- B. Bring, keep or maintain any animals. Department's consent to keep animals may be revoked at Department's option upon five (5) days written notice to TENANT. TENANT agrees to remove such animals from RESIDENCE and PREMISES upon receipt of such notice;
- C. Bring, keep, or maintain combustible materials or hazardous materials on RESIDENCE or PREMISES;
- D. Bring, keep, or maintain firearms or other weapons on RESIDENCE or PREMISES;
- E. Operate any commercial business on RESIDENCE or PREMISES;
- F. Allow the storage, distribution, sale, manufacture, or usage of controlled substances on RESIDENCE;
- G. Allow or participate in any criminal behavior on RESIDENCE or participate in any criminal behavior on PREMISES;

- H. Permit any waste or nuisance in or about RESIDENCE, nor in any way annoy or interfere with CITY employees or neighbor(s);
- I. Do or keep anything in or about the RESIDENCE or PREMISES that will detract from the general appearance of the park or detract from the public's right of enjoyment of the RESIDENCE or PREMISES.

**18. ALTERATIONS TO RESIDENCE**

TENANT shall make no alterations to the structure of RESIDENCE, nor shall TENANT cause any modification to the exterior or interior of RESIDENCE without the prior written approval of the GENERAL MANAGER.

**19. CONDITION OF PREMISES**

- A. TENANT has inspected RESIDENCE and accepts same as is and acknowledges that same is in good, clean and sanitary order and condition. No officer or employee of CITY has made any representation or warranty with respect to the RESIDENCE.
- B. TENANT shall be responsible for all loss, breakage and damage other than damage arising out of ordinary wear and tear, caused while TENANT is in possession of RESIDENCE, including but not limited to plumbing and electrical fixtures.
- C. TENANT shall pay Department on demand for such loss, breakage, and damage.

**20. MAINTENANCE AND REPAIR**

During the entire term of this AGREEMENT, TENANT shall:

- A. Keep RESIDENCE in a clean and sanitary condition;
- B. Dispose of all rubbish, garbage and waste in a clean, sanitary, and timely manner;
- C. Properly use and operate all electrical, gas, and plumbing fixtures and keep the same in clean condition;
- D. Not permit any person(s) in or about RESIDENCE with TENANT's permission to deface, damage or remove any part of the structure of RESIDENCE or RESIDENCE equipment or appurtenances thereto, nor themselves do any such thing;
- E. Notify the SUPERINTENDENT of any damage to the interior or exterior of RESIDENCE.

- F. Notify the SUPERINTENDENT of any maintenance or repair of RESIDENCE, including, but not limited to, the plumbing, range, heating apparatus, and electric and gas fixtures.
- G. Be responsible for the repair of RESIDENCE and appurtenances which are found to have been damaged due to TENANT's misuse, waste, or neglect or that of the TENANT's family or visitors.

## **21. INSPECTIONS**

- A. The SUPERINTENDENT, or designee, may enter and inspect RESIDENCE during normal business hours and upon twenty-four (24) hour advance notice to TENANT with or without TENANT'S presence, for any lawful purpose.
- B. The SUPERINTENDENT, or designee, may enter RESIDENCE without advance notice to TENANT in case of an emergency.
- C. The SUPERINTENDENT, or designee, may enter RESIDENCE without advance notice to TENANT in the case of abandonment (Section 23), without being liable for any prosecution for such entering and without becoming liable to TENANT for any damages to TENANT's personal property.

## **22. RESIDENCE KEYS**

- A. The SUPERINTENDENT will provide RESIDENCE keys to the TENANT as stated in Section 1. No other person(s) is authorized to collect RESIDENCE keys from any DEPARTMENT representative.
- B. TENANT shall not add or change any lock, locking device, bolt or latch on RESIDENCE without Department approval. TENANT acknowledges that Department is entitled to a key to RESIDENCE and may use the same for entry, as provided herein.
- C. Should SUPERINTENDENT authorize TENANT to change such locks as stated in Section 21.B, TENANT, at TENANT'S own expense, shall provide the SUPERINTENDENT with two (2) complete sets of duplicate keys thereto.

## **23. ABANDONMENT**

TENANT agrees to occupy RESIDENCE continuously, except for approved vacation periods, and TENANT agrees that any absence therefrom for more than four (4) calendar days shall be conclusively presumed to be an abandonment of RESIDENCE and shall be grounds for immediate termination of AGREEMENT.

Upon the termination of AGREEMENT for abandonment, all personal property belonging to TENANT and remaining in RESIDENCE may be considered abandoned, in which case SUPERINTENDENT may dispose of all such personal property in any manner SUPERINTENDENT deems proper and is relieved of all liability for doing such.

## **24. ABSENCES**

TENANT understands that TENANT has caretaking duties and responsibilities for RESIDENCE as a condition of rental of RESIDENCE. TENANT shall notify the SUPERINTENDENT at least forty-eight (48) hours prior to leaving RESIDENCE unattended overnight, and must obtain written authorization at least two weeks in advance for absences of three (3) or more calendar days. Failure of TENANT to provide proper notice shall be grounds for immediate termination of this agreement by the GENERAL MANAGER.

## **25. TERMINATION OF AGREEMENT**

- A. This AGREEMENT may be terminated by either party upon thirty (30) days written notice to the other party. In the event TENANT fails to give the required notice of intention to terminate, TENANT shall, at the discretion of DEPARTMENT, be liable for the rent due.
- B. Tenancy shall not be considered terminated until TENANT has vacated the RESIDENCE.
- C. On the termination of tenancy, other than by forfeiture, TENANT shall quit and surrender possession of RESIDENCE to DEPARTMENT and shall, without cost to DEPARTMENT, remove any and all works, structures, and other improvements located thereon, except works, structures, or other improvements owned by DEPARTMENT, and TENANT shall restore RESIDENCE to the same, or as good condition, ordinary wear and tear excepted, as the RESIDENCE was in at the time of the first occupancy thereof by TENANT.

## **26. WAIVER OF CONDITIONS**

No waiver by either party at any time of any terms or conditions of this AGREEMENT shall be a waiver at any subsequent time of the same or any other term or condition.

## **27. RIGHTS OF OTHERS**

The RESIDENCE shall at all times be subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the Office of the Recorder of the County of Los Angeles, California, or in the official records of CITY or any of its various departments.

**28. RELOCATION ASSISTANCE**

TENANT acknowledges that TENANT is not entitled to relocation assistance or any other benefits under the Uniform Relocation Act or any other provisions of law upon termination of AGREEMENT and therefore waives any and all claims for assistance or benefits.

**29. ENCUMBRANCE OF AGREEMENT**

No assignment, sublease, transfer, gift, grant of control, or other encumbrance of this AGREEMENT, or any interest therein or any right of privilege thereunder, whether voluntary or by operation of the law, shall be valid for any purpose without the prior written approval of GENERAL MANAGER. Any such assignment, sublease, transfer, gift, grant of control, or other encumbrance of this AGREEMENT without the prior written approval of GENERAL MANAGER will be cause to immediately terminate this AGREEMENT.

**30. WRITTEN NOTICES**

**A. To CITY:**

Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to the Department of Recreation and Parks, Attn: Resident Caretaker Program / MS 628, 3900 West Chevy Chase Drive, Los Angeles, California, 90039.

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

CITY shall provide TENANT with written notice of any address change within thirty (30) days of the occurrence of said address change.

**B. To TENANT:**

All notices may either be delivered personally to the TENANT or to any person authorized to occupy RESIDENCE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon delivery.

Written notices to TENANT shall be addressed to the RESIDENCE as stated in SECTION 1 of AGREEMENT.

**31. DESTRUCTION OF RESIDENCE**

Should RESIDENCE be partially or fully destroyed by fire, casualty, earthquake or other cause to the extent that it becomes unrentable in the opinion of the DEPARTMENT, this AGREEMENT shall automatically terminate and any unearned rent paid in advance by TENANT shall be refunded to TENANT.

**32. COMPLIANCE WITH APPLICABLE RULES AND LAWS**

TENANT shall comply with all federal, state, regional laws and all ordinances, rules and regulations during the term of AGREEMENT.

**33. LEGAL ACTIONS**

The venue of any action brought under the AGREEMENT shall lie in Los Angeles County.

**34. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated AGREEMENT of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following exhibits are attached to and made part of this AGREEMENT by reference:

- Exhibit A: Resident Caretaker Tenant Duties and Responsibilities.
- Exhibit B: Resident Caretaker Rental Application Form.

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of exhibits, 2) Exhibit A, and 3) Exhibit B.

*(SIGNATURE PAGE TO FOLLOW)*

**CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PARKS**  
221 N. Figueroa Street, Suite 1550  
Los Angeles, CA 90017

BY: \_\_\_\_\_  
NAME OF SUPERINTENDENT  
Superintendent

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
JON KIRK MUKRI  
General Manager

Date: \_\_\_\_\_

The undersigned TENANT agrees that each of the terms of AGREEMENT constitute a covenant and condition on the TENANT's right to possession of the RESIDENCE. Any failure by TENANT to comply with any such term shall constitute a default hereunder and Department may terminate TENANT's right or possession of the RESIDENCE and/or forfeit this AGREEMENT, in any manner provided by law. TENANT further understands that employees who fail to comply with this AGREEMENT shall be subject to discipline, which may include actions up to and including suspension and/or discharge.

BY: \_\_\_\_\_  
TENANT NAME  
Tenant

Date: \_\_\_\_\_

**APPROVED AS TO FORM**  
**CARMEN TRUTANICH**  
City Attorney

BY: \_\_\_\_\_  
Senior Assistant City Attorney

Date: \_\_\_\_\_

**DEPARTMENT OF RECREATION AND PARKS  
RESIDENT CARETAKER  
TENANT DUTIES AND RESPONSIBILITIES**

LOCATION NAME: \_\_\_\_\_

LOCATION ADDRESS: \_\_\_\_\_

The following are the general duties required of all Resident Caretakers. Specific duties may be required as designated by the Department and revised from time to time. The Resident Caretaker TENANT agrees to fulfill the following duties and responsibilities:

**SECURITY**

- Caretaker may be called 24 hours in case of emergencies;
- Report any vandalism, attempted entry, and other unusual occurrences;
- Report problems with perimeter lights and/or nearby t-bar gates;
- Secure facility (e.g., lock doors, gates, turn off lights, etc.);
- Department representative with police, fire and paramedics.

**MAINTENANCE OF RESIDENCE**

- Report through job order system interior and exterior maintenance needs of residence;
- Perform routine maintenance and minor repairs.

**FACILITY RESPONSIBILITIES**

- Cooperate with other Department employees in emergency maintenance repairs;
- Fire suppression;
- Erosion control;
- Catch basin inspection.

**PUBLIC RELATIONS**

- Provide information, assistance and guidance to park patrons;
- Cooperate with Department approved events/activities;
- Interact with the public to resolve community problems. Attend Community meetings as needed;
- Assist with staff if residence to be used as Voting Poll for community.

DEPARTMENT OF RECREATION AND PARKS  
RESIDENT CARETAKER RENTAL APPLICATION FORM

APPLICANT'S NAME: \_\_\_\_\_  
(please print or type)

CLASSIFICATION: \_\_\_\_\_

DIVISION / SECTION NAME: \_\_\_\_\_

DRIVER'S LICENSE NUMBER: \_\_\_\_\_

DRIVER'S LICENSE EXPIRATION DATE: \_\_\_\_\_

FACILITY FOR WHICH YOU ARE APPLYING: \_\_\_\_\_

FACILITY ADDRESS: \_\_\_\_\_

DATE OF ORIGINAL OCCUPANCY (If applicable): \_\_\_\_\_

\*\*\*\*\*

OTHER PROPOSED OCCUPANTS / RELATIONSHIP TO YOU:

Name	Relation	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pets (Type of pet and number of pets)

\_\_\_\_\_

\*\*\*\*\*

AUTOMOBILE(s): \_\_\_\_\_  
(make) (model) (year) (license number)

\_\_\_\_\_ (make) (model) (year) (license number)

AUTOMOBILE INSURANCE: Policy Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

*The undersigned applicant represents that all statements made above are true and correct and hereby authorizes the Department to verify any or all of the information:*

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF RECREATION AND PARKS  
RESIDENT CARETAKER FACILITIES**

**ATTACHMENT C**

Residence Region	Residence Name	Residence Address	Employee Last Name	Employee First Name	Classification	Total Square Footage (approx)	No. of Bedrooms	No. of Bathrooms
1	Griffith Fern Dell Ranger Station	5375 Red Oak Drive Los Angeles, CA 90068	Joyce	Patrick	Senior Park Ranger	1,500 sq ft	2	1
2	Griffith Nursery Cottage	2650 N. Commonwealth Ave Los Angeles, CA 90027	Grijalva	Bernard	Park Maintenance Supervisor	1,700 sq ft	2	1
3	Griffith Wattles Mansion	1824 N. Curson Avenue Los Angeles, CA 90046	VACANT					
4	Metro Golf House	4730 Crystal Springs Drive Los Angeles, CA 90027	Rivera	Hector	Park Maintenance Supervisor	450 sq ft	1	1
5	Metro South Seas House	2301 West 24th Street Los Angeles, CA 90018	VACANT					
6	Pacific Angels Gate	3601 S. Gaffey Street San Pedro, CA 90731	VACANT					
7	Pacific Augustus Hawkins	5790 Compton Avenue Los Angeles, CA 90011	Dowell	Fred	Gardener Caretaker		2	2
8	Pacific Drum Barracks Civil War Museum	1052 Banning Boulevard Wilmington, CA 90744	VACANT			700 sq ft	1	1
9	Valley Mulholland Park	12201 Mulholland Drive Beverly Hills, CA 90210	Ramirez	Bernabe	Senior Gardener	650 sq ft	1	1
10	Valley O'Melveny Park	17300 Sesnon Avenue Granada Hills, CA 91344	Johnson	Blake	Senior Gardener	550 sq ft	1	1
11	Valley Orcutt Ranch	23600 Roscoe Boulevard West Hills, CA 91304	Ostler	Terry	Carpenter	900 sq ft	2	2
12	Valley Oro Vista	11101 Oro Vista Avenue Sunland, CA 91040	VACANT					
13	Valley Stoney Point	Topanga Canyon Boulevard	VACANT					