

APPROVED

Sept 15 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-241

DATE September 15, 2022

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VESTING TENTATIVE TRACT MAP NO. 82227-CN – 942 NORTH BROADWAY – APPROVAL OF PUBLICLY ACCESSIBLE RECREATION CREDIT PER LOS ANGELES MUNICIPAL CODE SECTION 12.33 – APPROVAL OF COVENANT AND AGREEMENT AND OPERATION AND MAINTENANCE AGREEMENT

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>fu</i> C. Santo Domingo	<i>DF</i> _____
B. Jackson	_____	N. Williams	_____

General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the Park Fee recreation credit in the amount of Nine Hundred Ninety Thousand, Four Hundred Eighty Dollars and Ninety Eight Cents (\$990,480.98) for publicly accessible amenities per the provisions of Los Angeles Municipal Code Section 12.33 for Vesting Tentative Tract Map No. (VTT) 82227-CN (Project), as described in the Summary of this Report;
2. Authorize Department of Recreation and Parks (RAP) Staff to execute the Covenant and Agreement Regarding Park and Recreational Facilities (C&A) and Publicly Accessible Park and Recreational Facility Operation and Maintenance Agreement (O&M), as shown in Attachment 1;
3. Direct the Board of Recreation and Parks Commissioners' (Board) Secretary to transmit forthwith the C&A and O&M to the City Council for approval and concurrently to the City Attorney for review and approval as to form;
4. Authorize the Board President and Secretary to execute the proposed O&M upon receipt of the necessary approvals;
5. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

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SUMMARY

Ordinance 184,505 (Parks Dedication and Fee Update Ordinance) became effective on January 11, 2017. Ordinance 184,505 requires most residential projects that create new dwelling units or joint living and work quarters to dedicate land or to pay a fee in-lieu (Park Fee) for the purpose of developing park and recreational facilities. Residential projects that propose one or more additional dwelling units are subject to these requirements unless they meet one of the exceptions listed in LAMC Section 12.33 C.3 (e.g. certain affordable housing units and secondary dwelling units may be exempt from any requirement to pay a fee).

VTT-82227-CN (Project) is a Subdivision project located at 942 North Broadway in Council District 1. The proposed Project includes the merger and re-subdivision of five (5) lots, including one (1) master ground lot, four (4) airspace lots and 178 residential condominium units, of which 9 are affordable and qualify for an exemption from the Park Fee.

On September 5, 2018, the Board of Recreation and Parks Commissioners' (Board) recommended that the Project be required to dedicate land to the City, or provide a combination of land dedication and fee payment, in order to fulfill the Project's requirements under provisions of Los Angeles Municipal Code Section 12.33 (Report No. 18-194). On September 10, 2018, RAP sent a Report to the Advisory Agency informing them of the Board's recommendation.

On January 16, 2019, the Deputy Advisory Agency of City Planning Department held a hearing on the Project's tract map request. At that hearing there was significant discussion regarding the Board's recommendation for the Project. At the conclusion of the hearing, the Advisory Agency indicated that it would take the case under advisement (i.e. it did not render a decision) pending resolution of the issues raised at the hearing, including the Board's recommendation for a park dedication.

Subsequent to the January 16, 2019 hearing, staff engaged in follow up discussions with representatives of the Project's applicant. In the discussions, Project representatives indicated they were open to providing the City with an easement over a portion of the Project's ground floor open space in order to guarantee that the public would have perpetual access to those open space areas. On April 3, 2019, RAP staff prepared Report No. 19-071 recommending that the Board revise the Project's condition language to require the Project to pay the in-lieu fees with the additional recommendation to Advisory Agency that the Project be required to provide a perpetual easement for the ground floor plaza. However, the Advisory Agency ultimately did not require the Project to provide a public access easement.

Per the LAMC 12.33, Subdivision projects pay the required Park Fee prior to the recordation of the tract map. Under the current Subdivision Park Fee rate, VTT-82227-CN owes Two Million, Eight Hundred Twelve Thousand, Four Hundred Ninety Eight Dollars (\$2,812,498.00) for 169 market rate units. If the fee is not paid by July 1, 2023, the fee will be subject to recalculation.

The owner of VTT-82227-CN submitted a request for recreation credit for privately accessible recreational amenities and publicly accessible recreational amenities.

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This Report will discuss the publicly accessible recreational amenities while a separate board report will discuss the privately accessible recreational amenities. The Project is providing a total of 13,942 square feet in excess open space, which is split between the proposed publicly and privately accessible recreational areas.

The proposed publicly accessible recreational amenities will include an 8,351 square foot ground level public plaza.

Per LAMC 12.33 H.2, the following requirements must be met in order to be eligible for publicly accessible recreation credit:

- Each facility is available for use by all the residents of the residential development.
- 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.
- 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.
- Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks.
- The private ownership and maintenance of the facilities shall be adequately provided for by written agreements.
- 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.
- 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.

The following areas are not eligible for recreation credit:

- Yards, court areas, setbacks and other open space areas that are required to be maintained by the City's Municipal Code, specific plan or any other planning document are not eligible for credit.
- 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 LAMC Section 12.21.

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LAMC 12.33 H.2.d states, "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 RSMeans Building Construction Cost Data or similar."

RAP staff reviewed and confirmed the value of the ground floor public plaza using RSMeans Building Construction Cost 2022 data, as provided by the owner. The value of the public plaza per RSMeans Building Construction Cost 2022 is Nine Hundred Ninety Thousand Four Hundred Eighty Dollars and Ninety Eight Cents (\$990,480.98).

The C&A and O&M agreements, as shown in Attachment 1, requires that the public plaza be available to all the residents of the development and the public without discrimination for the life of the Project and that the area be maintained and operable with the guidelines set forth in the O&M Agreement. The public plaza will be open to the public from sunrise to sunset.

Upon approval of this Report, the C&A and O&M will be forwarded to the Los Angeles City Council for consideration and approval. Following the necessary approvals, the C&A and O&M can be executed by RAP. Once the C&A and required attachments are recorded with the Los Angeles County Assessor's Office, then the Project will be credited Nine Hundred Ninety Thousand, Four Hundred Eighty Dollars and Ninety Eight Cents (\$990,480.98) in Park Fee recreation credit for the publicly accessible recreation amenities.

Should the related and separate board report for the privately accessible recreational credit be approved, the Project will also receive an additional Nine Hundred Eighty Four Thousand, Three Hundred Seventy Four Dollars and Thirty Cents (\$984,374.30) in Park Fee recreation credit.

See below the estimated Park Fee calculation for VTT-82227-CN under the current Subdivision Fee rate:

New Dwelling Unit	179
Exempt Units (-)	9
Net Non-Exempt Dwelling Units	169
Fee per Non-Exempt Dwelling Unit	\$ 16,642.00
SUB TOTAL	\$ 2,812,498.00
Credit for Privately Accessible Recreation Credit (-)	\$ (\$984,374.30)
Credit for Publicly Accessible Recreation Credit (-)	\$ (\$990,480.98)
<hr/>	
TOTAL FEE TO BE PAID	\$ 837,642.72

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If the Project does not pay the required fee prior to July 1, 2023, then the fee will be subject to recalculation. The clearance of RAP's map condition can only be issued upon receipt of all the necessary recorded C&As and the required Park Fee.

Should the owner default on any of the provisions set forth in the C&A or O&M, RAP Staff will notify the owner and provide an opportunity to cure. Should the owner fail to cure within the specified time period, then RAP will demand payment of the entire credited amount and the aforementioned agreements will be terminated.

ENVIRONMENTAL IMPACT

On September 19, 2019 the City of Los Angeles City Planning Commission found that the 942 North Broadway Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21155.1 (Sustainable Communities). Staff finds that the acceptance of the C&A and O&M agreements proposed in this Report, does not cause any direct or indirect physical change in the environment that has not been previously evaluated. Therefore, no CEQA action is necessary.

FISCAL IMPACT

The approval of this Report will have no fiscal impact on RAP's General Fund. Any costs for the implementation and enforcement of this Report and the agreements are anticipated to be paid for by the Park Fees Admin Account.

The costs of the construction of the public plaza and future operation and maintenance costs for the area shall be borne by the owner of VTT-82227-CN.

RAP maintenance advised that the annual maintenance cost of Robert F. Kennedy Inspiration Park, which is similar to the proposed public plaza, is approximately \$38,500. Robert F. Kennedy Inspiration Park is a 0.43-acre facility located at 3400 Wilshire Boulevard that provides landscaping and seating. While Robert F. Kennedy Inspiration Park is larger than the proposed 0.19-acre public plaza provided by VTT-82227-CN, it provides similar recreational amenities.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

Result: The publicly accessible area will provide recreational amenities to the residents of the development and will reduce the impact on the existing park system.

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This Report was prepared by Meghan Luera, Senior Management Analyst I, Planning, Maintenance and Construction Branch.

Attachments

1) Attachment 1 – Covenant and Agreement Regarding Park and Recreational Facilities and Publicly Accessible Park and Recreational Facility Operation and Maintenance Agreement

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, TF Broadway LP, a Delaware limited partnership, ("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 942 North Broadway 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 \$990,480.98 (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: VTT-82227-CN) (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 8,351 square feet (collectively, the "Publicly-Accessible Park Facilities"), at the Property in accordance with the plans marked as Area 1 and the specifications set forth in the recreation credit cost estimate sheet marked as Sheet 01, each of which are attached hereto as **Exhibit B** and by this reference incorporated herein (collectively, the "Publicly-Accessible Park Plans").
2. 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.
3. 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.
4. The use of the Publicly-Accessible Park Facilities shall be restricted to park and recreational purposes only.
5. 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 seven days a week.

- 6. 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 conformance with the City's Privately Owned Public Spaces signage templates by this reference incorporated herein (the "Signage Plans"). All sign designs and initial Signage Plans along with any changes to the Signage Plans shall require the prior written approval of the Department.

In the event the Publicly-Accessible Park Facilities is not maintained or operated in accordance with the Maintenance Agreement or reporting requirement set forth in Section 3 are not met, City shall have the right to demand payment of the Publicly-Accessible Park Fee Credit in their entirety. 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.

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. VTT-82227-
CN COND NO. 43**

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]

EXHIBIT A

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 7 OF THE BROADWAY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; AND OF THE CAPITOL MILLS TRACT, AS PER MAP RECORDED IN BOOK 3 PAGE 68 OF SAID MAP RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 7, NORTH 22 DEGREES 51 MINUTES 30 SECONDS EAST 62.27 FEET; THENCE SOUTH 67 DEGREES 23 MINUTES 30 SECONDS EAST 165.21 FEET TO THE AGREEMENT LINE DESCRIBED IN BOOK 6225 PAGE 162 OF DEEDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID AGREEMENT LINE, SOUTH 4 DEGREES 37 MINUTES 15 SECONDS WEST 9.92 FEET AND SOUTH 0 DEGREES 45 MINUTES 30 SECONDS WEST 56.81 FEET TO THE SOUTHEASTERLY PROLONGATION OF THE MOST SOUTHWESTERLY LINE OF SAID LOT 7; THENCE TO AND ALONG SAID LOT LINE, NORTH 67 DEGREES 23 MINUTES 30 SECONDS WEST 189.74 FEET TO THE POINT OF BEGINNING.

EXCEPTING AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBONS OF EVERY KIND AND NATURE CONTAINED IN, UNDER OR UPON SAID LAND, AS RESERVED BY CONSOLIDATED STEEL CORPORATION, LTD., A CORPORATION, BY DEED RECORDED OCTOBER 8, 1943 IN BOOK 20295 PAGE 325, OFFICIAL RECORDS.

ALSO EXCEPTING AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSIT, OIL, GAS AND OTHER HYDROCARBONS OF EVERY KIND AND NATURE CONTAINED IN, UNDER OR UPON SAID LAND, AS EXCEPTED IN DEED RECORDED FEBRUARY 26, 1954 AS INSTRUMENT NO. 4454.

PARCEL 2:

THOSE PORTIONS OF LOTS 7, 8 AND 9 OF THE BROADWAY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; AND OF THE CAPITOL MILLS TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 3 PAGE 68 OF MAP RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 7, DISTANT NORTH 22 DEGREES 51 MINUTES 30 SECONDS EAST 62.27 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOTS 7 AND 8, NORTH 22 DEGREES 51 MINUTES 30 SECONDS EAST 62.27 FEET; THENCE SOUTH 67 DEGREES 23 MINUTES 30 SECONDS EAST 155.18 FEET TO THE AGREEMENT LINE DESCRIBED IN BOOK

6225 PAGE 162 OF DEEDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID AGREEMENT LINE, SOUTH 17 DEGREES 04 MINUTES 15 SECONDS WEST 40.39 FEET; SOUTH 12 DEGREES 46 MINUTES 15 SECONDS WEST 8.81 FEET AND SOUTH 4 DEGREES 47 MINUTES 15 SECONDS WEST 14.08 FEET TO A LINE BEARING SOUTH 67 DEGREES 23 MINUTES 30 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE ALONG SAID LINE, NORTH 67 DEGREES 23 MINUTES 30 SECONDS WEST 165.21 FEET TO THE POINT OF BEGINNING.

EXCEPTING AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBONS OF EVERY KIND AND NATURE CONTAINED IN, UNDER OR UPON SAID LAND, AS RESERVED BY CONSOLIDATED STEEL CORPORATION, LTD., A CORPORATION, BY DEED RECORDED OCTOBER 8, 1943 IN BOOK 20295 PAGE 325, OFFICIAL RECORDS.

PARCEL 3:

THOSE PORTIONS OF LOTS 8, 9 AND 10 OF THE BROADWAY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; AND OF THE CAPITOL MILLS TRACT, IN SAID CITY, AS PER MAP RECORDED IN BOOK 3 PAGE 68 OF SAID MAP RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 8, DISTANT NORTH 22 DEGREES 51 MINUTES 30 SECONDS EAST 124.54 FEET FROM THE MOST WESTERLY CORNER OF LOT 7 OF SAID BROADWAY TRACT; THENCE SOUTH 67 DEGREES 23 MINUTES 30 SECONDS EAST 155.18 FEET TO THE AGREEMENT LINE DESCRIBED IN BOOK 6225 PAGE 162 OF DEEDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID AGREEMENT LINE, NORTH 17 DEGREES 14 MINUTES 15 SECONDS EAST 9.59 FEET, NORTH 27 DEGREES 41 MINUTES 15 SECONDS EAST 32.32 FEET; SOUTH 62 DEGREES 20 MINUTES EAST 0.68 FEET AND NORTH 27 DEGREES 40 MINUTES EAST 6.20 FEET TO THE NORTH LINE OF SAID LOT 9; THENCE ALONG SAID NORTH LINE, NORTH 67 DEGREES 39 MINUTES WEST 21.95 FEET TO THE EAST LINE OF SAID LOT 10; THENCE NORTH 61 DEGREES 15 MINUTES 09 SECONDS WEST 136.97 FEET TO THE SOUTHEASTERLY LINE OF NORTH BROADWAY; THENCE SOUTH 22 DEGREES 51 MINUTES 30 SECONDS WEST 62.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBONS OF EVERY KIND AND NATURE CONTAINED IN, UNDER OR UPON SAID LAND, AS RESERVED BY CONSOLIDATED STEEL CORPORATION, LTD., A CORPORATION, BY DEED RECORDED OCTOBER 8, 1943 IN BOOK 20295 PAGE 325, OFFICIAL RECORDS.

APN: 5414-013-014

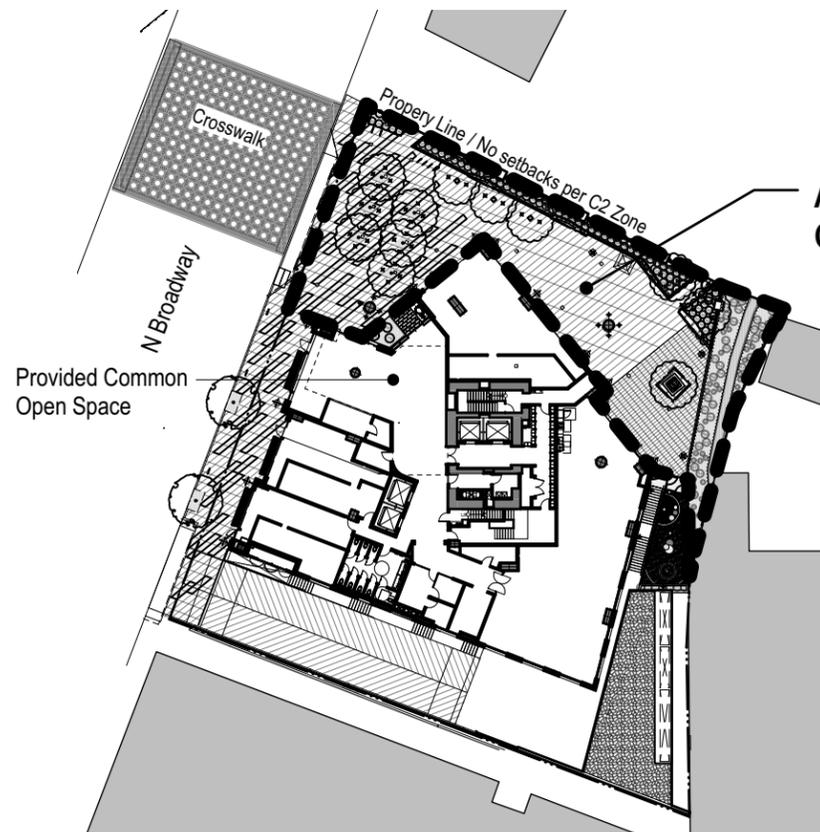
Exhibit B

Publicly-Accessible Park Plans

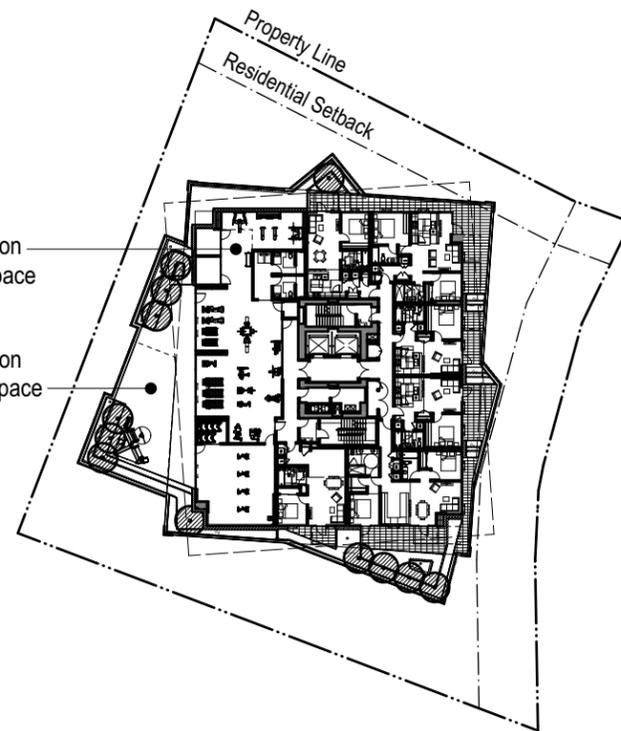
[see attached]

**LAMC 12.33, Section H
Recreation Credit Summary Table Project Overview**

CASE NUMBER: VTT-82227-CN			
SUMMARY TABLE		SHEET 01	
Area	Description	Sheet #	Credit Amount
			Publicly accessible parks & rec facilities
Area 1	Ground Floor - Public Plaza	03	\$ 990,480.98
	Subtotal		\$ 990,480.98
Recreation Credit Total			\$ 990,480.98



AREA 1
Ground Floor - Public Plaza

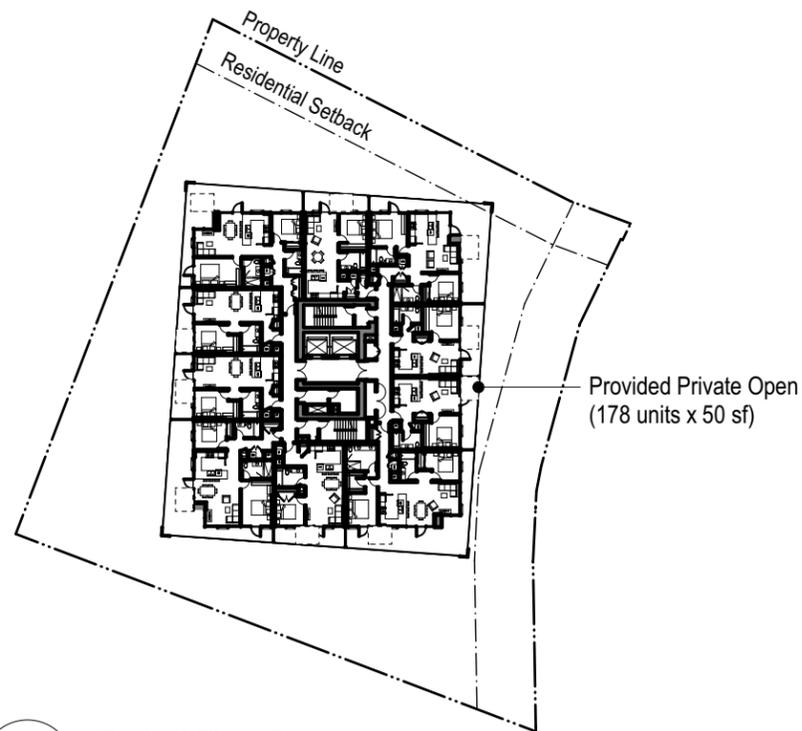


Provided Common Interior Open Space 2,499 SF

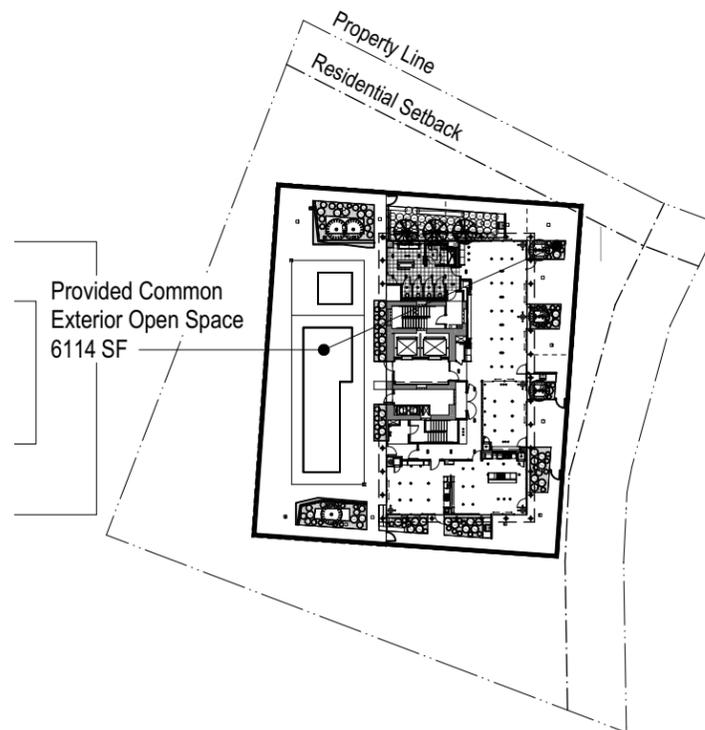
Provided Common Exterior Open Space 1043 SF

2 L4 Fitness Amenity - Overall Plan

1 Ground - Overall Plan
See Sheet 04



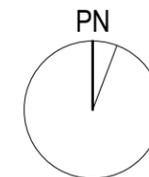
3 Typical Floor Plan



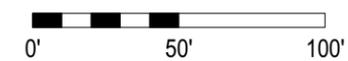
Provided Common Exterior Open Space 6114 SF

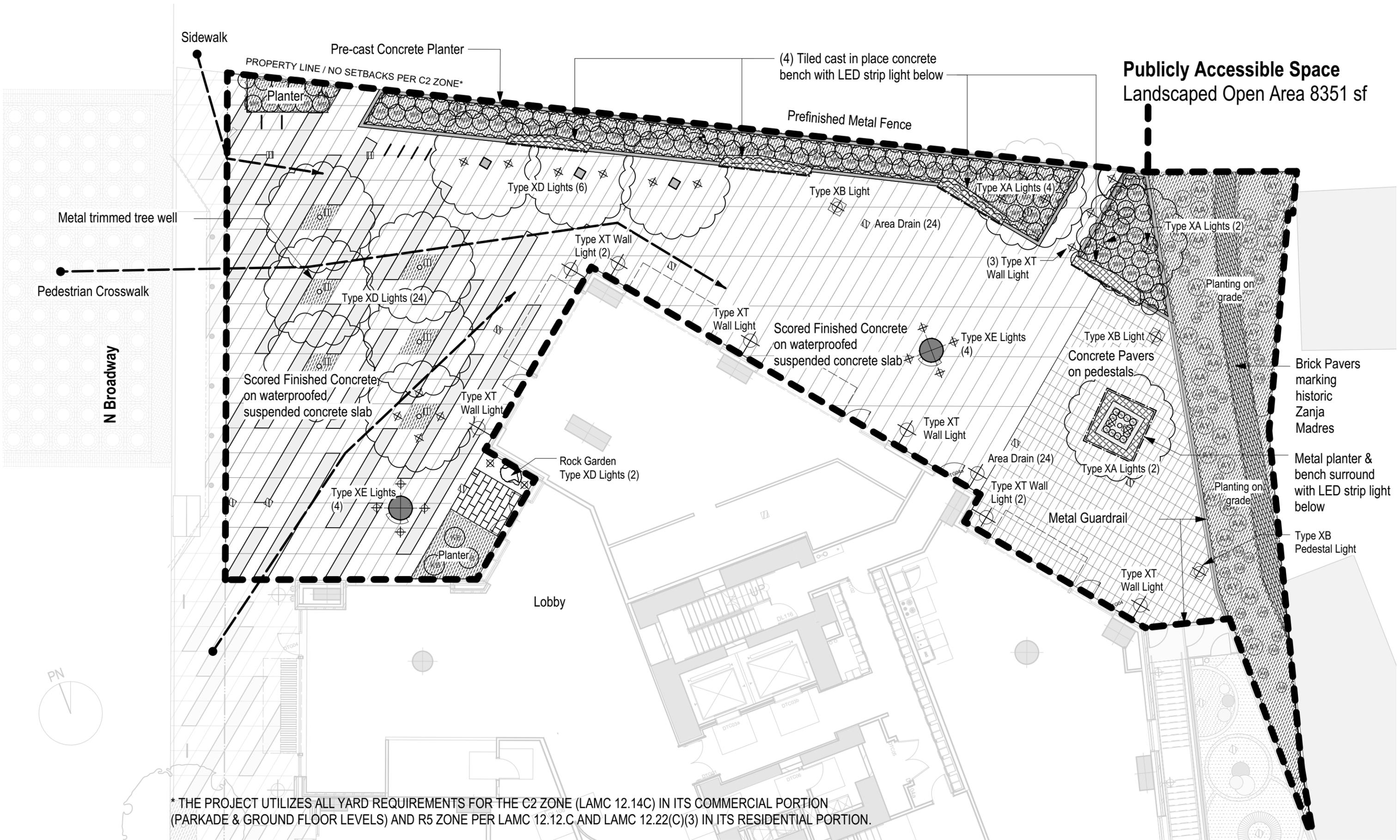
4 L23 Rooftop Amenity - Overall Plan
See Sheet 05

* THE PROJECT UTILIZES ALL YARD REQUIREMENTS FOR THE C2 ZONE (LAMC 12.14C) IN ITS COMMERCIAL PORTION (PARKADE & GROUND FLOOR LEVELS) AND R5 ZONE PER LAMC 12.12.C AND LAMC 12.22(C)(3) IN ITS RESIDENTIAL PORTION.



OPEN SPACE	
TOTAL REQUIRED OPEN SPACE	19,952 SF
TOTAL PROVIDED OPEN SPACE	33,839 SF
EXCESS OPEN SPACE FOR REC CREDIT	13,887 SF





* THE PROJECT UTILIZES ALL YARD REQUIREMENTS FOR THE C2 ZONE (LAMC 12.14C) IN ITS COMMERCIAL PORTION (PARKADE & GROUND FLOOR LEVELS) AND R5 ZONE PER LAMC 12.12.C AND LAMC 12.22(C)(3) IN ITS RESIDENTIAL PORTION.

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
03 11 1385 7860	C.I.P. concrete forms, walls, modular prefabricated plywood, to 8' high, includes erecting, bracing, stripping and cleaning	4258	sfca	\$ 5,961.20	\$ 14,008.82	\$ -	
03 30 5340 2150	Structural concrete, in place, elevated slab (4000 psi), flat plate, 125 psf superimposed load, 25' span, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	687	cy	\$ 257,625.00	\$ 161,445.00	\$ 10,820.25	
Division 3	Subtotal			\$ 263,586.20	\$ 175,453.82	\$ 10,820.25	\$ 449,860.27
051223650300	Steel plate, structural, for connections & stiffeners, 3/8" T, shop fabricated, incl shop primer	115	SF	\$ 2,875.00	\$ -	\$ -	
057323500700	Railing, ornamental, composite metal and wood or glass, 3'-6" high, posts @ 6' OC, hand assembled, fancy	72.6	LF	\$ 20,836.20	\$ 5,989.50	\$ -	
Division 05	Subtotal			\$ 23,711.20	\$ 5,989.50	\$ -	\$ 29,700.70
07 12 1320 0300	Membrane Waterproofing, on slabs, felt 2 ply	6872	sf	\$ 5,566.32	\$ 7,146.88	\$ 1,511.84	
07 22 1610 1966	Roof deck insulation, extruded polystyrene, 4" thick, R20, 60 psi compressive strength, fastening excluded	5769	sf	\$ 24,460.56	\$ 1,846.08	\$ -	
07 76 1610 1700	Roof pavers and supports, support pedestal, PVC legs, 4" diameter, SDR 35	2423	in.	\$ 436.14	\$ 314.99	\$ -	
Division 7	Subtotal			\$ 30,463.02	\$ 9,307.95	\$ 1,511.84	\$ 41,282.81
09 63 1310 0590	Brick flooring, pavers, ironspot, 4" x 8" x 2-1/4" thick	200	SF	\$ 4,500.00	\$ 1,780.00	\$ -	
Division 9	Subtotal			\$ 4,500.00	\$ 1,780.00	\$ -	\$ 6,280.00
221113740180	Pipe, plastic, fiberglass, filament wound, general service, 10" diameter, includes couplings 10' OC, and hangers 3 per 10'	241	LF	\$ 29,161.00	\$ 9,158.00	\$ -	
22 14 2616 5000	Drain, scupper floor, oblique strainer, cast iron, 6" x 7" top, 2", 3" and 4" pipe size	24	ea	\$ 10,920.00	\$ 1,512.00	\$ -	
Division 22	Subtotal			\$ 40,081.00	\$ 10,670.00	\$ -	\$ 50,751.00
260923100650	Lighting devices, photoelectric control, S.P.D.T., 208 V/277 V	1	Ea.	\$ 201.00	\$ 88.50	\$ -	
265113550160	Interior LED fixtures, downlight, cylinder, 10 watts, incl lamps, mounting hardware and connections	8	Ea.	\$ 504.00	\$ 528.00	\$ -	
265113553000	Interior LED fixtures, linear, suspended mounted, 37 watt, one light bar 4' long, incl lamps, mounting hardware and connections	21	Ea.	\$ 3,843.00	\$ 1,659.00	\$ -	
265623550110	Exterior LED fixture, wall mounted, indoor/outdoor, 32 watt, incl lamps	10	Ea.	\$ 4,100.00	\$ 530.00	\$ -	
265626200170	Landscape fixtures, low voltage, recessed uplight, incl conduit, wire, trench	32	Ea.	\$ 14,880.00	\$ 7,712.00	\$ -	
265626500100	Landscape LED Fixtures, 12 volt alum bullet hooded-BLK	8	Ea.	\$ 296.00	\$ 848.00	\$ -	

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
265633106800	Bollard light, exterior, w/ polycarbonate lens, metal halide, 175 watt, 42" high, incl ballast and lamp	3	Ea.	\$ 3,075.00	\$ 531.00	\$ -	
Division 26	Subtotal			\$ 26,899.00	\$ 11,896.50	\$ -	\$ 38,795.50
282313102400	Closed circuit television system (CCTV), industrial quality, one station (camera & monitor)	1	ea	\$ 1,550.00	\$ 405.00	\$ -	
282313102800	Closed circuit television system (CCTV), industrial quality, for weatherproof camera station, add	1	ea	\$ 480.00	\$ 405.00	\$ -	
Division 28	Subtotal			\$ 2,030.00	\$ 810.00	\$ -	\$ 2,840.00
320190130100	Fertilizing, dry granular, 4 lb./M.S.F., hand spread	1.58	M.S.F.	\$ 4.53	\$ 24.02	\$ -	
320190130190	Fertilizing, add for weed control	1.58	M.S.F.	\$ 0.60	\$ -	\$ -	
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	5412	S.F.	\$ 15,586.56	\$ 11,202.84	\$ -	
320610100980	Sidewalks, driveways, and patios, tree grate, cast iron, with frame, 2-piece, 5' square, excludes base	6	Ea.	\$ 7,650.00	\$ 285.00	\$ 78.90	
320610101050	Sidewalks, driveways, and patios, sidewalk, crushed stone, bluestone, 1" thick, excludes base	105	S.F.	\$ 21.00	\$ 45.15	\$ -	
320610102300	Sidewalks, driveways, and patios, sidewalk, tile, thinset pavers, 3/8" thick, excludes base	112	S.F.	\$ 560.00	\$ 299.04	\$ -	
321413160720	Precast concrete unit paving slabs, patio block, colors, 16" x 16", 2-3/8" thick	1077	S.F.	\$ 19,170.60	\$ 2,574.03	\$ -	
323119106500	Decorative metal fences and gates, tubular picket, steel, gates, 6' high, 4' wide, includes excavation	29	Ea.	\$ 10,295.00	\$ 3,219.00	\$ -	
323333100700	Planters, Fiberglass, 48" side, 36" high	1	Ea.	\$ 780.00	\$ 48.50	\$ -	
328413100150	Subsurface drip irrigation, looped grid, pressure compensating, preinserted emitter, line, hand bury, irregular area, medium, hand bury	250	L.F.	\$ 72.50	\$ 197.50	\$ -	
328413100850	Subsurface drip irrigation, supply tubing, material only, 1/2", 100' coil	250	L.F.	\$ 35.00	\$ -	\$ -	
328413101100	Subsurface drip irrigation, flush risers	12	Ea.	\$ 57.00	\$ 94.20	\$ -	
328413101400	Subsurface drip irrigation, air relief valve, inline with compensation tee, 1/2"	12	Ea.	\$ 226.20	\$ 125.40	\$ -	
328413101500	Subsurface drip irrigation, round box for flush ends, 6"	12	Ea.	\$ 107.40	\$ 188.40	\$ -	
328413101600	Subsurface drip irrigation, screen filter, 3/4" screen	12	Ea.	\$ 123.60	\$ 474.00	\$ -	
328413102680	Subsurface drip irrigation, install PVC or hose bib to PE drip adapter fitting	12	Ea.	\$ 23.04	\$ 141.60	\$ -	
328413102700	Subsurface drip irrigation, install four zone control module	1	Ea.	\$ 56.50	\$ 118.00	\$ -	
328423101380	Underground sprinklers irrigation system, for lawns, controller valve boxes, 12" square box, excludes piping, excavation and backfill	1	Ea.	\$ 47.50	\$ 96.50	\$ -	
329113160100	Soil preparation, mulching, aged barks, 3" deep, hand spread	170	S.Y.	\$ 744.60	\$ 620.50	\$ -	
329113161050	Soil preparation, mulching, filter fabric weed barrier	170	S.Y.	\$ 144.50	\$ 61.20	\$ -	

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
329113262000	Planting beds preparation, mix planting soil, by hand, includes loam, manure, peat	182	C.Y.	\$ 6,461.00	\$ 2,211.30	\$ -	
329313402930	Ornamental grasses, festuca cineria "Sea Urchin", (Sea Urchin Blue Fescue), container, zone 6, 2 gallon	20	Ea.	\$ 332.00	\$ -	\$ -	
329343407903	Conifer trees, taxus cuspidata capitata, (Upright Japanese Yew), container/B&B, zone 4, 2' to 2-1/2'	51	Ea.	\$ 4,539.00	\$ -	\$ -	
329413200850	Landscape edging, steel edge strips, 3/16" x 4", incl. stakes	58	L.F.	\$ 257.52	\$ 165.30	\$ -	
Division 32	Subtotal			\$ 67,295.65	\$ 22,191.48	\$ 78.90	\$ 89,566.03
33 41 2319 0170	Geotextile subsurface drainage filtration, fabric ply bonded to 3-dimensional nylon mat, ideal conditions, 0.4" thk	7320	SF	\$ 1,610.40	\$ 2,635.20	\$ -	
Division 33	Subtotal			\$ 1,610.40	\$ 2,635.20	\$ -	\$ 4,245.60
(Cost based on National Average - RS Means 2022)				\$ 460,176.47	\$ 240,734.45	\$ 12,410.99	\$ 713,321.91
Sales Tax 9.5%				\$ 43,716.76		\$ 1,179.04	\$ 44,895.80
Estimated Subtotal							\$ 758,217.71
Los Angeles City Index / 100						1.132	\$ 100,084.73
Adjusted Cost (Los Angeles)							\$ 858,302.44
				Architectural Fees (01 11 31.10 0060)	4.9%	\$	42,056.81
				Construction Management (01 11 31.20 0350)	4.0%	\$	34,332.09
				Permit (01 41 26.50 0100)	2.0%	\$	17,166.04
				Engineering Fees (01 11 31.30 0800)	2.5%	\$	21,457.56
				Grading (if applicable)	2.0%	N/A	
				Survey	2.0%	\$	17,166.04
GRAND TOTAL							\$ 990,480.98

Exhibit C

Maintenance Agreement

[see attached]

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 _____, 2022, by and between TF Broadway LP (“the **Owner**”), and THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the BOARD OF RECREATION AND PARK COMMISSIONERS (the “**City**”).

The Owner is the owner of that certain real property (“**Site**”) located at the 942 North Broadway Street in the City of Los Angeles, State of California.

A condition of Vesting Tentative Tract Map (VTT) No. 82227 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 \$2,812,498.00 (“**Park Fees**”),

The Owner 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-82227 received \$990,480.98 in recreation credit for the POPS towards the Owner’s Park Fees consistent with the provisions of LAMC §§ 12.33 H.2. Pursuant to LAMC §§ 12.33 H.2.f.1 the Owner and RAP have entered into this Agreement whereby Owner 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. The Owner (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 “**Owner**”) shall cause the POPS to be open and accessible to the public and maintained and operated in a clean and safe condition. The Owner 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 the Owner, 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 the Owner, and the signage shall include the 24-hour emergency telephone number of the Owner's representative; and,

(3) The Owner 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 personably 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 Owner 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. 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 the Owner 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. 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.

P. Other Equipment:

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

Q. 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 Owner's Reporting Obligations.

1. Initial Report: Not later than six months following the issuance of Certificate of Occupancy for the Development, the Owner shall prepare an initial report to City regarding use of the POPS by the public and confirming satisfaction of the Owner'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 Owner shall provide an annual report due on August 1st, which shall cover the reporting period of July 1st to June 30th. The Owner shall prepare an annual report to City regarding use of the POPS by the public and confirming satisfaction of the Owner'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 the Owner, as necessary. The Owner'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, the Owner 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 Owner'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 Owner, 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, the Owner 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. The Owner 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. The Owner 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.

The Owner 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 the Owner sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to the Owner.

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

Notwithstanding anything to the contrary in this Agreement, the Owner's failure to procure and maintain the required insurance shall constitute a material default of this Agreement under which CITY may either (i) provide the Owner 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 the Owner'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 the Owner.

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 the Owner 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 Owner 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 the Owner, 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

Owner: TF Broadway LP
c/o Townline
1212 – 450 SW Marine Drive
Vancouver, BC V5X 0C3
Attn: Chris Colbeck, President
Telephone: 604 327-8760
Email: Chris.Colbeck@townline.com

With copies to: TF Broadway LP
c/o Townline
1212 – 450 SW Marine Drive
Vancouver, BC V5X 0C3
Attn: Kelly Hannah, Property Management
Telephone: 604 327-8760
Email: Kelly.Hannah@townline.com

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.

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: _____

“OWNER”

TF Broadway LP Limited Partnership,
A Delaware limited partnership

By: TF Broadway GP, LLC,
A Colorado limited liability company
Its: Sole General Partner

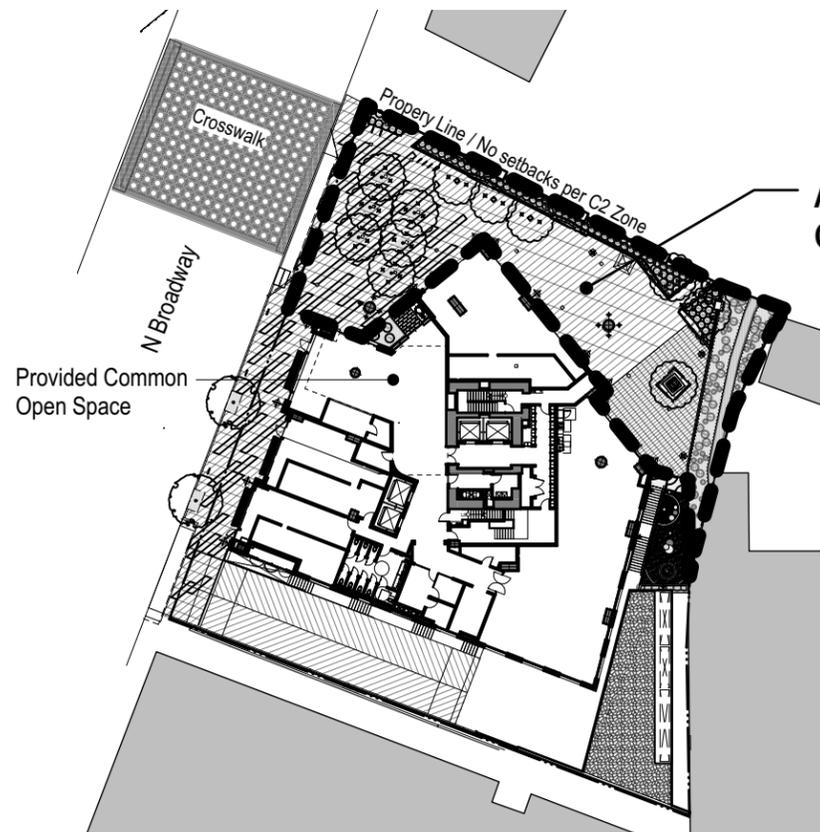
By: _____
CHASE PENSE
Its: Authorized Signatory

EXHIBIT "C.1"

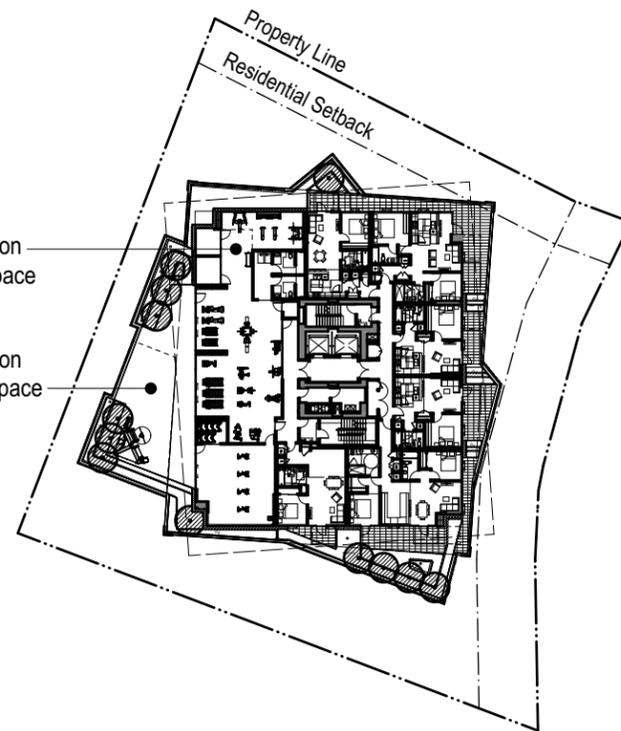
DEPICTION OF POPS

**LAMC 12.33, Section H
Recreation Credit Summary Table Project Overview**

CASE NUMBER: VTT-82227-CN			
SUMMARY TABLE		SHEET 01	
Area	Description	Sheet #	Credit Amount
			Publicly accessible parks & rec facilities
Area 1	Ground Floor - Public Plaza	03	\$ 990,480.98
	Subtotal		\$ 990,480.98
Recreation Credit Total			\$ 990,480.98



AREA 1
Ground Floor - Public Plaza

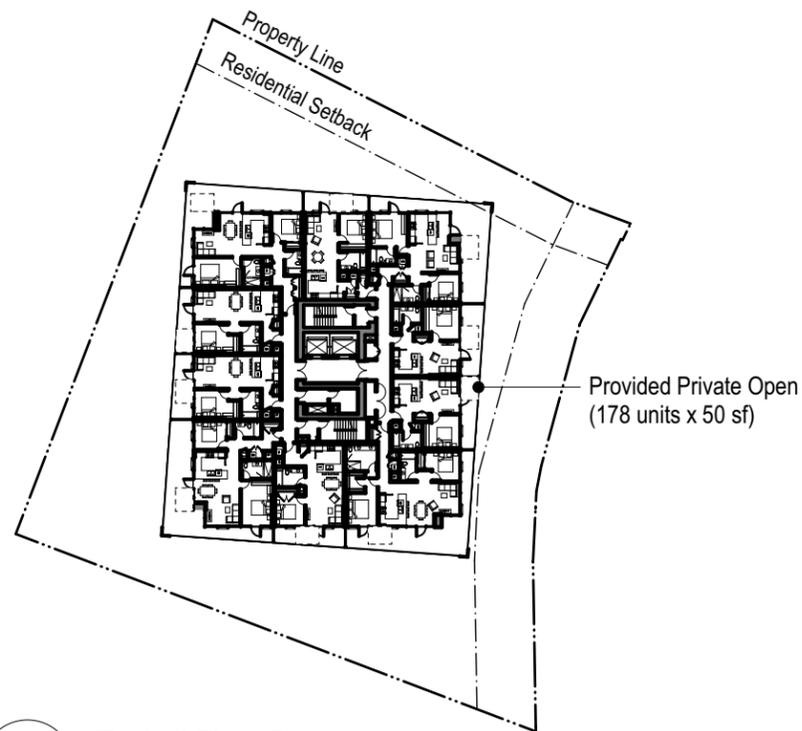


Provided Common Interior Open Space 2,499 SF

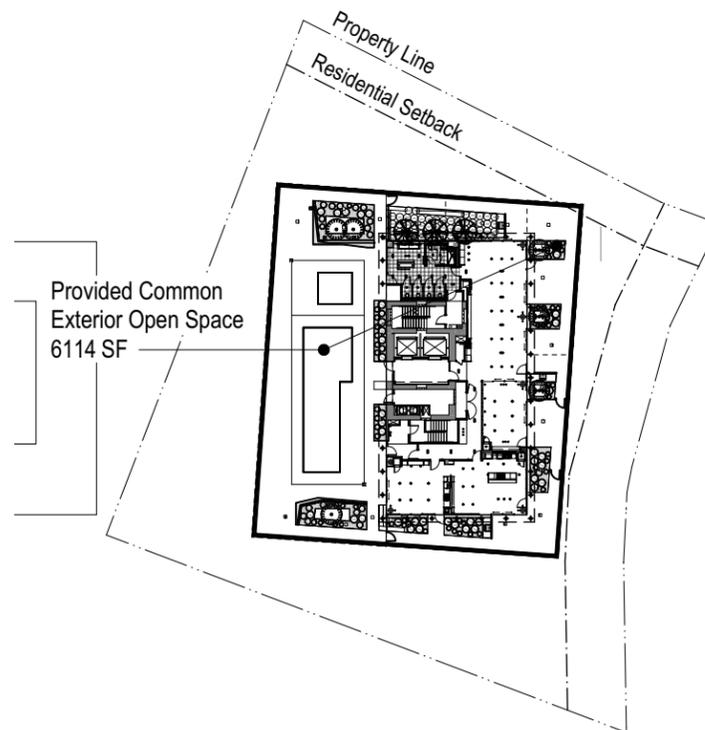
Provided Common Exterior Open Space 1043 SF

2 L4 Fitness Amenity - Overall Plan

1 Ground - Overall Plan
See Sheet 04



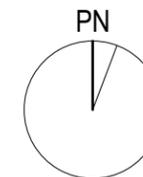
3 Typical Floor Plan



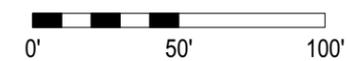
Provided Common Exterior Open Space 6114 SF

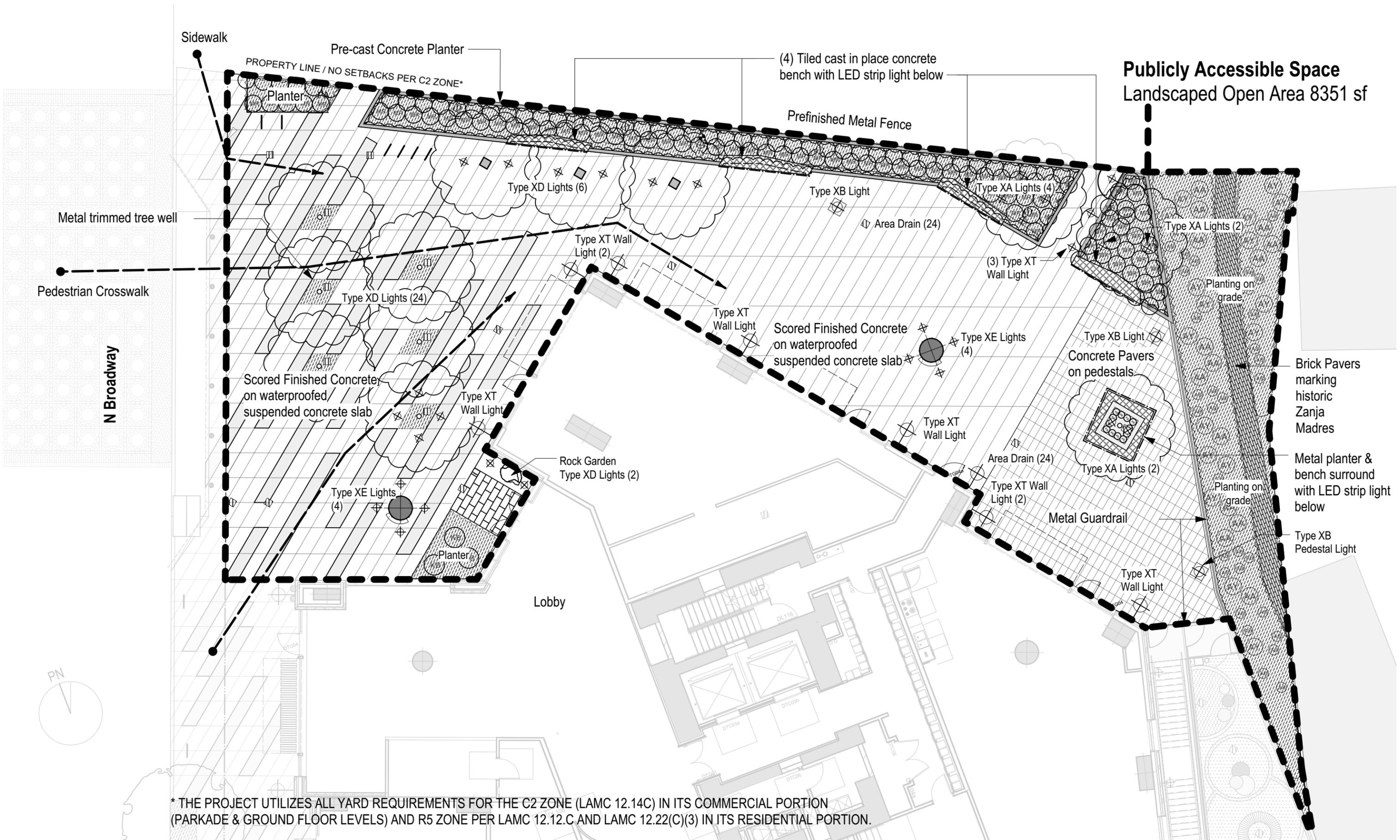
4 L23 Rooftop Amenity - Overall Plan
See Sheet 05

* THE PROJECT UTILIZES ALL YARD REQUIREMENTS FOR THE C2 ZONE (LAMC 12.14C) IN ITS COMMERCIAL PORTION (PARKADE & GROUND FLOOR LEVELS) AND R5 ZONE PER LAMC 12.12.C AND LAMC 12.22(C)(3) IN ITS RESIDENTIAL PORTION.



OPEN SPACE	
TOTAL REQUIRED OPEN SPACE	19,952 SF
TOTAL PROVIDED OPEN SPACE	33,839 SF
EXCESS OPEN SPACE FOR REC CREDIT	13,887 SF





Publicly Accessible Space
 Landscaped Open Area 8351 sf

* THE PROJECT UTILIZES ALL YARD REQUIREMENTS FOR THE C2 ZONE (LAMC 12.14C) IN ITS COMMERCIAL PORTION (PARKADE & GROUND FLOOR LEVELS) AND R5 ZONE PER LAMC 12.12.C AND LAMC 12.22(C)(3) IN ITS RESIDENTIAL PORTION.

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
03 11 1385 7860	C.I.P. concrete forms, walls, modular prefabricated plywood, to 8' high, includes erecting, bracing, stripping and cleaning	4258	sfca	\$ 5,961.20	\$ 14,008.82	\$ -	
03 30 5340 2150	Structural concrete, in place, elevated slab (4000 psi), flat plate, 125 psf superimposed load, 25' span, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	687	cy	\$ 257,625.00	\$ 161,445.00	\$ 10,820.25	
Division 3	Subtotal			\$ 263,586.20	\$ 175,453.82	\$ 10,820.25	\$ 449,860.27
051223650300	Steel plate, structural, for connections & stiffeners, 3/8" T, shop fabricated, incl shop primer	115	SF	\$ 2,875.00	\$ -	\$ -	
057323500700	Railing, ornamental, composite metal and wood or glass, 3'-6" high, posts @ 6' OC, hand assembled, fancy	72.6	LF	\$ 20,836.20	\$ 5,989.50	\$ -	
Division 05	Subtotal			\$ 23,711.20	\$ 5,989.50	\$ -	\$ 29,700.70
07 12 1320 0300	Membrane Waterproofing, on slabs, felt 2 ply	6872	sf	\$ 5,566.32	\$ 7,146.88	\$ 1,511.84	
07 22 1610 1966	Roof deck insulation, extruded polystyrene, 4" thick, R20, 60 psi compressive strength, fastening excluded	5769	sf	\$ 24,460.56	\$ 1,846.08	\$ -	
07 76 1610 1700	Roof pavers and supports, support pedestal, PVC legs, 4" diameter, SDR 35	2423	in.	\$ 436.14	\$ 314.99	\$ -	
Division 7	Subtotal			\$ 30,463.02	\$ 9,307.95	\$ 1,511.84	\$ 41,282.81
09 63 1310 0590	Brick flooring, pavers, ironspot, 4" x 8" x 2-1/4" thick	200	SF	\$ 4,500.00	\$ 1,780.00	\$ -	
Division 9	Subtotal			\$ 4,500.00	\$ 1,780.00	\$ -	\$ 6,280.00
221113740180	Pipe, plastic, fiberglass, filament wound, general service, 10" diameter, includes couplings 10' OC, and hangers 3 per 10'	241	LF	\$ 29,161.00	\$ 9,158.00	\$ -	
22 14 2616 5000	Drain, scupper floor, oblique strainer, cast iron, 6" x 7" top, 2", 3" and 4" pipe size	24	ea	\$ 10,920.00	\$ 1,512.00	\$ -	
Division 22	Subtotal			\$ 40,081.00	\$ 10,670.00	\$ -	\$ 50,751.00
260923100650	Lighting devices, photoelectric control, S.P.D.T., 208 V/277 V	1	Ea.	\$ 201.00	\$ 88.50	\$ -	
265113550160	Interior LED fixtures, downlight, cylinder, 10 watts, incl lamps, mounting hardware and connections	8	Ea.	\$ 504.00	\$ 528.00	\$ -	
265113553000	Interior LED fixtures, linear, suspended mounted, 37 watt, one light bar 4' long, incl lamps, mounting hardware and connections	21	Ea.	\$ 3,843.00	\$ 1,659.00	\$ -	
265623550110	Exterior LED fixture, wall mounted, indoor/outdoor, 32 watt, incl lamps	10	Ea.	\$ 4,100.00	\$ 530.00	\$ -	
265626200170	Landscape fixtures, low voltage, recessed uplight, incl conduit, wire, trench	32	Ea.	\$ 14,880.00	\$ 7,712.00	\$ -	
265626500100	Landscape LED Fixtures, 12 volt alum bullet hooded-BLK	8	Ea.	\$ 296.00	\$ 848.00	\$ -	

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
265633106800	Bollard light, exterior, w/ polycarbonate lens, metal halide, 175 watt, 42" high, incl ballast and lamp	3	Ea.	\$ 3,075.00	\$ 531.00	\$ -	
Division 26	Subtotal			\$ 26,899.00	\$ 11,896.50	\$ -	\$ 38,795.50
282313102400	Closed circuit television system (CCTV), industrial quality, one station (camera & monitor)	1	ea	\$ 1,550.00	\$ 405.00	\$ -	
282313102800	Closed circuit television system (CCTV), industrial quality, for weatherproof camera station, add	1	ea	\$ 480.00	\$ 405.00	\$ -	
Division 28	Subtotal			\$ 2,030.00	\$ 810.00	\$ -	\$ 2,840.00
320190130100	Fertilizing, dry granular, 4 lb./M.S.F., hand spread	1.58	M.S.F.	\$ 4.53	\$ 24.02	\$ -	
320190130190	Fertilizing, add for weed control	1.58	M.S.F.	\$ 0.60	\$ -	\$ -	
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	5412	S.F.	\$ 15,586.56	\$ 11,202.84	\$ -	
320610100980	Sidewalks, driveways, and patios, tree grate, cast iron, with frame, 2-piece, 5' square, excludes base	6	Ea.	\$ 7,650.00	\$ 285.00	\$ 78.90	
320610101050	Sidewalks, driveways, and patios, sidewalk, crushed stone, bluestone, 1" thick, excludes base	105	S.F.	\$ 21.00	\$ 45.15	\$ -	
320610102300	Sidewalks, driveways, and patios, sidewalk, tile, thinset pavers, 3/8" thick, excludes base	112	S.F.	\$ 560.00	\$ 299.04	\$ -	
321413160720	Precast concrete unit paving slabs, patio block, colors, 16" x 16", 2-3/8" thick	1077	S.F.	\$ 19,170.60	\$ 2,574.03	\$ -	
323119106500	Decorative metal fences and gates, tubular picket, steel, gates, 6' high, 4' wide, includes excavation	29	Ea.	\$ 10,295.00	\$ 3,219.00	\$ -	
323333100700	Planters, Fiberglass, 48" side, 36" high	1	Ea.	\$ 780.00	\$ 48.50	\$ -	
328413100150	Subsurface drip irrigation, looped grid, pressure compensating, preinserted emitter, line, hand bury, irregular area, medium, hand bury	250	L.F.	\$ 72.50	\$ 197.50	\$ -	
328413100850	Subsurface drip irrigation, supply tubing, material only, 1/2", 100' coil	250	L.F.	\$ 35.00	\$ -	\$ -	
328413101100	Subsurface drip irrigation, flush risers	12	Ea.	\$ 57.00	\$ 94.20	\$ -	
328413101400	Subsurface drip irrigation, air relief valve, inline with compensation tee, 1/2"	12	Ea.	\$ 226.20	\$ 125.40	\$ -	
328413101500	Subsurface drip irrigation, round box for flush ends, 6"	12	Ea.	\$ 107.40	\$ 188.40	\$ -	
328413101600	Subsurface drip irrigation, screen filter, 3/4" screen	12	Ea.	\$ 123.60	\$ 474.00	\$ -	
328413102680	Subsurface drip irrigation, install PVC or hose bib to PE drip adapter fitting	12	Ea.	\$ 23.04	\$ 141.60	\$ -	
328413102700	Subsurface drip irrigation, install four zone control module	1	Ea.	\$ 56.50	\$ 118.00	\$ -	
328423101380	Underground sprinklers irrigation system, for lawns, controller valve boxes, 12" square box, excludes piping, excavation and backfill	1	Ea.	\$ 47.50	\$ 96.50	\$ -	
329113160100	Soil preparation, mulching, aged barks, 3" deep, hand spread	170	S.Y.	\$ 744.60	\$ 620.50	\$ -	
329113161050	Soil preparation, mulching, filter fabric weed barrier	170	S.Y.	\$ 144.50	\$ 61.20	\$ -	

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
329113262000	Planting beds preparation, mix planting soil, by hand, includes loam, manure, peat	182	C.Y.	\$ 6,461.00	\$ 2,211.30	\$ -	
329313402930	Ornamental grasses, festuca cineria "Sea Urchin", (Sea Urchin Blue Fescue), container, zone 6, 2 gallon	20	Ea.	\$ 332.00	\$ -	\$ -	
329343407903	Conifer trees, taxus cuspidata capitata, (Upright Japanese Yew), container/B&B, zone 4, 2' to 2-1/2'	51	Ea.	\$ 4,539.00	\$ -	\$ -	
329413200850	Landscape edging, steel edge strips, 3/16" x 4", incl. stakes	58	L.F.	\$ 257.52	\$ 165.30	\$ -	
Division 32	Subtotal			\$ 67,295.65	\$ 22,191.48	\$ 78.90	\$ 89,566.03
33 41 2319 0170	Geotextile subsurface drainage filtration, fabric ply bonded to 3-dimensional nylon mat, ideal conditions, 0.4" thk	7320	SF	\$ 1,610.40	\$ 2,635.20	\$ -	
Division 33	Subtotal			\$ 1,610.40	\$ 2,635.20	\$ -	\$ 4,245.60
				(Cost based on National Average - RS Means 2022)	\$ 460,176.47	\$ 240,734.45	\$ 12,410.99
				Sales Tax 9.5%	\$ 43,716.76	\$ 1,179.04	\$ 44,895.80
				Estimated Subtotal			\$ 758,217.71
				Los Angeles City Index / 100		1.132	\$ 100,084.73
				Adjusted Cost (Los Angeles)			\$ 858,302.44
				Architectural Fees (01 11 31.10 0060)		4.9%	\$ 42,056.81
				Construction Management (01 11 31.20 0350)		4.0%	\$ 34,332.09
				Permit (01 41 26.50 0100)		2.0%	\$ 17,166.04
				Engineering Fees (01 11 31.30 0800)		2.5%	\$ 21,457.56
				Grading (if applicable)		2.0%	N/A
				Survey		2.0%	\$ 17,166.04
				GRAND TOTAL			\$ 990,480.98

EXHIBIT "C.2"

INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

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

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

____ **Crime Insurance**

Other:

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.