



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

January 17, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REALLOCATION OF QUIMBY FUNDS FOR
PARK PROJECTS IN PARK PLANNING AREA 35
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

The approval of the recommended actions will authorize the Director of Parks and Recreation to reallocate Park In-Lieu Fees (Quimby) Funds and execute a Park Development Agreement.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the reallocation of Park In-Lieu Fees Funds for Park Projects in Park Planning Area 35 and the Park Development Agreement not subject to the California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Section 15378 (b)(4) of the State CEQA Guidelines because the actions are government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.
2. Authorize the Director of Parks and Recreation, or his designee, as the agent of the County of Los Angeles, to reallocate Park In-Lieu Fees Funds of \$1,278,000, collected by the Department of Parks and Recreation from Park Planning Area 35 pursuant to California Government Code Section 66477 and the Los Angeles County Code Section 21.28.140, to fund the Plum Canyon Park Project (\$1,230,690), Val Verde New ADA Path of Travel Project (\$7,000) and Richard Rioux Park New Picnic Shelter Project (\$40,310).
3. Authorize the Director of Parks and Recreation, or his designee, to execute and, if necessary, amend a Park Development Agreement with Plum Canyon Master LLC, the developer of the Plum Canyon residential subdivision project, upon approval as to form by County Counsel, for the

development and construction of a public park that will be conveyed to the County upon completion at no cost to the County; and refund Quimby fees that were previously collected from the developer in the amount of \$1,230,690.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 30, 2015, the Board of Supervisors (Board) authorized the Director of Parks and Recreation (Director) to allocate Park In-Lieu (Quimby) Fees Funds totaling \$4,802,824 collected by the Department of Parks and Recreation (Department) to fund various projects, pursuant to California Government Code Section 66477 and the Los Angeles County Code Section 21.28.140. Of this total amount, \$1,278,000 of Quimby Fees collected from Park Planning Area 35 was allocated to the following projects: Richard Rioux Park New Picnic Area and Shelter (\$550,000); Val Verde New ADA Path of Travel (\$150,000); Jake Kuredjian New Play Areas and Shade (\$250,000); Del Valle Park New Picnic Area (\$185,000) and Castaic Sports Complex Replace DG Pathway (\$143,000).

On August 12, 2015, the Regional Planning Commission approved the Modification to Recorded Tract Map No. 46018, a residential subdivision known as Plum Canyon. One of the conditions of approval for the Plum Canyon project, which was originally approved by the Board of Supervisors on October 12, 1988, is the development and dedication of an approximately nine-acre public park to serve the residents of Plum Canyon. This is a modified version of a condition in the original approval, which allowed for dedication of unimproved land and funding sufficient for County to construct the park improvements. Accordingly, the developer previously paid Quimby fees in the amount of \$1,230,690 for the construction of the required park improvements. However, in order to meet the revised condition of developing and conveying a fully developed public park in Plum Canyon to the County, it is necessary for the Department to refund the Quimby fees that were previously collected from the developer. The County intends to enter into a Park Development Agreement with Plum Canyon Master LLC that details the refund the County will provide for park development and construction costs, in exchange for the County receiving a developed park (as opposed to unimproved land). The Park Development Agreement also requires that the public park improvements meet and comply with all applicable County standards.

Because the previous payment made by the developer in connection with the original Plum Canyon project became part of the available funding for Park Planning Area 35, the Board must authorize the Director to reallocate Quimby fees in the amount \$1,278,000 from the various projects approved by the Board on June 30, 2015, to the following projects: Plum Canyon Park Project (\$1,230,690), Val Verde New ADA Path of Travel Project (\$7,000) and Richard Rioux Park New Picnic Shelter Project (\$40,310). The Department is pursuing Proposition A funding to replace the Quimby funds that were previously committed to the projects that were replaced by the Plum Canyon Park Project.

Implementation of Strategic Plan Goals

The recommended actions further the Board approved County Strategic Plan Goal to Foster Vibrant and Resilient Communities (Goal II) by providing and improving park facilities in the Fifth Supervisorial District which helps to expand access to recreational opportunities and promote active and healthy lifestyles.

FISCAL IMPACT/FINANCING

Quimby Funds, in the amount of \$1,278,000, are currently deposited under Park Planning Area 35 within the Department's Park In-Lieu Fees Accumulated Capital Outlay Fund (J06). Sufficient

appropriation is available for the refund of \$1,230,690 to Plum Canyon Master LLC.

OPERATING BUDGET IMPACT

The recommendations do not have an impact on the Department's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to article 20128.5 of the Public Contracting Code, the Board's approval of work to be performed under the subject contracts is required.

ENVIRONMENTAL DOCUMENTATION

The reallocation of Park In-Lieu Fees Funds for Park Projects in Park Planning Area 35 and the Park Development Agreement are not subject to the California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Section 15378 (b)(4) of the State CEQA Guidelines because the actions are government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions will have no impact on any other projects or services in the Fifth Supervisorial District.

CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Projects Division, and to the Department of Parks and Recreation.

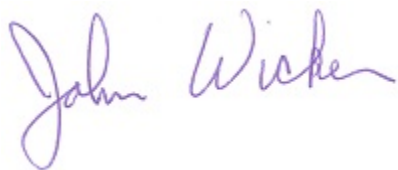
Should you have any questions, please contact: Clement Lau at (213) 351-5117 or clau@parks.lacounty.gov, Kathline King at (213) 351-5098 or kking@parks.lacounty.gov, Aram Pirjanian at (213) 738-2844 or apirjanian@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

1/17/2017

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Respectfully submitted,



JOHN WICKER

Director

JW:NEG:KK:CL

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Regional Planning

**LOS ANGELES COUNTY
DEPARTMENT OF PARKS AND RECREATION
AMENDED AND RESTATED PARK DEVELOPMENT AGREEMENT**

For Tract Map No.46018-11

THIS AGREEMENT, made and entered into on _____, 20_____, by and between the COUNTY OF LOS ANGELES acting by and through the Director of Parks and Recreation hereinafter called the **COUNTY** and Plum Canyon Master LLC, as successor in interest to Shapell-Monteverde Partnership

11280 Corbin Ave
Porter Ranch, CA 91326

hereinafter called the **SUBDIVIDER or PCM**.

WITNESSETH:

This Agreement amends and restates the Park Dedication Agreement executed on November 15, 2004 by and between the COUNTY OF LOS ANGELES and Shapell-Monteverde Partnership, predecessor in interest to PCM.

This Agreement is entered into between the parties pursuant to Title 7, Division 2 of the Government Code ("**The Subdivision Map Act**") and Title 21, Division 1 ("**The Subdivision Ordinance**") of the Los Angeles County Code and to comply with the final map conditions approved for the subdivision by the Los Angeles County Regional Planning Commission/Public Hearing Officer or Regional Planning Commission/Public Hearing Officer and the Board of Supervisors of the County of Los Angeles.

Whereas the SUBDIVIDER wishes to file with the COUNTY a final map or parcel map pursuant to all applicable State and County requirements, and will, by the filing of such map or other instrument grant deed or offer for public use park land and improvements to the COUNTY, needed for the public benefit and the general use of the lot owners in the subdivision;

Whereas the COUNTY, before acceptance of any grant deed or park site offered for dedication on the final map or parcel map, desires to insure that all improvements proposed to be constructed within said park site ("**Park Improvements**") which are attached hereto as Exhibit A and incorporated herein by reference, meet and comply with standards and plans previously approved and implemented by the COUNTY;

Whereas the COUNTY, before approving the Park Improvements as complete and accepting said improvements for maintenance, desires to insure that the Park Improvements are constructed according to standards and plans previously approved and implemented by the COUNTY;

FIRST: The SUBDIVIDER for and in consideration of the approval of the final map of that certain land division known as Tract No./Parcel Map No. 46018-11 hereby agrees, at the SUBDIVIDER'S own cost and expense, to (i) furnish all labor, materials and equipment necessary to perform and complete, and (ii) within eighteen (18) months from the date of the park construction commencement, or such extensions as the COUNTY approves, to perform and complete in a good and workmanlike manner, the Park Improvements detailed in Exhibit A. "Construction Commencement" means the date on which the SUBDIVIDER starts fine grading or utility installation for the Park Improvements, whichever comes first.

SECOND: The SUBDIVIDER's obligation to satisfy the requirements of California Government Code Section 66477 (the "Quimby Act") for this development is based on the Tract Map stamped by Regional Planning on December 7, 1987 and approved by the Board of Supervisors on October 12, 1988. The total Quimby obligation for this 2,485-unit development is quantified at \$2,479,344. To date, the total number of units cleared are 1,895; the balance of units to be cleared is 590 units. The SUBDIVIDER has paid a total of \$1,230,690 in Quimby fees in order to satisfy the conditions of Tract No./Parcel Maps Nos. 46018-01, -02, -

03,-04, -05, -06, -07, -08, -09, -10 and -11. The amount of the outstanding balance of \$353,774 will be credited against Park Improvement costs. In exchange for receiving a fully developed park facility instead of undeveloped land and/or funds to satisfy the Quimby obligation, the COUNTY has agreed to refund the \$1,230,690 that has been collected in order to fund the development and construction of the Park Improvements by the SUBDIVIDER.

The above-mentioned Park Improvements are to be constructed within the boundaries of said land division according to the approved plans and/or applicable Standard Specifications for park construction, as amended, which are hereby made a part of this Agreement, on file in the office of the Director of Parks and Recreation ("Director") and/or other County officials as applicable and hereby made a part of this Agreement as though fully set forth herein. Such work shall be done under the inspection of, and to the satisfaction of, the Director and/or other County official as applicable, and shall not be deemed completed until all inspection fees are paid and the work and improvements are approved or approved and accepted for maintenance by the COUNTY.

Furthermore, the SUBDIVIDER shall maintain these improvements until accepted by the COUNTY. Such maintenance includes, but is not limited to, graffiti removal, debris removal, brush/weed removal, rodent control, and concrete/asphalt and fence repairs.

THIRD: As a condition of the County's acceptance of the Park Improvements, it is further agreed that SUBDIVIDER shall convey the public park by recordable grant deed showing the fee vested with the County of Los Angeles, and free of all encumbrances except those that, as shown on the American Land Title Association (ALTA) survey prepared by SUBDIVIDER, do not interfere with the use of the property for park or recreational purposes. SUBDIVIDER's designated title company shall: provide the County with an ALTA title policy issued by a State of California licensed title company in a value equal to the cost of the Park Improvements and naming the County as a policy beneficiary; record the park deed upon County's delivery of a Certificate of Acceptance; and deliver the recorded deed to the Chief Executive Office Real Estate Division, Property Management Section, 222 South Hill Street, Third Floor, Los Angeles, California 90012.

FOURTH: That the COUNTY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring within the easements offered or dedicated for improvements or to the improvements specified in this Agreement prior to the completion, approval, and acceptance for maintenance of same. Nor shall the COUNTY, nor any officer or employee thereof, be liable or responsible to persons or property damaged or injured by reason of said improvements or by reason of the negligent acts, omissions or services of the SUBDIVIDER, its agents or employees, in performance of the construction of said improvements prior to acceptance of said improvements by the COUNTY. All of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the acts, omissions or services of the SUBDIVIDER, its agents or employees hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with the negligent acts, omissions or services pursuant to this Agreement, or arising out of the use of any patent or patented article in the construction of said improvements. For purposes of this paragraph, any work performed by the COUNTY, its agents or employees, under authority of Chapters 16.06 and/or 16.10 of Title 16 of the Los Angeles County Code, or under authority granted to the COUNTY by Government Code Section 831.3, where such work by the COUNTY has been initiated as a result of the failure of SUBDIVIDER to comply with any specification or requirement, or by failure of the SUBDIVIDER to complete any work contemplated by this Agreement, such work by the COUNTY shall be deemed to have arisen out of and from the acts, omissions or services of the SUBDIVIDER, and for which the SUBDIVIDER agrees to indemnify, defend, and save harmless the COUNTY.

FIFTH: The SUBDIVIDER hereby grants to the COUNTY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of them the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvement pursuant to the terms of this Agreement. The permission shall terminate in the event that the SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the Director or other designated County official.

SIXTH: The SUBDIVIDER will at all times, from the approval of said land division to the completion of said work or improvement and acceptance for maintenance by the COUNTY as provided in the first paragraph above by the COUNTY, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

SEVENTH: It is further agreed that the SUBDIVIDER shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be placed, as is necessary to allow him/her to carry out this Agreement.

EIGHTH: The SUBDIVIDER hereby agrees to pay for the inspection of such work and improvements as may be required by the Director or other designated County official prior to the acceptance of said improvements by the COUNTY.

NINTH: The SUBDIVIDER shall give notice to the Director or other designated County official at least 24 hours before beginning any work or improvements contemplated by this Agreement and shall furnish said Director all reasonable facilities for obtaining full information respecting the progress and manner of work.

TENTH: The SUBDIVIDER agrees to attach all Bonds (Performance, Labor & Materials), construction cost estimate and park delivery schedule to this Agreement prior to construction commencement. Bonds are to be updated based upon the Department of Public Works-stamped approved (permitted) construction documents and SUBDIVIDER's schedule of values.

ELEVENTH: The SUBDIVIDER agrees to grant to the COUNTY such easements and/or fee rights as are necessary for the upkeep and maintenance by the COUNTY of the improvements agreed to be constructed herein.

TWELTH: The SUBDIVIDER shall perform any changes or alterations necessitated by field conditions and based on applicable standard specifications in the construction and installation of such improvements required by the COUNTY, provided that all such changes or alterations do not exceed ten percent of the original total estimated cost of such improvements. Said cost is to be borne by the SUBDIVIDER.

THIRTEENTH: The SUBDIVIDER shall guarantee such improvements for a period of one year following acceptance for maintenance by the COUNTY against any defective work or labor done or defective materials in the performance of this Agreement by the SUBDIVIDER.

FOURTEENTH: It is further agreed that the SUBDIVIDER has filed with the COUNTY, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work and improvements, as above specified, for the faithful performance of the terms and conditions and guarantees of this Agreement and has also deposited with the COUNTY a good and sufficient payment security for labor and materials in the amount prescribed by law to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code. If said improvement security or payment security becomes insufficient in the opinion of the COUNTY, the SUBDIVIDER agrees to renew said improvement security and/or payment security with good and sufficient improvement security and/or payment security within ten days after receiving demand therefor.

FIFTEENTH: If the SUBDIVIDER neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified, or within such extensions of said time as have been granted by the Director, or if the SUBDIVIDER violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, or if the SUBDIVIDER neglects, refuses or fails to pay the inspection fees for the work and improvements, he shall be in default of this Agreement and notice in writing of such default shall be served upon him and upon any Surety or financial institution in connection with this Agreement. SUBDIVIDER shall have thirty (30) days from delivery of written notice to cure such default (the "Cure Period"). If SUBDIVIDER fails to cure such default within the Cure Period, the Director or other designated County official, shall have the power to terminate all rights of the SUBDIVIDER in such Agreement, but said termination shall not affect or terminate any of the rights of the COUNTY as against the SUBDIVIDER, financial institution, or Surety then existing or which thereafter accrue because of such default.

The determination by the Director

or other designated County official of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the SUBDIVIDER, his surety, and any and all other parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the COUNTY under law.

SIXTEENTH: In the event legal action is brought upon this Agreement, the SUBDIVIDER hereby agrees to pay to the COUNTY reasonable attorney's fees and costs incurred in prosecuting such action, until such time as the COUNTY accepts the work and improvements completed pursuant to this Agreement.

SEVENTEENTH: It is further agreed by and between the parties hereto, including the Surety or Sureties on any Bond attached to this Agreement or the financial institution guaranteeing the improvement security and payment security, that in the event it is deemed necessary by the COUNTY to extend the time of completion of the work contemplated to be done under this Agreement, said extension may be granted by the Director or other designated County official either at his/her own option or upon request of the SUBDIVIDER, and shall in no way affect the validity of this Agreement or release the Surety or Sureties on any Bond attached hereto or the financial institution guaranteeing the improvement security and payment security. SUBDIVIDER further agrees to maintain said improvement security and payment security in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein. The Director or other designated County official may condition any extension of time upon the provision of additional good and sufficient improvement security and payment security if the Director or other designated County official determines, in his/her sole discretion, that the existing security is insufficient to guarantee the costs of completing the work and improvements.

EIGHTTEETH: It is further agreed by and between the parties hereto that this Agreement firmly binds the parties, their heirs, executors, administrators, successors or assignees, jointly and severally. The SUBDIVIDER shall immediately notify the Director or other designated County official of any change in ownership or other event which alters the responsibility for completing the work and improvements.

NINETEENTH: All notices and written communications shall be directed to the following representatives of the parties:

Los Angeles County Department of Parks and Recreation
Attn: Jonathan Gargan, Deputy Director
North Agency
31320 North Castaic Road
Castaic, CA 91834

With a copy to:
Los Angeles County Department of Parks and Recreation
Attn: Kathline J. King, Chief of Planning
Planning & Development Agency
510 S. Vermont Avenue
Los Angeles, CA 90020

Plum Canyon Master LLC
Matthew Seidel
11280 Corbin Avenue
Northridge, CA 91326

(Signature page follows)

IN WITNESS thereby, SUBDIVIDER has affixed his name

(Note: All signatures must be acknowledged by a notary public. Attach appropriate acknowledgments/jurats.)

By: PLUM CANYON MASTER LLC



Vince Rossi, Division Vice President



Frank Su, Division Vice President

Approved as to form

COUNTY COUNSEL

By: 

Claudia Gutierrez, Deputy

Accepted on behalf of the
County of Los Angeles
by the DIRECTOR OF PARKS AND RECREATION

By: _____
John Wicker, Director

Date _____

PARK IMPROVEMENTS

1. Subdivider shall convey to the County a developed, 8.67 net-acre (maximum slope 3%) Public Park (the "Public Park"), shown on Lot 35 within the Modified Vesting Tract Map No. 46018-11.
2. The Public Park shall contain the following improvements and conform to the layout shown on the Modification to Recorded Vesting Tract No. 46018-11, Exhibit "A-1", Sheet 3: park signage; pavilion; parking lot with minimum 40 spaces and three (3) ADA accessible spaces, and equestrian pull-through for loading/unloading/staging in the North parking lot; equestrian staging area; park benches; restroom building with storage; picnic areas with picnic tables; one (1) basketball court with bench seating; one (1) ball field with multi-use field overlays; par course; two (2) Children's Play Areas (2-5 year old and 5-12 year old) with shade canopy and fencing adjacent to parking lot; shaded open areas; ADA compliant walkways (10' minimum width); information kiosk; security lighting; fencing; park landscaping and planted buffers (including plant material, grading, irrigation and drainage); locking gates at park entrance; drinking fountains(s) and trash enclosures. The following will be specified in the Design Development Phase: grading and drainage standards; the locations of security lighting, drinking fountains, trash enclosures, and the design of fences, buffers and type of materials.

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 LOS ANGELES

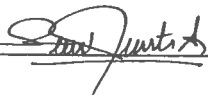
On 12/8/2016 before me, RENE MAURICIO FUENTES, Notary Public
(Insert Name of Notary Public and Title)

personally appeared VINCE ROSSI & FRANK SU

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

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

WITNESS my hand and official seal.

Signature  (Seal)

