

MODIFIED CONDITIONS AS APPROVED BY THE PLANNING AND LAND USE MANAGEMENT COMMITTEE ON MAY 2, 2023

The Planning and Land Use Management Committee hereby deletes, modifies, adds to, and/or retains the existing MODIFIED Conditions (as shown in underline or cross-out) as follows:

1. No sooner than 18 months and no later than 24 months from the effective date of this action, the business operator shall file a Plan Approval application at the Los Angeles City Planning Department's Development Services Center, together with a fee or deposit pursuant to Section 19.01-E,3 or Section 19.01-N of the Los Angeles Municipal Code and a mailing list of property owners and occupants within a 500 foot radius. A public hearing with notification to said owners and occupants shall be conducted to determine the effectiveness of compliance with the Conditions herein, following receipt of a Planning Staff investigator's report. The Zoning Administrator, may modify the conditions to make them more restrictive so as to protect the neighborhood and to mitigate impacts of the use or may modify the conditions to make them less restrictive if deemed no longer needed to mitigate the impacts of the use. Failure to comply with these conditions and to file the Plan Approval application for review of compliance with said conditions may result in revocation of the hotel use.
2. The use of the property shall be conducted at all times with due regard for the character of the surrounding neighborhood. The right is reserved to the Zoning Administrator to impose additional corrective Conditions if such Conditions are proven necessary for the protection of the neighborhood. The Zoning Administrator may also modify or delete Conditions if they are no longer necessary or have proven ineffectual.
3. A copy of these Conditions shall be maintained in view of the managers in the hotel office. If a manager requires translation of these Conditions, the business operator shall provide such translation.
4. All required permits and licenses shall be maintained in view of the manager and shall be made available to all enforcement personnel upon request.
5. The business operator shall retain a 24-hour State-licensed security patrol service, which shall routinely patrol the premises on a daily and nightly basis in an effort to prevent loitering, noise, public disturbance and any criminal activity from occurring on the property. The guard shall wear a uniform with a patch on each shoulder identifying the name of the registered security company, which employs them. The guards shall not be employees of the business operator or conduct any activities at the facility other than those of a security guard, which includes checking identification and escorting undesirable patrons out of the premises. The guards shall be responsible for monitoring activities inside the premises and preventing loitering adjacent to the premises. The guards shall request the assistance of the

Los Angeles Police Department if, based upon their training, the situation so warrants. The guards shall cooperate with all law enforcement personnel during any investigations or inspections at the premises. A patrol log shall be maintained by the guards indicating the dates, times of security checks, and shall be produced when requested by the Police Department.

- a. The property owner shall provide a copy of a valid contract for such service to the Zoning Administrator within 30 days of the effective date of this action.
  - b. A copy of a valid emergency contact phone number for the security patrol service shall be maintained in the manager's office and presented upon request to any law enforcement officer.
6. All employees and security guards shall be made completely familiar with these Conditions and implement them as necessary.
  7. Phone calls made to Police for service initiated by the business operator or staff shall not be considered as grounds for revocation. However, a high incidence of such calls may indicate the need for stricter Conditions affecting the mode and character of operation. The business operator shall maintain a log of all calls for service.
  8. Video cameras shall be installed to provide surveillance of the front entrance, the fire escape, the exterior perimeter of the property, and each interior hallway. The recorded tapes or other medium shall be retained for at least two weeks and shall be made available to the Police upon request. One or more video monitors connected to the video cameras shall be located in the office to be seen by the manager of the facility. Signs in English and in Spanish shall be posted outside indicating the use of a surveillance system.
  9. All vending machines, if any, shall be located inside the building.
  10. All exterior portions of the site, including the adjoining alley, shall be adequately illuminated in the evening as determined by the Police Department. All lighting shall be directed onto the site and adjoining sidewalk and no floodlighting shall be located as to be seen directly by the adjacent properties. All lighting shall be properly maintained.
  11. **[DELETED]** Condition deleted - per action of January 29, 2020. (DIR 2003-3323-RV-PA1
  12. The property owner shall post and maintain signs on the exterior of the building in letters at least two inches in height in English and in Spanish in accordance with Municipal Code Section 41.24(a) stating:

"This property is closed to the public. No entry without permission.  
Los Angeles Municipal Code Section 41.24."

13. The property owner shall, within 10 days of the effective date of this determination, sign and deliver to the Rampart Vice Unit a "Trespass Arrest Authorization" form authorizing the Los Angeles Police Department to arrest individuals unlawfully loitering on the property pursuant to Los Angeles Municipal Code Section 41.24. A copy of the executed form shall also be provided to the Zoning Administrator within the same 10 days.
14. The property owner shall post signs in letters at least two inches in height, in English and in Spanish, at locations determined to be visible and conspicuous after consultation with the Police Department, stating:

"No trespassing, no loitering, no drugs, no drug dealers, no prostitution, no weapons, no drinking of alcoholic beverages. The Los Angeles Police Department makes regular and frequent patrols of this property."
15. **[MODIFIED]** The business operator shall evict all tenants engaging in narcotics ~~,or prostitution, or other illegal activities~~. The business operator shall not rent to prospective tenants previously arrested for narcotics ~~,or prostitution, or other illegal activities~~ when notified of such arrests by a police officer or City Attorney when such arrests become otherwise personally known to the business operator. The business operator can deny a prospective tenant if there has been an arrest or conviction within the past year. Any evictions shall comply with the rules, laws and regulations established by the Los Angeles Housing and Community Investment Department (HCID).
16. Neither the business operator nor any manager shall allow access onto the property by non-tenants known to be prostitutes, pimps, prostitution customers, parolees with prior narcotic or prostitution offenses, narcotics users, possessors, sellers and/or manufacturers of illegal controlled substances.
17. **[DELETED]** ~~The business operator and managers shall inform the Police Department immediately if any person on the property is engaging in narcotics activity, or if narcotics paraphernalia is observed on the property. All trespassers and loiterers on the property shall be immediately reported to the Police Department or the security guard employed by the property owner.~~
18. The following signs in English and in Spanish in letters at least two inches in height shall be posted at the check-in/registration counter stating:

"Rooms only available for full posted monthly rental rates", and

"Los Angeles Municipal Code Section 41.49 requires all tenants to produce valid identification and license plate information for all vehicles."

19. Tenants shall be required to pay the full posted monthly rental rate. Rates shall be posted at the check-in/registration counter and in each tenant's room. The customary full monthly rate shall be collected for each and every rental. No room shall be rented for a period less than 30 days.
20. No individual may rent more than one room at a time nor on behalf of another person.
21. No room may be rented to a juvenile.
22. **[DELETED]** Condition deleted - per action of January 29, 2020. (DIR 2003-3323-RV-PA1)
23. Pursuant to Los Angeles Municipal Code Section 47.85, the operator shall maintain a daily log documenting the status of each room, whether it is occupied or vacant, the name under which each adult occupant is registered, the type of identification used to verify the identity of the occupants, and the amount charged. The operator shall provide receipts to each adult occupant and maintain copies of the receipts showing the following: the room number, the name of each adult occupant, the rental amount and period paid for and any associated charges imposed and paid for the unit, including, but not limited to, security deposits and any taxes. The daily log and copies of receipts shall be made available for inspection and investigation by any HCIDLA or Los Angeles City Planning Department staff upon request.
24. The business operator shall post in each tenant room a copy of the hotel rules in English and in Spanish which specify, at a minimum:
  - a. No firearms are permitted on the property.
  - b. Any of the following activities is grounds for termination of room rental and eviction under policies set forth by the Los Angeles Housing and Community Investment Department:
    - 1) Occupant commits any violation of the law regarding the possession, use, storage, or sale of illegal narcotics on or adjacent to the property.
    - 2) Occupant negligently allows or permits his or her fellow occupant to commit any violation of the law regarding the possession, use, storage, or sale of illegal narcotics on or adjacent to the property.
    - 3) Occupant allows lewd conduct or prostitution to occur in the room, within the property, or adjacent to the property.

- 4) Occupant uses or permits the room to be used for any illegal purpose.
25. Firearms are not allowed on the property.
26. The business operator shall maintain a master access key-card for each tenant room. All access key-cards shall state, "Non-transferable." The manager shall have a master access card available at all times for emergency and law enforcement personnel. A card deposit system shall be maintained to prevent key-cards from being circulated or duplicated.
27. Graffiti shall be removed daily from the exterior walls of the building, as well as stairways, halls and the lobby in the same color as the surface to which it was applied. Debris shall also be removed daily from the property.
28. To maintain site control, all tenants, guests and visitors to the property shall sign in at the check-in/registration counter and produce a valid driver's license or other valid identification. The desk clerk shall note the identification card number and expiration date on the register. A photocopy of each identification card shall be retained.
29. The property owner shall comply in a timely manner with all Orders to Comply or similar enforcement requirements of the Department of Building and Safety, the Fire Department, Los Angeles Housing and Community Investment Department (HCIDLA), the County Department of Health, and any other public agency.
30. **[DELETED]** Condition deleted - per action of January 29, 2020. (DIR 2003-3323-RV-PA1
31. The property owner and the business operator shall enroll in a property management-training program approved by the HCIDLA. Evidence of attendance shall be submitted to the Zoning Administrator.
32. **[DELETED]** ~~Condoms shall not be sold or otherwise offered unless the business operator is required to do so by law.~~
33. Within 30 days of the effective date of this determination, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.

34. Residential Hotel operations shall adhere to all laws, rules, code enforcement and regulations established by the Los Angeles Housing and Community Investment Department (HCIDLA).
35. This hotel shall be maintained as a residential hotel containing only residential units pursuant to LAMC 47.76.A. No short term or tourist rental shall be allowed.
36. INDEMNIFICATION AND REIMBURSEMENT OF LITIGATION COSTS.

Applicant shall do all of the following:

- a. Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
- b. Reimburse the City for any and all costs incurred in defense of an action related to or arising out of the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages and/or settlement costs.
- c. Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$50,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (b).
- d. Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement (b).
- e. If the City determines it necessary to protect the City's interests, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify

the applicant of any claim, action or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action.

The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commission, committees, employees and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims or lawsuits. Actions include actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.