

0150-12223-0000

T R A N S M I T T A L

TO Martin L. Adams, General Manager Los Angeles Department of Water and Power	DATE 08/03/2023	COUNCIL FILE
FROM The Mayor	COUNCIL DISTRICT 12	

PROPOSED RESOLUTION AND NEW LICENSE AGREEMENT NO. W-77492 WITH SOUTHERN CALIFORNIA GAS COMPANY FOR USE OF A PORTION OF THE LOS ANGELES DEPARTMENT OF WATER AND POWER VAN NORMAN LAKE RESERVOIR AS A GAS COMPRESSOR STATION

Transmitted for further processing and Council consideration.
See the City Administrative Officer report attached.



MAYOR
(Chris Thompson for)

MWS/PJH/JVW:cm:10230127

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: May 31, 2023

CAO File No. 0150-12223-0000

Council File No.

Council District: 12

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Communication from the Department of Water and Power dated November 7, 2022; referred by the Mayor for report on November 7, 2022

Subject: **PROPOSED RESOLUTION AND NEW LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY FOR USE OF A PORTION OF THE LOS ANGELES DEPARTMENT OF WATER AND POWER VAN NORMAN LAKE RESERVOIR AS A GAS COMPRESSOR STATION**

RECOMMENDATION

That the Mayor:

1. Approve the Los Angeles Department of Water and Power Proposed Resolution authorizing entering into License Agreement No. W-77492 with Southern California Gas Company for the operation and maintenance of a gas compressor station on a portion of Van Norman Lake Reservoir located in Granada Hills, California;
2. Adopt the California Environmental Quality Act (CEQA) determinations of the Los Angeles Board of Water and Power Commissioners that the item is exempt from CEQA pursuant to Section 15060(c)(3) and Section 15378(b)(5) that states an activity is not subject to CEQA if the activity is not a project and;
3. Return the proposed Resolution to the Department for further processing, including Council consideration.

SUMMARY

The Los Angeles Board of Water and Power (Board) requests authority to enter into a new License Agreement No. W-77492 with Southern California Gas Company (SoCal Gas) to continue the operation and maintenance of a gas compressor station on a portion of the Van Norman Lake Reservoir (Van Norman). The reservoir property in Granada Hills is owned by the Angeles Department of Water and Power (Department/LADWP). The proposed license agreement is for a 30-year term and will result in first-year revenues of \$31,265 and an estimated \$172,760 over the initial five-year period of the agreement. Rent will be reviewed for adjustment pursuant to Charter Section 607(b) after the first five years and every five years thereafter.

On November 1, 2001, LADWP originally entered into License Agreement No. W-21547 with SoCal Gas for the construction and maintenance of a gas compressor station at the Van Norman property. In November 2008, the license agreement was renewed for five additional years, expiring on October 13, 2013. The agreement has been on a “holdover” status since 2013. Since that time, the department reports considering multiple alternatives for use of the site, including disposition of the site and termination of the current use.

Alternatives Considered – LADWP considered options to the agreement, such as terminating the agreement and auctioning off the current area used by the Licensee. However, this option was **not** determined to be viable as the SoCal Gas is a utility provider serving the neighboring community and has used the area for a gas compressor station for over 20 years. With regard to the “holdover”, the Department reports that there has not been an opportunity to renew the agreement due to limited staffing and resources.

The proposed new license agreement (Attachment) will replace the existing agreement and allow SoCal Gas to continue using and occupying space at Van Norman under a long-term, 30-year license. LADWP does not currently utilize the area and the use of the property will not interfere with the Department’s current operations or future needs. The rent of \$31,265 to be paid by SoCal Gas during the first year of the proposed agreement represents a 97 percent increase from the annual rent of \$15,840 under the existing license. Our Office has reviewed the Board’s request and agreement and recommends approval.

CITY COMPLIANCE

The City Attorney has reviewed and approved the proposed resolution and license agreement as to form and legality. The proposed license agreement is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(3) and Section 15378(b)(5) that states an activity is not subject to CEQA if the activity is not a project. Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not defined as projects. In accordance with Charter Section 606, Council approval is required because the total term of the agreement is greater than five years.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. Approval of the recommendations will result in rent revenues to the Water Generation Fund in the initial year of the agreement of \$31,265 and is anticipated to increase five percent during each of the next four years thereby generating a five-year total revenue amount of \$172,760. At the end of the fifth year, and every five years thereafter, rent will be reviewed for adjustment, pursuant to City Charter Section 607(b).

Attachment – November 7, 2022 LADWP Board Report, Resolution and License Agreement

MWS/PJH/JVW:cm:10230127

November 7, 2022

The Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Mail Stop: 370

Attention: Ms. Heleen Ramirez, Legislative Coordinator

Dear Mayor Garcetti:

Subject: License Agreement with Southern California Gas Company for a Gas Compressor
Station at LADWP's Van Norman Lake Reservoir – LADWP File No. W-77492

In accordance with Executive Directive No. 4, enclosed is a copy of a Board letter and supporting documents recommending approval and transmittal to the Los Angeles City Council of a long-term License Agreement between the Los Angeles Department of Water and Power (LADWP) and Southern California Gas Company for continued operation and maintenance of a gas compressor station on a portion of LADWP's Van Norman Lake Reservoir property located in Granada Hills, California.

It is respectfully requested that your review be completed as soon as possible. Once the required City Administrative Officer report has been received, the matter will be scheduled for action by the LADWP Board of Water and Power Commissioners and forwarded to the Los Angeles City Council for final consideration.

Please contact Mr. Matthew A. Hale, Director of Legislative and Intergovernmental Affairs, at (213) 367-0751 upon completion of the review, if the review will take longer than 30 days, or if there are any questions regarding this item.

Sincerely,



Martin L. Adams
General Manager and Chief Engineer

SM:jc

Enclosures

c/enc: Ms. Rebecca A. Rasmussen, Office of the Mayor
Dr. Frederick H. Pickel, Office of Public Accountability
Board of Water and Power Commissioners
Mr. Matthew A. Hale



Los Angeles
Department of
Water & Power

RESOLUTION NO. _____

BOARD LETTER APPROVAL

NANCY H. SUTLEY

Senior Assistant General Manager
External and Regulatory Affairs and
Chief Sustainability Officer

BRIAN J. WILBUR

Senior Assistant General Manager
Power System - Construction,
Maintenance, and Operations

ANSELMO G. COLLINS

Senior Assistant General Manager
Water System

MARTIN L. ADAMS

General Manager and Chief Engineer

DATE: October 17, 2022

SUBJECT: License Agreement with Southern California Gas Company for a Gas Compressor Station at LADWP's Van Norman Lake Reservoir
LADWP File No. W-77492

SUMMARY

LADWP is requesting approval of a long-term License Agreement (Agreement) with Southern California Gas Company (Licensee). The Agreement is for a term of 30 years for continued operation and maintenance of a gas compressor station on a portion of LADWP's Van Norman Lake Reservoir property (Licensed Area) located in Granada Hills, California. This Agreement will replace the existing license agreement (Doc No. W-21547) with Licensee that expired on October 31, 2013, and is currently on holdover.

The Agreement will generate revenue of \$31,265 in the first year, and thereafter be subject to annual rental increases of 5 percent per year for the first five years.

Los Angeles City Council approval is required pursuant to City Charter Section 606.

RECOMMENDATION

It is requested that the Board of Water and Power Commissioners adopt the attached Resolution recommending City Council's approval of the Agreement, in accordance with City Charter Section 606.

ALTERNATIVES CONSIDERED

The following alternatives were considered:

1. Terminate the existing license agreement and have Licensee restore and surrender the Licensed Area to LADWP.
2. Advertise the Licensed Area for auction through the competitive bidding process.

The above alternatives are not viable, because Licensee is a utility provider serving the neighboring community. Licensee has been using the Licensed Area as a gas compressor station for over twenty years.

FINANCIAL INFORMATION

The term of the Agreement is for 30 years. Annual rent for the initial five-year term is based on appraised value as follows:

Year	Annual Rent
First Year (2022 - 2023)	\$31,265
Second Year (2023 - 2024)	\$32,829
Third Year (2024 - 2025)	\$34,470
Fourth Year (2025 - 2026)	\$36,193
Fifth Year (2026 - 2027)	\$38,003

The first-year rent represents an approximately 97 percent increase from current rent under the existing license agreement. At the end of the fifth year, and every five years thereafter, rent will be reviewed for adjustment pursuant to City Charter Section 607(b).

The Agreement will generate a total revenue of \$172,760 over the initial five-year term. Revenue generated under this Agreement will be applied to the Water System's Revenue Fund.

BACKGROUND

LADWP originally granted to Licensee a five-year license agreement commencing on November 1, 2001, for the construction and maintenance of a gas compressor station. The license agreement was renewed in November 2008 for another five-year term, which expired on October 31, 2013, and is currently on holdover.

The Agreement will replace the existing license agreement, and allow the Licensee to continue using and occupying the Licensed Area under a long-term agreement. The Licensed Area is not presently needed for LADWP purposes, and the grant of the Agreement will not interfere with LADWP operations or future needs.

LADWP has negotiated a 30-year license agreement to accommodate Licensee's long-term operational need for this gas compressor station. This Agreement will also reduce LADWP's costs and staff time required for managing the existing short-term license agreement and allow for more efficient administration.

In accordance with the Mayor's Executive Directive No. 4, the City Administrative Officer's Report has been requested.

ENVIRONMENTAL DETERMINATION

Determine item is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15060 (c)(3). In accordance with this section, an activity is not subject to CEQA if it does not meet the definition of a project. Section 15378 (b)(5) states that organizational or administrative activities that will not result in direct or indirect physical changes in the environment do not meet that definition. Therefore, the adoption of a renewal to a license agreement is not an action subject to CEQA.

CITY ATTORNEY

The Office of the City Attorney has reviewed and approved the Resolution and Agreement as to form and legality.

ATTACHMENTS

- Resolution
- Agreement

Resolution No. _____

WHEREAS, the Los Angeles Department of Water and Power (LADWP), as licensor, proposes to enter into License Agreement No. W-77492 (Agreement) with Southern California Gas Company (Licensee), as licensee, for operation and maintenance of a gas compressor station on a portion of LADWP's Van Norman Lake Reservoir property (Licensed Area) located in Granada Hills, California; and

WHEREAS, the Agreement will be for a term of 30 years, and will replace the existing license agreement between LADWP and Licensee, which expired on October 31, 2013, and is currently on holdover; and

WHEREAS, pursuant to Los Angeles City Charter Section 606, approval by the Los Angeles City Council is required for LADWP to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Agreement, approved as to form and legality by the City Attorney, on file with the Secretary of the Board, be and is hereby approved.

BE IT FURTHER RESOLVED that the Los Angeles City Council is requested to approve said Agreement as provided in Los Angeles City Charter Section 606.

BE IT FURTHER RESOLVED that upon approval by the Los Angeles City Council, the President or Vice President of this Board, or the General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board are hereby authorized and directed to execute said Agreement for and on behalf of LADWP.

BE IT FURTHER RESOLVED that the Board finds that: (1) the property to be licensed is not presently needed for LADWP purposes; and (2) the grant of the license will not interfere with LADWP purposes.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held

Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

OCT 11 2022
BY John BeNUM
JOHN BEANUM
DEPUTY CITY ATTORNEY

LICENSE AGREEMENT

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Licensor (sometimes hereinafter referred to as the "LADWP"), hereby gives permission to SOUTHERN CALIFORNIA GAS COMPANY, Licensee, whose address is 8101 S Rosemead Blvd., SC722K Pico Rivera, California 90660 to use certain real property (sometimes hereinafter referred to as "Licensed Area") and identified as Assessor's Parcel Number 2605-001-808, which is owned by the City of Los Angeles and under the jurisdiction and control of said LADWP. The Licensed Area will be used to operate and maintain a gas compressor station on a portion of LADWP's Van Norman Lake Reservoir property near Transmission Line Right-of-Way #63, near Tower No. 24-5, in the vicinity of San Fernando Road, south of Balboa Boulevard, Sylmar. The Licensed Area is depicted on Exhibit A, attached hereto and made a part hereof. The gross Licensed Area is approximately 11,327 square feet. LADWP finds that: (1) the property to be licensed is not presently needed for LADWP purposes; and (2) the grant of the License Agreement will not interfere with LADWP purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use said real property for the public purposes to which it now is and may, at the option of Licensor, be devoted. Licensee undertakes and agrees to use said Licensed Area and to exercise this License Agreement jointly with Licensor, and will at all times exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of said Licensed Area by Licensor.
2. Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation (sometimes hereinafter referred to as the "City"), and said LADWP in said real property, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of said Licensed Area shall be referable solely to the permission herein given.
3. This License Agreement shall commence upon approval by the Board of Water and Power Commissioners and the Los Angeles City Council, and execution by LADWP, and terminate thirty (30) years thereafter.

4. Licensee agrees to pay to Licensor the following sums:

First year: Thirty-One Thousand Two Hundred Sixty-Five Dollars
2022-2023 (\$31,265)

Second year: Thirty-Two Thousand Eight Hundred Twenty-Nine Dollars
2023 - 2024 (\$32,829)

Third year: Thirty-Four Thousand Four Hundred Seventy Dollars
2024 - 2025 (\$34,470)

Fourth year: Thirty-Six Thousand One Hundred Ninety-Three Dollars
2025 - 2026 (\$36,193)

Fifth year: Thirty-Eight Thousand Three Dollars
2026 - 2027 (\$38,003)

Licensor will evaluate the rent every five (5) years to determine if an adjustment is needed. This evaluation may be in the form of an appraisal or rent study and will include a review of Licensee's performance under this License Agreement. In the event Licensor determines in its sole discretion that a rent adjustment is warranted after such analysis, Licensor shall notify Licensee of the adjusted rental amount with said rent analysis and Licensee shall pay the adjusted rent until the rent is adjusted for the next five (5) year period or until this License is terminated, if sooner.

All payments shall be made annually, in advance, by the first day of _____ of each year of said term.

All payments shall reference LADWP File No. W-77492, and sent to the following address:

Los Angeles Department of Water and Power
Billing Project and Claims
P.O. Box 51212, Room 450
Los Angeles, California 90051

5. If Licensee fails to pay the rent in full within ten (10) days after it is due, Licensee is in default and Licensor may terminate this License Agreement; provided, however, that Licensor may not terminate this License Agreement until it has given Licensee written notice of non-receipt of rent and ten (10) days thereafter to make such rent payment. Licensee shall pay Licensor a late charge of ten percent (10%) of the amount due, plus interest on all overdue rent amounts at a rate of ten percent (10%) per annum. By this provision, Licensor does not waive the right to insist on payment of the rent in full on the day it is due.

If any check offered by Licensee in payment of rent or any other amount due under this License Agreement is returned for any reason other than that caused by Licensor's negligence, Licensee shall pay to Licensor a check-return processing charge in the amount of fifty dollars (\$50).

6. In the event Licensee remains in possession of the Licensed Area after the expiration or other termination of this License Agreement, whether with the apparent consent of the Licensor or without the consent of the Licensor, Licensee shall become a licensee from month-to-month only and rent and other monetary sums due hereunder shall be payment in the amount of up to One Hundred Twenty-Five percent (125%) of the rent payable for the last month of the five (5) year term (or if prior to the expiration of the five (5) year term, the last rent payable under this License Agreement) and such month-to-month occupancy shall be subject to every other provision contained herein and such occupancy shall continue unless terminated by Licensor or Licensee giving the other at least thirty (30) days' prior written notice of the intention to terminate this License Agreement. The foregoing provisions of this Section are in addition to and do not affect the right of re-entry or any right of Licensor hereunder or as otherwise provided by law, and in no way shall such provision affect any right which the Licensor may have to recover damages from Licensee for loss or liability incurred by Licensor resulting from such failure or refusal of Licensee to surrender the Licensed Area. Nothing contained in this Section shall be construed as consent by Licensor to any holding over by Licensee and Licensor expressly reserves the right to require Licensee to surrender possession of the Licensed Area to Licensor as provided in this License Agreement upon the expiration or other termination of this License Agreement. In all other respects, the occupancy shall be governed by the provisions of this License Agreement.

7. Notices

- (a) All notices from one party to the other given pursuant to the terms of this License Agreement under the laws of the State of California, including but not limited to notice under the provisions of Section 1161 of the California Code of Civil Procedure, shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed to Licensee or Licensor at the addresses respectively specified below or to such other place as Licensee or Licensor may from time to time designate in a written notice to the other; or, in the case of Licensee delivered to Licensee at the Licensed Area or at any place where Licensee or any agent or employee of Licensee may be found. Licensee hereby agrees that service of notice in accordance with the terms of this License Agreement shall be in lieu of the methods of service specified in Section 1161 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this License Agreement.

(b) Notice to Licensors:

Los Angeles Department of Water and Power
Real Estate Services Section (File No. W-77492)
221 N. Figueroa Street, Suite #1600
Los Angeles, California 90012
Attention: Director of Real Estate

Tel.: (213) 367-0564
E-mail: Re.Office@ladwp.com

Notice to Licensee:

Southern California Gas Company
8101 S Rosemead Blvd., SC722K
Pico Rivera, California 90660

Tel.: (213) 231-5901
E-mail: cmobando@socalgas.com

(c) Licensee shall notify Licensors of any changes in Licensee's mailing address and daytime telephone number within ten (10) days of changes.

8. Regardless of the manner or duration of use or occupancy of said Licensed Area by Licensee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this License Agreement may be terminated at any time without cause for any reason or no reason at all at the option of the Licensors by giving thirty (30) days' written notice of termination.
9. This License Agreement may be revoked by Licensors in the event of any failure or refusal on the part of Licensee to comply or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Licensee personally or by mailing the same to Licensee. Failure by Licensors to revoke this License Agreement for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.
10. Licensee shall post a security deposit in the amount of \$38,003 to assure compliance with the terms and conditions of the License Agreement. Security deposit shall be in the form of a cashier's check, letter of credit, or a surety bond acceptable to Licensors. No interest shall accrue on this deposit in favor of Licensee.
11. Rent shall be prorated from the date said Licensed Area has been satisfactorily restored per Section 12 as determined by Licensors.

12. Upon the expiration or termination of this License Agreement, Licensee shall surrender the Licensed Area in a neat, clean and orderly condition. Licensee shall complete restoration of the Licensed Area to its original condition or better prior to termination of this License Agreement. Restoration of the Licensed Area shall include, but not be limited to, removal of all the Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by Licensor. Licensee shall call LADWP's Real Estate Services Section at (213) 367-0564, to make arrangements for a site inspection of Licensee's improvements on the Licensed Area in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of the Licensor. This obligation shall survive the termination of this License Agreement.

Upon expiration or termination of this License Agreement, Licensor will expeditiously conduct an inspection of the Licensed Area to determine if restoration has been completed by Licensee. If Licensor determines that restoration has not been completed upon expiration or termination of this License Agreement, Licensor may restore said Licensed Area entirely at the risk and expense of the Licensee. The cost for said restoration by Licensor shall be deducted from the Licensee's security deposit. If Licensee's security deposit is insufficient to cover the restoration costs, Licensor will bill the Licensee, and Licensee shall promptly pay Licensor for the restoration costs in excess of the Licensee's security deposit.

13. All work completed, pursuant to the terms of this License Agreement, shall be completed in accordance with the terms and conditions specified in ordinances, statutes, permits, and regulations governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.
14. Licensee has inspected the Licensed Area, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, Licensor, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "LADWP Indemnitees"), and at the option of the Licensor, defend by counsel satisfactory to the Licensor, the LADWP Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Licensee's employees, customers, invitees and agents, or persons

who enter onto the Licensed Area, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to:

1) this License Agreement; 2) the Licensed Area; 3) the acts or omissions of Licensee or its officers, employees, contractors, agents, or invitees; or 4) the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Licensee or its officers, agents, employees, contractors or sub-licensees with respect to any area/property covered under this License Agreement, regardless of any negligence on the part of the LADWP Indemnitees; except for the sole negligence or willful misconduct of any of the LADWP Indemnitees.

This indemnity shall apply whether occurring during the term of this License Agreement and any time thereafter, and shall be in addition to any other rights or remedies which the LADWP Indemnitees have under law or under this License.

15. Licensee shall neither hold Licenser liable for nor seek indemnity from Licenser for any damage to the Licensee's equipment and/or improvements due to future construction or reconstruction by Licenser within the Licensed Area, except to the extent caused by the gross negligence or willful misconduct of any of the LADWP Indemnitees. Licenser shall notify Licensee in writing sixty (60) days in advance of any pending construction by Licenser to enable Licensee to protect its equipment and/or improvements.
16. Licensee shall pay for all materials placed upon, joined, or affixed to said Licensed Area by or at the instance of Licensee, shall pay in full all persons who perform labor upon said Licensed Area at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against said Licensed Area for any work completed or materials furnished thereon at the instance or request of Licensee. Licensee shall provide Licenser notice in writing of any liens levied against the Licensed Area. Licensee shall have fifteen (45) days to cause the removal of any such liens and if such liens are not removed, Licenser may pay any amount owed and cause their removal. Licenser shall bill the Licensee for the amount paid out by Licenser in removing such liens. Licensee shall have fifteen (15) days to repay the funds expended by Licenser necessary to remove such lien. Failure to comply with the requirements of this section shall be considered a default and Licenser shall have the right but not the obligation to terminate this License Agreement. The exercise by Licenser of its right to terminate under this section shall not be construed as a waiver of any of its right to any other remedy or lawful action to recover funds paid by Licenser.
17. **Assignment and Subletting:** Licensee shall not assign, sublease, or otherwise transfer all or any part of its interest in this License Agreement or the Licensed Area without the prior written consent of LADWP's Director of Real Estate, which may be withheld, conditioned, or delayed in its sole discretion.

18. PREVAILING WAGES

- (a) To the extent applicable Licensee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 1770-1780 of the California Labor Code.
- (b) If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any improvements, Licensee shall comply with or cause its general contractor and all subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required, all works shall be paid at the higher of the two wages.
- (c) Prior to the commencement of construction, and as soon as practicable in accordance with the applicable Schedule of Performance, Licensee shall contact the City to schedule a preconstruction orientation meeting with Licensee and with the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of Licensee's compliance with this Section.
- (d) Licensee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Licensee fails to monitor or enforce these requirements against any contractor or subcontractor, Licensee shall be liable for the full amount of any underpayment of wages, plus costs and attorney's fees, as if Licensee was the actual employer, and the City or the State Department of Industrial Relations may withhold monies owed to Licensee, may impose penalties on Licensee in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare Licensee in default of this License Agreement and thereafter pursue any of the remedies available under this License Agreement.
- (e) Licensee agrees to include, or cause to be included, the above provisions in a written notice to all of its contractors and subcontractors for work covered under this License Agreement.

- (f) Licensee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to LADWP) the City and LADWP against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Licensee, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the Licensed Area.
19. Licensee acknowledges that Licensee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other provisions of law upon termination of this License Agreement.
20. **INSURANCE**
- (a) **Additional Insured Status Required:** Licensee shall have the right to self-insure, procure at its own expense, and keep in effect at all times during the term of this License Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page, Attachment A. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by scheduled endorsements attached to such policies, include and insure City, the LADWP, LADWP Board of Commissioners (hereinafter referred to as "Board"), and all of their officers, employees and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Licensee's acts or omissions in its performance of this License Agreement, use and occupancy of the Licensed Area hereunder or other related functions performed by or on behalf of Licensee. Such insurance shall not limit or qualify the liabilities and obligations of the Licensee assumed under the contract.
- (b) **Severability of Interests and Cross Liability Required:** Each specified insurance policy shall contain a Severability of Interest and Cross Liability Endorsement which shall also apply to liability assumed by the insured under this License Agreement with the City of Los Angeles.
- (c) **Primary and Non-Contributory Insurance Required:** All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of or results from the negligent acts, errors, or omissions of Licensee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Licensee. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and the Licensee's insurance is primary for all purposes despite any conflicting provision in the Licensee's policies to the contrary.

- (d) **Proof of Insurance for Renewal or Extension Required:** Licensee shall provide evidence of the required insurance at least ten (10) days after the expiration date of any of the policies required on the attached Contract Insurance Requirements page showing that the insurance coverage has been renewed or extended and shall be filed with LADWP.
- (e) **Submission of Acceptable Proof of Insurance and Notice of Cancellation:** Licensee shall provide proof to LADWP's Risk Manager of all specified insurance and related requirements either by Acord certificate of insurance accompanied by scheduled endorsements required under the Agreement, by use of LADWP's own endorsement form(s) or by other written evidence of insurance (i.e. self insurance) acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with LADWP prior to Licensee beginning operations or occupying the Licensed Area hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for LADWP, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by first class or priority mail to LADWP's Risk Management at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by electronic or first class mail to: Risk Management Section, Los Angeles Department of Water and Power, P.O. Box 51111, Room 465, Los Angeles, California 90051-0100. By Email: Riskmanagement.Risky@ladwp.com.
- (f) **Claims-Made Insurance Conditions:** Should any portion of the required insurance be on a "Claims Made" policy, the Licensee shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the License Agreement with the same limits, terms and conditions of the expiring policy.
- (g) **Failure to Maintain and Provide Proof as Cause for Termination:** Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which LADWP may immediately terminate or suspend this License Agreement.
- (h) **Sub-Contractor Compliance:** Licensee shall be responsible for all sub-contractor's and sub-licensee's compliance with the insurance requirements of this License Agreement.
- (i) **Periodic Right to Review/Update Insurance Requirements:** LADWP and Licensee agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this License Agreement by the Risk Manager,

who may thereafter require Licensee to adjust the amounts and types of insurance coverage however the Risk Manager deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

(j) **Specific Insurance Requirements:** See Attachment A, "Contract Insurance Requirements," attached hereto and made a part hereof.

21. Licensee hereby acknowledges that this License Agreement is a license only and does not constitute a lease of, invitation or obligation to lease, or any present or future interest in real property.
22. Licensee, by executing this License Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee will be responsible for payment of any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

For information about a specific Possessory Interest assessment, please contact the Assessor's Office, Possessory Interest Section at (213) 974-3108, Los Angeles County Assessor, c/o Possessory Interest Section, Room 180, 500 West Temple Street, Los Angeles, CA 90012, or via the internet at <http://assessor.lacounty.gov/possessory-interests/>.

23. Licensee is hereby notified that facilities of other licensees of Licensor may exist on the Licensed Area. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all such installations. Licensor and any of its licensees will take reasonable precautions and actions to avoid infringement, interference, or damage to Licensee's equipment and/or improvements. Licensee shall be responsible for the identification and protection of the existing facilities during construction of approved improvements. Licensee shall provide reasonable access to any other licensees, users, or easement holders.
24. Licensee shall be responsible for the training of its personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment, and the handling and disposal of hazardous materials and wastes in connection with the permission herein given.
25. During and upon expiration or termination of this License Agreement for whatever reason, the Licensee shall be responsible, to the extent caused by or introduced onto the Licensed Area as a result of the use of the Licensed Area by Licensee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as

any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Licensed Area, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 CFR §§9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 CFR §§6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 CFR §§1251 et seq.]; the Toxic Substances Control Act [15 CFR §§2601 et seq.]; the Hazardous Materials Transportation Act [49 CFR §§5101 et seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 CFR §§136 et seq.]; the Superfund Amendments and Reauthorization Act [42 CFR §§9601 et seq.]; the Clean Air Act [42 CFR §§7401 et seq.]; the Safe Drinking Water Act [42 CFR §§300f et seq.]; the Solid Waste Disposal Act [42 CFR §§6901 et seq.]; the Surface Mining Control and Reclamation Act [30 CFR §§1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 CFR §§11001 et seq.]; the Occupational Safety and Health Act [29 CFR §§651 et seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et seq.]; the California Hazardous Substances Account Act [H&SC §§25300 et seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §§25249.5 et seq.]; the Porter-Cologne Water Quality Control Act [Wat. C. §§13000 et seq.] together with any amendments of, or regulations promulgated under the statutes cited above, and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Licensed Area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Licensors and any governmental body having jurisdiction there over.

26. If Licensors determine at any time that Licensee's efforts are hazardous or detrimental to Licensors's facilities and/or transmission line right-of-way, Licensors shall have the right to immediately terminate said construction, and if necessary, to terminate this License Agreement.
27. Licensee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given. Licensee shall not use any existing utility system prior to the transfer of financial responsibility to Licensee with the appropriate utility company supplying existing service.
28. Licensee shall not use Licensors's property to satisfy any zoning demands, zoning variances, open space or parking requirements, and any other governmentally imposed conditions for building plans and permits.
29. At Licensee's expense, Licensee shall be responsible for obtaining all required permits (e.g. conditional use permits or other entitlements) and environmental

reviews required by federal, state, local, and municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government regulating authority, necessary to develop and use the Licensed Area. Detailed drawings of the proposed development or redevelopment must be submitted to LADWP's Wastewater Quality and Compliance Group for review and approval not less than sixty (60) days prior to the start of construction.

30. Licensor shall not be liable for any damage to vehicles or improvements resulting from Licensor's operation and maintenance and from any construction or reconstruction of Licensor's facilities and/or transmission line right-of-way, except to the extent caused by the gross negligence or willful misconduct of any of the LADWP Indemnitees.
31. Licensee shall take all commercially reasonable measures to minimize disturbances to neighboring businesses or nearby residences and shall assume the responsibility of resolving any complaints/disputes from adjacent property owners or the public, arising out of Licensee's use and enjoyment of the Licensed Area. Any inquiries or complaints brought to the attention of Licensor shall be directed to the Licensee's Station Operation Manager, Aaron Gushwa at 818.333.6246 or by email at agushwa@socalgas.com.
32. Licensee must post and maintain on site the required signage, which includes but not limited to the following information, at a designated location approved by Licensor:
 - (a) Licensee's 24-hour contact name
 - (b) Licensee's 24-hour phone number: 818.333.6246
 - (c) License Agreement Number
33. Licensee, its employees, agents, contractors, invitees or others shall not at any time, physically access, climb upon, build or attach on, or in any way modify LADWP's transmission tower.

In the event of damage to any transmission tower, line, or other facility caused by Licensee or its officers, employees, contractors, agents, invitees or anyone under the control of or acting on behalf of Licensee, Licensor must be notified immediately. LADWP personnel will conduct an assessment and appropriate measures to find out the extent of the damage. Licensee agrees to reimburse Licensor for the cost to repair the facilities. Five Thousand Dollars (\$5,000) is the minimum charges for a minor damage occurrence on a transmission line tower. The overall cost for each incident includes expenses for Real Estate, Transmission Construction and Maintenance, Transmission Engineering, Right-of-Way Engineering, Structural Engineering, LADWP Shops, equipment usage, customized materials, and procurement processing, and typically exceeds the conservative minimum charge.

Licensors reserves the right to increase the minimum charge, depending on the extent of tower damage.

34. Licensee shall access LADWP facility by conforming to LADWP security and operational procedures and shall take reasonable precautions to prevent unauthorized ingress and egress to LADWP property.
35. There is expressly reserved unto LADWP and unto all authorized employees of LADWP the right of continuous access.
36. Licensee shall not place any equipment or improvements within the Licensed Area except for those approved in writing by Licensor. Licensee shall obtain written approvals for changes or additions to said equipment or improvements prior to the construction of such changes or additions. Detailed drawings showing the proposed changes shall be submitted to LADWP's Real Estate Services Section not less than sixty (60) days before the date of any such proposed change or addition. Licensor shall sign and date the drawings, which will then become a part of the License Agreement. Unapproved equipment or improvements found on the Licensed Area may be considered a breach of the License Agreement.
37. During any LADWP approved construction, Licensee shall maintain one copy of the approved plans at the job site at all times. "As Constructed" drawings showing all plans and profiles of Licensee's improvements shall be furnished to the Los Angeles Department of Water and Power, Attention: Director of Real Estate, 221 N. Figueroa Street, Suite 1600, Los Angeles, California, within five (5) days after completion of Licensee's improvements.
38. In the event that construction within the right-of-way is determined upon inspection by Licensor to be unsafe or hazardous to LADWP facilities, Licensor may assign a line patrol mechanic at Licensee's expense. Also, if Licensor determines at any time during construction that Licensee's efforts are hazardous or detrimental to LADWP facilities, Licensor shall have the right to immediately terminate said construction.
39. Licensee shall notify LADWP's Transmission Construction and Maintenance Business Group at (818) 771-5014, or (818) 771-5076, at least fourteen (14) days prior to the start of any construction activities in the transmission line right-of-way.
40. During construction of Licensee's facilities, access across LADWP property to the Licensed Area shall be between the hours of 8:00 a.m. through 4:00 p.m., Monday through Friday.
41. During the term of this License Agreement, Licensee shall comply with Los Angeles Municipal Code Section 121, relating to water conservation as to the Licensed Area.
42. Licensee agrees that this License Agreement will not be recorded.

43. LAWS, RULES, AND REGULATIONS

- (a) Licensee shall be, at its sole cost and expense, solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
- (b) Licensee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

44. Licensee hereby acknowledges receipt of an information package consisting of:

- (a) Understanding EMF – Electric Magnetic Fields, Exhibit B, attached hereto and made a part hereof.
- (b) Additional Information pertaining to EMF can be obtained by calling (213) 842-0221 or via the internet at: <http://www.ladwp.com/emf>.

Licensee undertakes and agrees to distribute all the information in said package to all personnel working under Licensee's direction and control.

- 45. Energized transmission lines can produce electrical effects including, but not limited to, induced voltages and currents in persons and objects. Licensee hereby acknowledges a duty to conduct activities in such manner that will not expose persons to injury or property to damage from such effects.
- 46. Unauthorized parking of vehicles or equipment shall not be allowed on the right-of-way at any time.
- 47. Unauthorized storage of equipment or material shall not be allowed on the right-of-way at any time.
- 48. Fueling of vehicles or equipment shall not be allowed on the right-of-way at any time.

49. ORDINANCE-RELATED PROVISION

- (a) Licensee agrees and obligates itself in performing this License Agreement not to discriminate against any employee or applicant for employment because of his/her race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.
- (b) Licensee agrees to comply with Section 10.8.4 of Los Angeles Administrative Code ("Affirmative Action Program"). By way of specification but not limitation,

pursuant to Sections 10.8.4.E and 10.8.4.F of said Code, the failure of Licensee to comply with the Affirmative Action Program may be deemed a material breach of this License Agreement.

- (c) This License Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of this License Agreement subjecting this License Agreement to termination where such failure shall continue for more than ninety (90) days after such notice of such failure to Licensee by Licensor or City.
- (d) This License Agreement is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Licensee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1(c) and 10.8.2.1(f) of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Benefits Provisions of this License Agreement may be deemed to be a material breach of this License Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Benefits Provisions of this License Agreement, this License Agreement may be forthwith terminated.
- (e) This License Agreement is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000.00 or more. Accordingly, during the performance of this License Agreement, Licensee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3E and 10.8.3F of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Employment Practices provisions of this License Agreement may be deemed to be a material breach of this License Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Employment Practices provisions of this License Agreement, this License Agreement may be forthwith terminated.
- (f) This License Agreement is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et seq., of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this ordinance, Licensee certifies that it has complied with the applicable provisions of the ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, LADWP has the authority, under appropriate circumstances, to terminate this License Agreement and

otherwise pursue legal remedies that may be available to LADWP if LADWP determines that the Licensee failed to fully and accurately complete the SDO affidavit or otherwise violated any provisions of the SDO.

- (g) The Licensee, sub-licensees, and their principals (if any) are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if this License Agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, the Licensee is required to provide and update certain information to the City as specified by law. Any Licensee subject to Charter Section 470(c)(12), shall include the following notice in any contract with a sub-contractor or sub-licensee expected to pay at least \$100,000 in consideration under this License Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a sub-licensee on LADWP License Agreement No. W-77492. Pursuant to City Charter Section 470(c)(12), sub-licensee and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for twelve (12) months after the LADWP License Agreement is signed. Sub-licensee is required to provide to Licensee names and addresses of the sub-licensee's principals and contact information and shall update that information if it changes during the twelve (12) month time period. Sub-licensee's information included must be provided to Licensee within five (5) business days. Failure to comply may result in termination of this License Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling (213) 978-1960.

Licensee, sub-licensees, and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City of Los Angeles to terminate this License Agreement and pursue any and all legal remedies that may be available.

- (h) This Section is applicable where Licensee engaged in business within the City of Los Angeles and Licensee is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [Section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [Section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [Section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this License Agreement or the

effective date of any extension of the term or renewal of this License Agreement, Licensee shall provide to the Licensor proof satisfactory to the Real Estate Services Section that Licensee has the required TRCs and that Licensee is not then currently delinquent in any tax payment required under the Tax Ordinances. Licensor may terminate this License Agreement if Licensor determines that Licensee failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the term of, or renewing this License Agreement. Licensor may also terminate this License Agreement at any time during the term of this License Agreement if Licensee fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Licensee fails to cure such deficiencies within the thirty (30) day period.

- (i) The Licensee shall obtain and keep in full force and effect during the term of this License Agreement all Business Tax Registration Certificates (BTRC) required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter II, Section 21.00 of the Los Angeles Municipal Code. For additional information regarding applicability of the City Business Tax Registration, contact the Office of Finance at (844) 663-4411.
- (j) This License Agreement is subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq., of the Los Angeles Administrative Code). The SCWRO requires that, unless specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, LADWP has the authority, under appropriate circumstances, to terminate this License Agreement and otherwise pursue legal remedies that may be available if LADWP determines that the subject contractor violated the provisions of the SCWRO.
- (k) This License Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO); Section 10.37 et seq. of the Los Angeles Administrative Code as amended. The LWO requires that, unless specific exemptions apply, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involves an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months; Licensee or certain recipients of City financial assistance, generally, shall provide the following:

(1) Payment of a minimum initial wage rate to employees as defined in the LWO.

(2) Provision of compensated days off annually for sick leave, vacation or personal necessity at the employee's request, and additional days annually of uncompensated time off for sick leave as prescribed in the LWO.

Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Licensee or financial assistance recipient violated the provisions of the referenced Code Sections. For additional information, please contact the Office of the City Administrative Officer at (213) 473-7500.

(l) This License Agreement is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq., of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.40.4(a), lessees or licensees of LADWP property who render services on the leased or licensed premises are covered by the CRO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by LADWP or its employees if the awarding authority had the requisite financial and staffing resources, or (3) designated administrative agency of the LADWP has determined in writing that coverage would further the proprietary interests of LADWP. Lessees or licensees of LADWP property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire ("Questionnaire") signed under penalty of perjury designed to assist LADWP in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of LADWP property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("POC"):

(1) comply with all applicable federal, state, and local laws and regulations in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees;

(2) notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the lessee or licensee did not comply with Subsection (1) above in the performance of the lease or license;

- (3) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the lessee or licensee has violated Subsection (1) above in the performance of the lease or license;
- (4) ensure within thirty (30) days (or such shorter time as may be required by the awarding authority) that subcontractors working on the lease or license submit a POC to the awarding authority signed under penalty of perjury; and
- (5) ensure that subcontractors working on the lease or license abide by the requirements of the POC and the requirement to notify the awarding authority within thirty (30) calendar days that any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Subsection (1) above in the performance of the lease or license.

Licensee shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. Licensee may not use any subcontractor that has been determined or found to be a non-responsible contractor by LADWP. Subject to approval by the awarding authority, Licensee may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this License Agreement. Licensee shall submit to LADWP a Pledge of Compliance for each subcontractor listed by the Licensee in its Questionnaire, as performing work on this License Agreement within thirty (30) calendar days of execution of this License Agreement, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of Licensee on this License Agreement shall constitute a declaration under penalty of perjury that Licensee shall comply with the POC.

- 50. Licensee shall acknowledge the LADWP transmission line rights-of-way are integral components of the transmission line system, which provides electric power to the City of Los Angeles and other local communities. Their use is under jurisdiction of the Federal North American Electric Reliability Corporation (NERC). Safety and protection of critical facilities are the primary factors used to evaluate secondary land use proposals. The rights of way serve as platforms for access, construction, maintenance, facility expansion and emergency operations. Therefore, the proposed use may from time to time be subject to temporary disruption caused by such operations.
- 51. The maximum allowable height of structures shall be fifteen (15) feet within that portion of the transmission line right-of-way lying within the Licensed Area. For the purposes of this License Agreement, said transmission line right-of-way shall be

defined as that portion of Licensed Area lying easterly of a line intersecting the most northerly terminus of that portion of the Licensed Area perimeter coincident with San Fernando Road (shown as a bearing of North 32° 25' 04" East in Exhibit A) and having a bearing North 03°11'10" East.

52. All paving, driveways, bridges, crossings, and substructures located within the right-of-way shall be designed to withstand a combined weight of 40,000 pounds in accordance with the American Association of State Highway and Transportation Officials H20-44 (M18) wheel loadings.
53. The location of underground pipelines and conduits shall be marked at all points where they cross the boundaries of the right-of-way and at all locations where they change direction within the right-of-way. The markings shall be visible and identifiable metal post markers for underground pipelines. Utility markers flush with surface may be used on pavement.
54. Grading activity resulting in a vertical clearance between the ground and the transmission line conductor elevation less than thirty-five (35) feet or as noted in the State of California, PUC, General Order No. 95 within the LADWP transmission line right-of-way is unacceptable.
55. All aboveground metal structures including, but not limited to, pipes, drainage devices, fences, and bridge structures located within or adjoining the right-of-way shall be properly grounded, and shall be insulated from any fencing or other conductive material located outside of the right-of-way. For safety of personnel and equipment, all equipment and structures shall be grounded in accordance with State of California Code of Regulations, Title 8, Section 2941, and National Electric code, Article 250.
56. All aboveground metal structures on LADWP property shall be painted with a graffiti resistant paint.
57. The right-of-way contains high-voltage electrical conductors; therefore, the Licensee shall utilize only such equipment, material, and construction techniques that are permitted under applicable safety ordinances and statutes, including the following: State of California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 5, Electrical Safety Orders; California Public Utilities Commission, General Order No. 95, Rules for Overhead Electric Line Construction.
58. No grading shall be conducted within the Licensed Area without prior written approval of the Licensor.
59. No structures shall be constructed within the Licensed Area without prior written approval of the Licensor.

60. Burning shall not be allowed on the right-of-way.
61. Licensee shall control dust by dust-abatement procedures approved by Licensor, such as the application of a dust palliative or water.
62. LADWP prohibits drainage structures or the discharging of drainage onto the Licensed Area. Concentrated runoff can cause erosion especially to the transmission line tower footings.
63. Ponding or flooding conditions within the right-of-way shall not be allowed, especially around the transmission towers. All drainage shall flow off of the right-of-way.
64. An area at least fifty (50) feet around the base of each tower must remain open and unobstructed for necessary maintenance, including periodic washing of insulators by high-pressure water spray.
65. Should Licensee require access through the facility main gate located at 13101 Sepulveda Boulevard, Licensee shall contact the Assistant Property Manager (213) 367-1062 or the Property Manager at (213) 367-1057, at least twenty-four (24) hours before entering the facility.
66. If any excavations are required, utility agencies within the proposed excavation sites shall be notified of impending work. Licensee shall be responsible for coordinating the relocation of utilities, if any, within the project boundaries. Before commencing any excavations, contact Underground Service Alert of Southern Californian (a.k.a. DigAlert).
67. This License Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This License Agreement may be amended only as provided for in Section 68 below.
68. All amendments hereto shall be in writing and signed by the person(s) authorized to bind the parties thereto.
69. This License Agreement shall be interpreted, governed by, and construed under the laws of the State of California and venue shall lie in the County of Los Angeles.
70. The parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this License Agreement or of any duty, covenant, obligation, or undertaking established under this License Agreement.
71. Any waiver at any time by either party of its rights with respect to a default under this License Agreement, or with respect to any other matter arising in connection with this License Agreement, shall not be deemed a waiver with respect to any

subsequent default or other matter arising in connection therewith. Any delay in assessing or enforcing any right, shall not be deemed to be a waiver of such right, provided that all applicable statutory periods of limitation shall apply.

72. This License Agreement cancels and supersedes the license agreement dated October 31, 2008 (File No. W-77492).

[Signature Page Follows]

Dated _____

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

APPROVED:

ANDREW L. LINARD
Director of Water Operations

By: _____
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

BRIAN J. WILBUR
Senior Assistant General Manager
Power System Construction,
Maintenance, and Operations

And: _____
CHANTE L. MITCHELL
Board Secretary

LICENSOR

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

OCT 20 2022
BY John Bealum
JOHN BEALUM
DEPUTY CITY ATTORNEY

SOUTHERN CALIFORNIA GAS COMPANY

Date: 9/13/2022

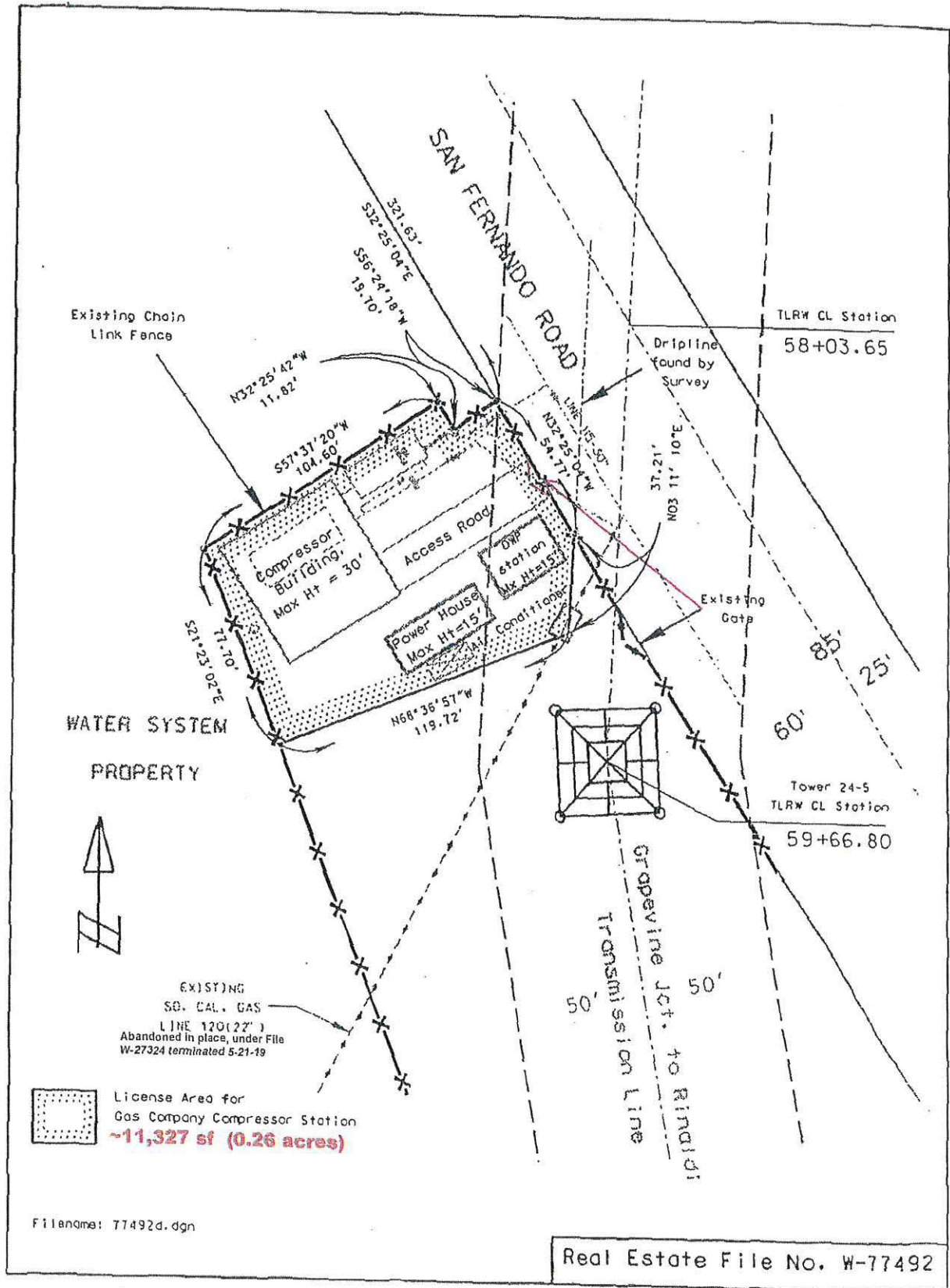
By: _____



CAROL HSU
Land Services Manager

LICENSEE

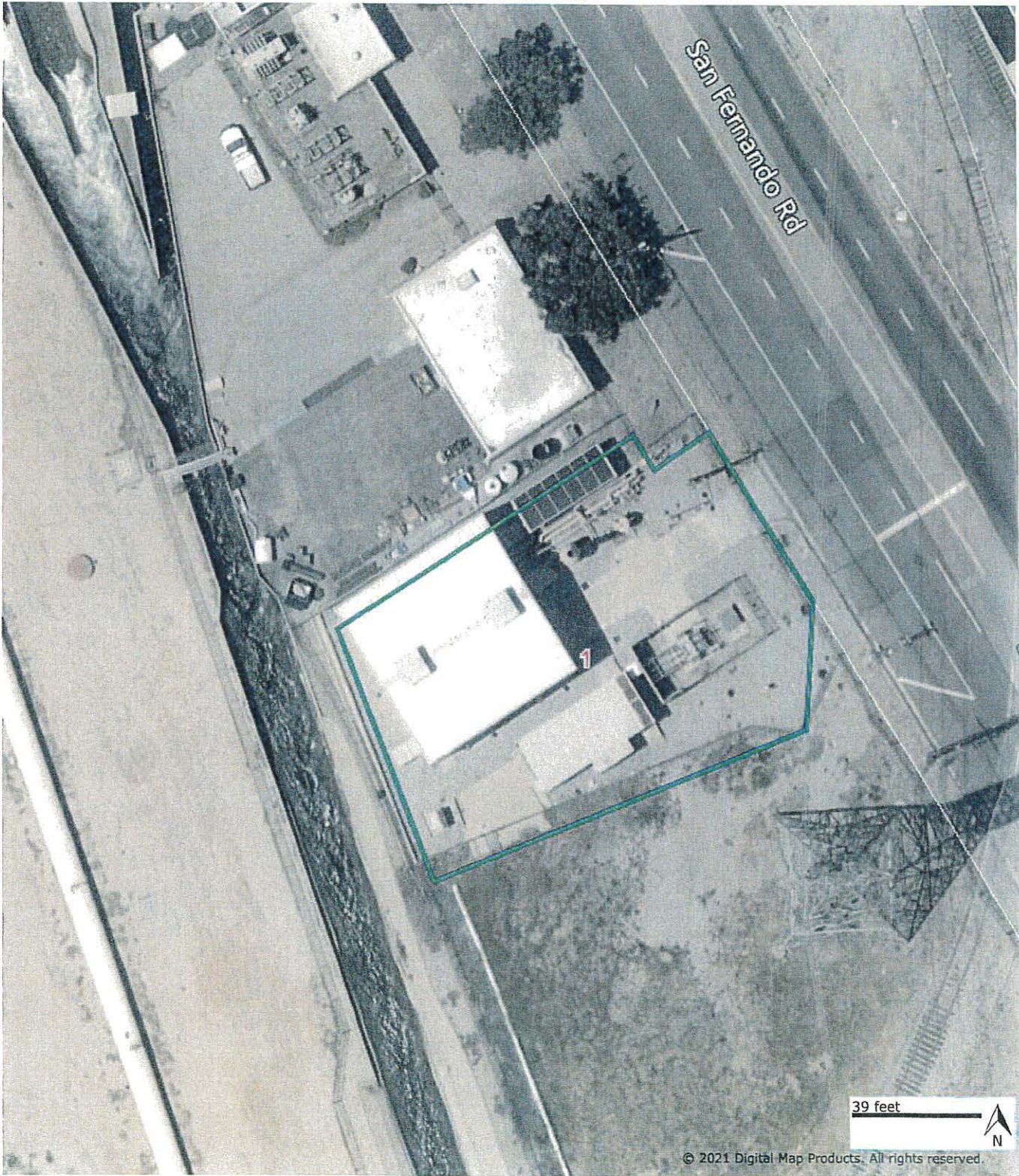
EXHIBIT A, page 1 of 2



Filename: 77492d.dgn

Real Estate File No. W-77492

EXHIBIT A, page 2 of 2



Note: Fee Owner is LADWP

SITE ADDR	2605-001-808	SITE CITY	GRANADA HILLS	SITE ZIP	91344
APN		OWNER NAME 1	SO CALIF GAS CO SBE	ASSESSED VALUE	
VALUE TRANSFER		DATE TRANSFER	149 (19-214) PAR 1	BUILDING SQUARE FEET	
			Thu Nov 01 2001		
			00:00:00 GMT-0800		

Understanding EMF

Electric and Magnetic Fields

LADWP Position Statement on EMF can be found at the following link:

[LADWP Position Statement on Electric & Magnetic Fields \(EMF\)](#)

During recent years, questions have been raised about the possible health effects of 60-hertz (power frequency) electric and magnetic fields (EMF), which are found wherever you have electricity. This document contains easy-to-read information that will help you understand the EMF issue, plus practical tips you can use if you want to reduce your exposure at home and at work.

Can EMF Harm Your Health?

Electric and magnetic fields (EMF) are present wherever electricity flows - around appliances, power lines, in offices, schools, and homes. Many researchers believe that if there is a risk of adverse health effects from EMF, it is probably low but warrants further investigation. Most, but not all, childhood studies have reported a weak association between estimates, but not direct measures, of residential magnetic field exposure and certain types of childhood cancer. Worker studies have shown mixed results. Laboratory experiments have shown that magnetic fields can cause changes in living cells. It is not clear whether these changes suggest any risk to human health.

Given the uncertainty of the issue, the medical and scientific communities have been unable to determine that EMF causes health effects or to establish any standard or level of exposure that is known to be either safe or harmful.

The Two Types of Fields

60-HERTZ MAGNETIC FIELDS	60-HERTZ ELECTRIC FIELDS
Can pass through most objects.	Can be blocked or partially shielded.
Get weaker with distance.	Get weaker with distance.
Are created by the current - or flow of electricity - through a wire, such as when an appliance is turned on.	Are produced by the voltage - or electrical "pressure" - in a wire, such as when an appliance is plugged in (but not turned on).

Magnetic Field Measurements

Magnetic Fields in the Home

Measurements are in milligauss (mG)

Home Appliances at	1.2" away	12" away	39" away
<i>Microwave Oven</i>	750 to 4,000 mG	40 to 80 mG	3 to 8 mG
<i>Clothes Washer</i>	8 to 400 mG	2 to 30 mG	0.1 to 2 mG
<i>Electric Range</i>	60 to 2,000 mG	4 to 40 mG	0.1 to 1 mG
<i>Fluorescent Lamp</i>	400 to 4,000 mG	5 to 20 mG	0.1 to 0.3 mG
<i>Hair Dryer</i>	60 to 20,000 mG	1 to 70 mG	0.1 to 3 mG
<i>Television</i>	25 to 500 mG	0.4 to 20 mG	0.1 to 2 mG

Source: Adapted from Gauger 1985

Magnetic Fields Outside

(Maximum range in California utilities will vary.)

Distribution Lines	1 to 80 milligauss under the line
Transmission Lines	1 to 300 milligauss edge of right-of-way

Research Is Ongoing

A number of research studies are now under way to determine if magnetic fields do pose any health risk and, if so, what aspect of the fields might be harmful. For example, at this time, no one knows whether the length of time in a field, the field strength, going "in and out" of a field, or combinations of these with other factors might be relevant.

What Is Being Done About EMF in California?

As a result of a 1993 decision by the California Public Utilities Commission, an EMF research and information program has been established. The purpose of the program is to perform research and policy analysis, and provide education and technical assistance to benefit Californians.

What You Can Do?

Studies of EMF have not shown that people need to change the way they use electric appliances or equipment. However, if you feel reducing your exposure would be beneficial, you can increase your distance from electric appliances and/or limit the amount of time you use appliances at home or at work.

For instance:

- You can place telephone answering machines and electric clocks away from the head of your bed.
- You can increase your distance from appliances such as televisions, computer monitors and microwave ovens.
- You can also reduce your EMF exposure by limiting the time you spend using personal appliances such as hair dryers, electric razors, heating pads and electric blankets.
- You can limit the time you spend using electric cooking appliances.
- You can locate sources of EMF in your work environment and spend break time in lower-field areas.

It is not known whether such actions will have any impact on your health.

To summarize:

- EMF exists wherever there is electricity: in homes, in workplaces, and near power lines. Electric fields exist whenever equipment is plugged in, but magnetic fields exist only when equipment is turned on. Both types of fields get weaker with distance from their source.
- Until more is known, your best strategy is to stay informed and, if you think it is necessary, to limit your exposure. You may be able to reduce your exposure by identifying EMF sources, changing the way you use electric appliances, and increasing your distance from EMF sources.

For More Information Contact Us:

- Call: LADWP EMF Inquiry Line - (213) 842-0221
- Email: EMF@ladwp.com
- Mail:
Los Angeles Department of Water and Power
EMF and Education
111 North Hope Street, Room 1044
Los Angeles, CA 90012
- Website: <https://www.ladwp.com/emf>

Links to other related sites

- **EMF Rapid Program**
<http://www.niehs.nih.gov/health/topics/agents/emf/>
- **The BioElectro Magnetic Society**
<http://www.bioelectromagnetics.org/index.php>
- **National Cancer Institute**
<https://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet>
- **World Health Organization**
<https://www.who.int/peh-emf/publications/facts/fs322/en/>
- **Center for Disease Control**
<https://www.cdc.gov/niosh/docs/96-129/>

CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER

For Contractors, Service Providers, Vendors, and Tenants

ATTACHMENT A

Agreement/Activity/Operation: License Agreement - SoCal Gas - Operate Gas Compressor (Van Norman Lake)
 Reference/Agreement: W-77492 - SELF INSURANCE OR CERTIFICATE ACCEPTABLE (w/scheduled endrmnt)
 Term of Agreement: _____
 RE Officer: Sayaka Meguri
 Phone Number: (213) 202-7902

- o Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated.
- o Firm 30 day Notice of Cancellation required.
- o All required scheduled endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

PER OCCURRENCE LIMITS

(✓) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)

- | | |
|-------------------------------------|----------------------------------------------|
| (✓) CA / All States Endorsement | () US L&H (Longshore and Harbor Workers) |
| () Jones Act (Maritime Employment) | () Outer Continental Shelf |
| (✓) Waiver of Subrogation | () Black Lung (Coal Mine Health and Safety) |
| () Other: _____ | () Other: _____ |

(✓) AUTOMOBILE LIABILITY: (\$1,000,000.00)

- | | |
|---------------------------|------------------------|
| (✓) Owned Autos | () Any Auto |
| (✓) Hired Autos | (✓) Non-Owned Auto |
| () Contractual Liability | (✓) Additional Insured |
| () MCS-90 (US DOT) | () Trucker's Form |
| () Waiver of Subrogation | () Other: _____ |

(✓) GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$5,000,000.00)

- | | | |
|----------------------------------|-------------------------------|-------------------------------|
| (✓) Property Damage | (✓) Contractual Liability | (✓) Personal Injury |
| (✓) Premises and Operations | (✓) Products/Completed Ops. | () Independent Contractors |
| (✓) Fire Legal Liability | () Garagekeepers Legal Liab. | () Child Abuse/Molestation |
| () Corporal Punishment | () Collapse/Underground | (✓) Explosion Hazard |
| () Watercraft Liability | (✓) Pollution | (✓) Addition Insured Status |
| (✓) Waiver of Subrogation | () Airport Premises | () Hangarkeepers Legal Liab. |
| () Marine Contractors Liability | () Other: _____ | () Other: _____ |

() PROFESSIONAL LIABILITY: ()

- | | | |
|---------------------------|-------------------------------|---------------------------|
| () Contractual Liability | () Waiver of Subrogation | () 3 Year Discovery Tail |
| () Additional Insured | () Vicarious Liability Endt. | () Other: _____ |

() AIRCRAFT LIABILITY: ()

- | | | |
|----------------------------------|---------------------------|--------------------------------|
| () Passenger Per Seat Liability | () Contractual Liability | () Hull Waiver of Subrogation |
| () Pollution | () Additional Insured | () Other: _____ |

() PROPERTY DAMAGE: () Loss Payable Status (AOIMA) ()

- | | | |
|------------------------------------|----------------------------------|----------------------------------|
| () Replacement Value | () Actual Cash Value | () Agreed Amount |
| () All Risk Form | () Named Perils Form | () Earthquake: _____ |
| () Builder's Risk:\$_____ | () Boiler and Machinery | () Flood: _____ |
| () Transportation Floater:\$_____ | () Contractors Equipment\$_____ | () Loss of Rental Income: _____ |
| () Scheduled Locations/Propt. | () Other: _____ | () Other: _____ |

() WATERCRAFT: ()

- | | | |
|------------------------------|------------------|------------------------|
| () Protection and Indemnity | () Pollution | () Additional Insured |
| () Waiver of Subrogation | () Other: _____ | () Other: _____ |

(✓) POLLUTION: ()

- | | | |
|---------------------------|----------------------------|------------------------|
| () Incipient/Long Term | () Sudden and Accidental | () Additional Insured |
| () Waiver of Subrogation | () Contractor's Pollution | () Other: _____ |

() CRIME: () Joint Loss Payable Status () Additional Insured ()

- | | | |
|-------------------------|--------------------------------|---------------------------------|
| () Fidelity Bond | () Financial Institution Bond | () Loss of Monies/Securities |
| () Employee Dishonesty | () In Transit Coverage | () Wire Transfer Fraud |
| () Computer Fraud | () Commercial Crime | () Forgery/Alteration of Docs. |
| () Other: _____ | () Other: _____ | |

() ASBESTOS LIABILITY: () Additional Insured ()