

0220-05512-0002

TRANSMITTAL

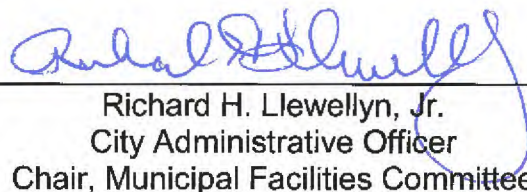
TO Council	DATE 04-12-19	COUNCIL FILE NO. 17-0133
FROM Municipal Facilities Committee	COUNCIL DISTRICT 2	

The attached report from General Services (GSD) was waived by the Municipal Facilities Committee (MFC) and is hereby transmitted for Council consideration. The MFC previously approved this license at its November 15, 2018 meeting. Council moved to authorize GSD to execute a license agreement with the Department of Water and Power (DWP) on January 15, 2019. Since that time, material terms of the license were revised and agreed to by both DWP and GSD, which requires an amended report.

Adoption of this report's recommendations would authorize GSD to execute an amended license with DWP for the DWP-owned property located at 11839 Sherman Way for use as the Sherman Way Navigation Center Project and Day Labor Center. Sublicenses to designate site operators will be brought forward to the MFC and City Council for both the Sherman Way Navigation Center operations and Day Labor Center operations once the selection process is complete. This license agreement is subject to concurrence by the DWP Board.

Fiscal Impact

The total capital improvements of \$4,164,000 will be funded by Proposition HHH bond funds (\$2,871,000), Capital Improvement Expenditure Plan (CIEP) funds (\$893,000), and State of California Homeless Emergency Aid Program (HEAP) funds (\$400,000). Any additional impact for operational costs associated with the sub-licensee agreements will be reported separately with funding to be requested as part of the Fiscal Year 2019-20 City Budget.


Richard H. Llewellyn, Jr.
City Administrative Officer
Chair, Municipal Facilities Committee

RHL:YC:EMM:16190036

CAO 649-d

CITY OF LOS ANGELES
CALIFORNIA

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT



ERIC GARCETTI
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX No. (213) 928-9515

April 17, 2019

Honorable City Council
City of Los Angeles
c/o City Clerk
Room 395, City Hall
Los Angeles, CA 90012

Attention: Leyla Campos, Legislative Assistant

**REQUEST APPROVAL TO AMEND THE CITY
COUNCIL APPROVED REPORT AND PROPOSED LICENSE
AGREEMENT WITH THE DEPARTMENT OF WATER AND POWER**

The Department of General Services (GSD) requests approval to amend the City Council approved report (Council File: 17-0133) and proposed license agreement with the Los Angeles Department of Water And Power (LADWP) for the LADWP-owned property located at 11839 Sherman Way, Los Angeles, California 91605 for the Sherman Way Navigation Center Project.

BACKGROUND

On January 15, 2019, City Council approved the attached report (Attachment 1) authorizing GSD to negotiate and execute a new license agreement with the LADWP for the City-owned property for use as a Day Laborer Resource Program Center and Homeless Navigation and Storage Center. LADWP has since requested revisions to the original terms and conditions.

The amendments/revisions to the license agreement include the following:

1. Term shall be five years and shall include three five-year options.
2. Termination shall be a mutual and bi-lateral agreement between both parties with compensation by LADWP if terminated within the first five-year term. Such compensation shall not apply to any of the three option terms.

3. License Fee shall be \$1.00 per year for the initial five-year term of the agreement. For each additional five year option term, the license fee shall be increased by the lesser of five percent or the maximum legal rate.
4. Clarification of the gross area of the subject premises is approximately 30,870 square feet.

The revised LADWP drafted license agreement is attached (Attachment 2) and includes all revisions including those highlighted above.

RECOMMENDATION

That the Los Angeles City Council approve the amendments to the license agreement included in the Attachment 2 and authorize Department of General Services to negotiate and execute the new license agreement with the Los Angeles Department of Water and Power for the City-owned property located at 11839 Sherman Way, Los Angeles, California 91605 for use as a Day Laborer Resource Program Center and Homeless Navigation and Storage Center.




Tony M. Royer
General Manager

Attachment 1: City Council Approved Report dated November 15, 2018

Attachment 2: Final - License Agreement - LADWP-GSD

Attachment 1

TRANSMITTAL			0220-05512-0001
TO Council	DATE 11-29-18	COUNCIL FILE NO.	
FROM Municipal Facilities Committee		COUNCIL DISTRICT Various	
<p>At its meeting held on November 15, 2018, the Municipal Facilities Committee (MFC) adopted the recommendations of the attached General Services Department (GSD) report, which is hereby transmitted for Council consideration. Adoption of the report recommendation would authorize GSD to negotiate and execute a new License Agreement with the Department of Water and Power (DWP) for the DWP-owned property located at 11839 Sherman Way for use as the Sherman Way Navigation Center Project and Day Labor Center. Sublicenses to designate site operators will be brought forward to the MFC and City Council for both the Sherman Way Navigation Center operations and Day Labor Center operations once the selection process is complete.</p> <p>DWP is licensing the property to GSD at zero cost to the City. Capital improvements will be funded by a combined \$3,764,000 in Proposition HHH bond funds (\$2,871,000) and Capital Improvement Expenditure Plan (CIEP) funds (\$893,000). An additional \$400,000 in State of California Homeless Emergency Aid Program (HEAP) funds are pending Council consideration for commitment on the project (C.F. 18-1087). Any additional impact for operational costs associated with the sub-licensee agreements will be reported separately with funding to be requested as part of the Fiscal Year 2019-20 City Budget. This license agreement is subject to concurrence by the DWP Board.</p> <div style="text-align: center;"> Richard H. Llewellyn, Jr. City Administrative Officer Chair, Municipal Facilities Committee</div>			

RHL:MB:EMM:16190012

CAO 649-d

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 828-9555
FAX NO. (213) 828-9515

November 15, 2018

Honorable City Council
City of Los Angeles
c/o City Clerk
Room 395, City Hall
Los Angeles, CA 90012

Attention: Leyla Campos, Legislative Assistant

**REQUEST AUTHORIZATION TO NEGOTIATE AND EXECUTE A NEW LICENSE
AGREEMENT WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER**

The Department of General Services (GSD) requests authorization to negotiate and execute a license agreement with the Los Angeles Department of Water And Power (DWP) for the DWP-owned property located at 11839 Sherman Way, Los Angeles, California 91605 (Sherman Way) for the Sherman Way Navigation Center Project (Project).

BACKGROUND

In 1990, Sherman Way, also known as the North Hollywood Day Labor Center, was previously licensed by DWP to the Community Development Department – now known as the Employment Workforce Development Department (EWDD) – for the purpose of installing, operating, and maintaining a day laborer facility. The facility provides a safe place for low-income day laborers to find temporary work and to obtain critical job training and services. The center is currently run by the non-profit Youth Policy Institute through a sub-lease with the EWDD. The site is significantly underutilized with great potential for improvement and expansion of services to underserved people in the community. The original license with EWDD was for a term of three years and is expired.

On February 3, 2017, a motion (Council File: 17-0133) was adopted instructing the City Administrative Officer (CAO), with the assistance of the Bureau of Engineering (BOE), to develop a plan to expand the operations at the day laborer center site at Sherman Way. This includes services for the homeless and other underserved populations, including any construction designs necessary to accommodate the additional space required for the expansion.

On June 6, 2018, an amending motion was introduced instructing GSD to negotiate and execute a license with the Department of Water and Power to utilize this site for a day laborer center and for

homeless services. It includes a provision that allows GSD to sublicense the property to nonprofit organization(s) to provide services at the site.

Sherman Way contains two proposed components: a Day Laborer Resource Program Center, and a Homeless Navigation and Storage Center. Services will include helping homeless individuals find work, make the transition to stable housing and provide homeless storage & hygiene facilities. The Day Laborer Resource Program Center services will include providing a safe place for day laborers to organize and be hired in a dignified manner. The Homeless Navigation & Storage Center component of the Project will serve individuals, families, and youth experiencing homelessness by providing 120 storage bins, new restrooms and showers, a laundry facility, garden area and a case management space.

DWP advised GSD to concurrently obtain Council approval along with DWP's procedural board approval for their internal report. DWP's report was scheduled to go before their Board on October 23, 2018. The Department is awaiting confirmation of that action.

BOE is set to start construction in early 2019 to expand the site and upgrade it with restrooms, showers and storage facilities to accommodate both uses. An RFP has been released to select providers for both the Day Laborer Resource Program Center and the Homeless Navigation and Storage Center. Once the providers are selected, GSD will bring back two separate sub-license requests for the site operators to the Municipal Facilities Committee and Council for approval at a future meeting.

TERMS AND CONDITIONS

The license agreement will contain the following:

LOCATION:	11839 Sherman Way, Los Angeles, CA 91605
LANDLORD:	Los Angeles Department of Water and Power
USE:	Day Laborer Resource Program Center and Homeless Navigation and Storage Center
SQUARE FEET:	Approximately 30,236
TERM	5 years
OPTION TERM:	One 5-year option. Sub-licenses to run concurrent with the master license.
RENTAL RATE:	\$0 per year
ADDITIONAL RENT:	N/A
SECURITY DEPOSIT:	No security deposit required
UTILITIES:	All utilities will be paid by the sub-tenants and separately metered
PARKING:	Included

TENANT

IMPROVEMENTS:

All tenant improvements will be at the sole cost of the Tenant (City)

CUSTODIAL SERVICE:

All custodial services will be at the sole cost of the sub-tenants upon occupancy

MAINTENANCE:

City will provide maintenance of all structures and building systems, including foundation, roof, plumbing, electrical, sewer fire, life, safety. Sub-tenants to provide daily routine maintenance.

SITE CONSTRUCTION AND MAINTENANCE

Funding for the site preparation for the Project will be provided by Proposition HHH and the Capital Improvement Expenditure Program (CIEP) funds. GSD's Construction Forces Division will complete the construction.

The CAO advises that they will establish maintenance funds with Prop HHH bond interest proceeds for major building and site systems such as structural, foundation, sewer, roof, HVAC, plumbing and electrical systems and fire, life, safety.

Daily routine maintenance will be provided by the sub-tenant.

FISCAL IMPACT

DWP provides the license agreement at zero cost to the City. Prop HHH funds bond interest proceeds will fund major maintenance, undetermined at this time.

RECOMMENDATION

That the Los Angeles City Council authorize the Department of General Services to negotiate and execute a new license agreement with the Los Angeles Department of Water and Power for the City-owned property located at 11839 Sherman Way, Los Angeles, CA 91605 for use as a Day Laborer Resource Program Center and Homeless Navigation and Storage Center under the terms and conditions substantially as outlined in this report.



Tony M. Royster
General Manager

Attachments

CD 2 NAVIGATION CENTER

Rev Date: 10/4/2018

Design and construct a new modular Homeless Service and Day Labor facility at DWP site along Sherman Way. The facility will provide storage, mobile hygiene facility, job training, Day Labor Facility and related offices.

WO #: E1908292

CD: 2

ROM

Activity	Action By	Phase	Homeless Storage	Day Labor Office	Total Sto & DL
Project Management & Other Direct Costs					
Project Mgmt.	BOE	PM	\$ 37,600	\$ 19,160	\$ 56,760
Survey (BOE)	BOE	Design/Constr	\$ 10,000		\$ 10,000
Environmental (BOE)	BOE	Design/Constr	\$ 5,000		\$ 5,000
Geotech (BOE)	BOE	Design/Constr	\$ 9,400	\$ 4,790	\$ 14,190
Geotech (Consultant)		Design/Constr	\$ 9,400	\$ 4,790	\$ 14,190
B&S PC/Permit	Building & Safety	Design	\$ 28,200	\$ 14,370	\$ 42,570
Other Permit Fees	Fire & Public Works	Design	\$ 4,700	\$ 2,395	\$ 7,095
Planning Fees	Planning Dept.	Design	\$ -	\$ -	\$ -
Arts Fee	Cultural Affairs	Design	\$ 18,800	\$ 9,580	\$ 28,380
Quality & Standards	BOE	Bid & Award	\$ 2,500		\$ 2,500
		Subtotal:	\$ 125,600	\$ 55,085	\$ 180,685
Design					
BOE In-House Design		Design	\$ 188,000	\$ 95,800	\$ 283,800
Consultant Support	BOE	Design	\$ 28,200	\$ 14,370	\$ 42,570
		Subtotal:	\$ 216,200	\$ 110,170	\$ 326,370
Construction					
Contractor (GC)	GSD Construction	Constr	\$ 1,880,000	\$ 958,000	\$ 2,838,000
Contingency 10.0%	TBD	Constr	\$ 188,000	\$ 95,800	\$ 283,800
Constr. Mgmt.	BOE	Constr	\$ 94,000	\$ 47,900	\$ 141,900
BCA - Inspection	Bureau of Cons. Admin.	Constr	\$ 75,200	\$ 38,320	\$ 113,520
Bureau of Street Lighting	BSL	Constr	\$ -	\$ -	\$ -
Bureau of Street Services	BSB	Constr	\$ -	\$ -	\$ -
Dept. of Transportation	DOT	Constr	\$ -	\$ -	\$ -
Information Tech. Agency	ITA	Constr	\$ -	\$ -	\$ -
Utilities (Included In GC)	DWP Sewer, Storm	Constr	\$ -	\$ -	\$ -
		Subtotal:	\$ 2,237,200	\$ 1,140,020	\$ 3,377,220
Hygiene Trailers					\$ 357,000
Total:			\$ 2,570,000	\$ 1,305,275	\$ 4,241,275
Project Contingency:			\$ 266,837	\$ 129,761	\$ 396,599
TOTAL PROJECT COST			\$ 2,836,837	\$ 1,435,036	\$ 4,627,874
FUNDING:					
	Prop HHH				\$ 2,871,000
	Other:				\$ 883,000
TOTAL FUNDING					\$ 3,754,000

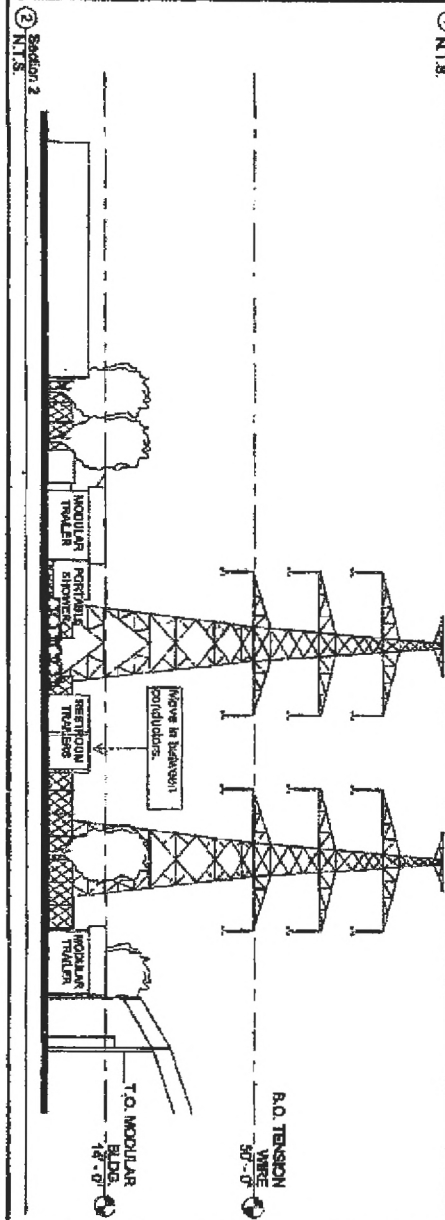
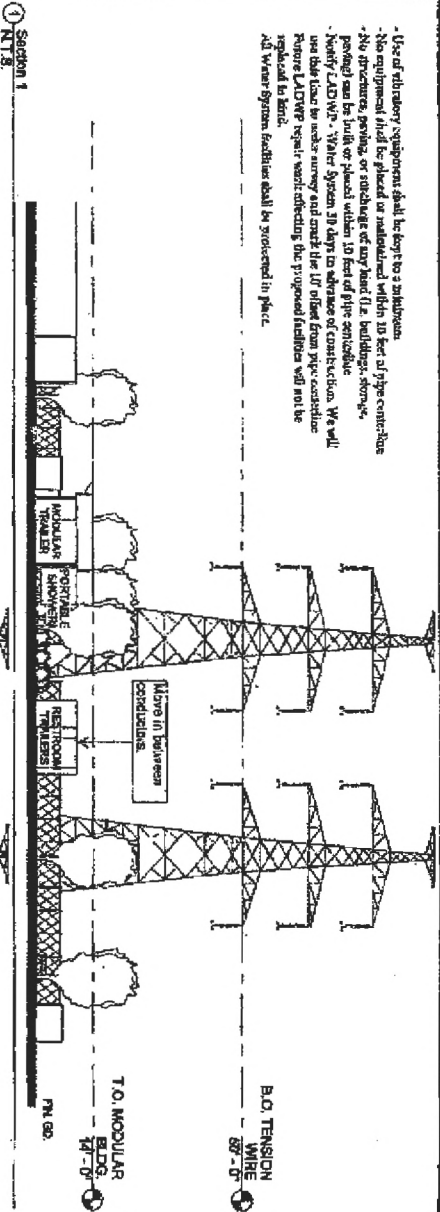
FINDING SURPLUS/(SHORTFALL)

1 (863,874)

Note: Hygiene Trailer; cost not covered HHH

PREPARED BY:
Bureau of Engineering

- Use of laboratory equipment shall be kept to a minimum.
- No equipment shall be placed or maintained within 15 feet of pipe construction.
- No structures, paving, or storage of any kind (i.e. buildings, storage, parking) may be built or placed within 15 feet of pipe construction.
- Notify CADD WP - Water System 30 days in advance of construction. We will use this time to make survey and mark the 15' offset from pipe construction.
- Future LADWP right-of-way affecting the proposed facilities will not be replanted in kind.
- All Water System facilities shall be protected in place.



CITY OF LOS ANGELES		DEPARTMENT OF PUBLIC WORKS		BUREAU OF ENGINEERING	
GARY L. MOORE, PE, ENV SP		DAY LABORER HOMELESS STORAGE		SECTION	
11839 SHERMAN WAY NORTH HOLLYWOOD, CA 91605		Project number: E1902362		A103	
		Date: 2/14/18			
		Drawn by: J. Porter			
		Checked by: [blank]		Scale: 1" = 20'-0"	
				ENGINEERING	
				CITY OF LOS ANGELES	

Attachment 2

DO NOT RECORD

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("LICENSE AGREEMENT") is made and entered into this _____ day of _____, 2019, by and between the CITY OF LOS ANGELES, acting by and through its DEPARTMENT OF WATER AND POWER, (hereinafter referred to as "Licensor" or alternatively "LADWP"), and the CITY OF LOS ANGELES, acting by and through its General Services Department (hereinafter referred to as "Licensee" or "GSD") for and in consideration of the keeping and performance by Licensee of the terms and conditions hereof. Licensor and Licensee may collectively be referred to as the "Parties".

WHEREAS, LADWP owns and retains control and jurisdiction over the real property located at 11839 Sherman Way, Los Angeles, California 91605 and described and depicted in Exhibit A, attached hereto and incorporated herein by this reference; ("SUBJECT PREMISES") for the purpose of maintaining and operating an electric transmission line right-of-way;

WHEREAS, LADWP continues to utilize the SUBJECT PREMISES as an electric transmission line;

WHEREAS, Licensee wishes to utilize and maintain the SUBJECT PREMISES for a Day Laborer Resource Program Center and Homeless Navigation and Storage Center and enter into agreements with non-profit organizations to provide support services to homeless individuals; and

WHEREAS, Licensee shall maintain and secure the SUBJECT PREMISES to ensure protection of the LADWP's electric transmission line right-of-way;

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, the Parties to this LICENSE AGREEMENT do hereby agree as follows:

1. LICENSE OF SUBJECT PREMISES; POSSESSION.

Licensor does hereby License to Licensee that certain real property identified herein as the SUBJECT PREMISES which is owned by the City of Los Angeles and under the control and jurisdiction of LADWP for the purpose of a Day Laborer Resource Program Center and Homeless Navigation and Storage Center. The LADWP finds that: (1) the SUBJECT PREMISES to be used by Licensee under this LICENSE AGREEMENT is not presently needed for LADWP purposes; (2) the entering into of this LICENSE AGREEMENT will not interfere with LADWP's current purposes or uses of the property; and (3) the use of the SUBJECT PREMISES by GSD is in conformance with the City of Los Angeles Municipal Code and furthers public purposes and the interests of LADWP and GSD. The gross area of the SUBJECT PREMISES is approximately 30,870 square feet.

P-101413

Licensee hereby agrees to License the SUBJECT PREMISES from Licensors and Licensors hereby license same to Licensee upon all of the terms and conditions contained herein.

The right and permission of Licensee is subordinate to the prior and paramount right of Licensors to use the SUBJECT PREMISES for the public purposes to which it now is and may, at the option of Licensors, be devoted. Licensee undertakes and agrees to use the SUBJECT PREMISES and to exercise its rights under this License Agreement jointly with Licensors, and will at all times exercise the rights and obligations herein given in such manner as will not interfere with the full use and enjoyment of SUBJECT PREMISES by Licensors.

Upon the Effective Date of this LICENSE AGREEMENT, Licensee agrees to accept possession of the SUBJECT PREMISES in its existing "AS IS" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances and regulations governing and regulating the use of the SUBJECT PREMISES and any recorded covenants, conditions, restrictions, easements, licenses or right of ways. Licensee has had the opportunity to inspect the SUBJECT PREMISES and Licensors makes no representations or warranties with respect to the condition of the SUBJECT PREMISES, the uses that may be permitted thereon, or any patent or latent defects.

2. TERM AND TERMINATION

(a) This LICENSE AGREEMENT shall commence upon the Effective Date and terminate five (5) years thereafter ("TERM"). "Effective Date" shall mean the first date upon which all of the following shall have occurred: (1) this Agreement has been signed by the person authorized by the Board of Water and Power Commissioners to sign on its behalf and also signed by the person authorized by the Licensee and City Council; and (2) the Office of the City Attorney has indicated in writing its approval of this LICENSE AGREEMENT as to form. This LICENSE AGREEMENT may be extended for three (3) additional five-year option terms upon written notice by GSD not less than 180 days prior to the end of the initial or prior five-year term. Upon LADWP's receipt of such extension notice from GSD, LADWP's General Manager or Acting General Manager shall acknowledge, in writing, the extension notice, unless this LICENSE AGREEMENT has been or will be terminated in accordance with subsection (b) below.

(b) The parties acknowledge and agree that Licensors maintain jurisdiction and control over the SUBJECT PREMISES for current and future water and power utility purposes and that Licensors may need to terminate this LICENSE AGREEMENT for future utility upgrades or facilities. Licensors shall use reasonable efforts to plan and locate any future utility facilities so as to minimize disturbance to Licensee's improvements and use of the SUBJECT PREMISES. Additionally, Licensors shall notify and coordinate with Licensee prior to commencing any non-emergency work on the SUBJECT PREMISES. If Licensors is unable to reasonably plan its proposed utility facilities around Licensee's improvements and uses and anticipates having to repossess and use the SUBJECT PREMISES for planned utility facilities, Licensors shall notify Licensee of Licensors's plans not less than one hundred eighty (180) days prior to Licensors's proposed termination of this LICENSE AGREEMENT. Within thirty (30) days of notice by Licensors to Licensee of Licensors's intent to terminate this LICENSE

AGREEMENT, Licenser and Licensee shall meet to discuss potential alternative locations for Licensee's improvements and uses. If Licenser (acting by and through its General Manager or designee) and Licensee are able to locate and agree on an alternative location on Licenser's other properties for Licensee's improvements and uses, the location of the SUBJECT PREMISES may be changed by replacing Exhibit A and the description of Licensee's improvements in Exhibit B (defined in Section 3, below); thence this LICENSE AGREEMENT shall be deemed amended. If Licenser and Licensee are not able to agree on an alternative location on Licenser's other properties for Licensee's improvements and uses after ninety (90) days of Licenser's notice of intent to terminate, Licenser shall have the right to terminate this LICENSE AGREEMENT and revoke Licensee's rights to use and occupy the SUBJECT PREMISES under this LICENSE AGREEMENT by sending a notice to Licensee specifying the termination date which shall not be less than Ninety (90) days after such written notice of termination. Notwithstanding anything to the contrary, the parties hereto agree that in the event of termination pursuant to this Subsection 2(b), Licensee and Licenser shall, in good faith, work together to minimize Licensee's financial loss caused by such termination, and Licenser shall compensate Licensee in the following manner: (i) if Licenser sends the termination notice prior to the first anniversary of the Effective Date, then Licenser shall pay Licensee \$1,300,000.00; (ii) if Licenser sends the termination notice during the second lease year of the initial five-year lease term, then Licenser shall pay Licensee \$650,000.00; (iii) if Licenser sends the termination notice during the third lease year of the initial five-year lease term, then Licenser shall pay Licensee \$325,000.00; (iv) if Licenser sends the termination notice during the fourth lease year of the initial five-year lease term, then Licenser shall pay Licensee \$162,500.00; and (v) if Licenser sends the termination notice during the last lease year of the initial five-year lease term, then Licenser shall pay Licensee \$81,250.00. Such compensation shall not apply to any of the three option terms that may or may not be exercised by Licensee.

3. USE

The uses of the SUBJECT PREMISES specifically allowed pursuant to this LICENSE AGREEMENT are:

a. Day Laborer Resource Program Center

The Day Laborer Resource Program Center services will include providing a safe place for day laborers to organize and be hired in a dignified manner. A Day Laborer Resource Program is a public safety program that allows persons seeking casual labor work to safely congregate and be matched with employers seeking temporary workers. The Day Laborer Resource Program Center is also a fixed hiring center in selected areas of the City where day laborers can congregate safely and wait for prospective employers, thus serving as an alternative to the practice of congregating in public streets and/or in front of business establishments. Basic amenities to day laborers such as water, coffee, bread, lavatories, waste disposal, benches and shade are also provided.

b. Homeless Navigation and Storage Center

The Homeless Navigation & Storage Center will serve individuals, families, and youth experiencing homelessness by providing 120 storage bins, new restrooms and showers, a laundry facility, garden area and a case management space.

4. IMPROVEMENTS AND REPAIRS

GSD, as Licensee, may improve (as necessary for the uses allowed by this LICENSE AGREEMENT) and shall maintain and protect the SUBJECT PREMISES. As between LADWP and GSD, GSD shall be responsible for and bear all costs and expenses of any improvements, repairs, maintenance, security and use of the SUBJECT PREMISES during the TERM of this LICENSE AGREEMENT.

- a. Licensee may perform the construction of the improvements as described in Exhibit "B." Such plans and specifications are attached hereto as Exhibit "B" and incorporated herein. Licensee shall acquire all certificates, permits, licenses and other authorizations of governmental bodies or authorities necessary to use and maintain the improvements on the SUBJECT PREMISES and shall keep same in full force and effect at Licensee's cost.
- b. Reproducible As-Built plans showing all plans and profiles of the Licensee's project and improvements shall be furnished to Real Estate Services, Los Angeles Department of Water and Power, 221 N. Figueroa St., Suite 1600, Los Angeles, CA 90012, within thirty (30) days after completion of Licensee's project.
- c. Construction may not commence until engineering plans have been reviewed and approved by the LADWP's Power System and Water System.
- d. Licensee shall keep the SUBJECT PREMISES free and clear of all liens during the construction of any improvements initiated by Licensee. Should Licensee fail to do so, or to have any liens removed from the SUBJECT PREMISES within thirty (30) days of notification to do so by the Licensor, in addition to all other remedies available to the Licensor, Licensor shall have the right but not the obligation to take action to remove each lien, Licensee shall indemnify and hold Licensor harmless for all costs and expenses, including attorneys' fees, actually incurred by Licensor in having any liens removed from the SUBJECT PREMISES.
- e. Licensee shall have sole authority to negotiate and supervise all contracts for the furnishing of services, labor, and materials for the construction and/or maintenance of any improvements and/or services on the SUBJECT PREMISES at its cost. Licensee shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be

fully and completely constructed and installed in accordance with good engineering and construction practice of all such sub-licenses and all such construction/service provider contracts.

- f. Subject to the provisions of this Section, Licensee shall have the right, at its sole expense, from time to time, to make changes to the SUBJECT PREMISES as Licensee shall deem expedient or necessary for its purposes; provided, however, that such alteration and changes shall not impair the geological soundness of the SUBJECT PREMISES or Licensor's facilities and transmission line right-of-way.
- g. Licensee shall also be responsible for all necessary repairs to the SUBJECT PREMISES including necessary maintenance keeping the SUBJECT PREMISES and improvements in good order and condition.
- h. Licensor shall have the right at all times to post and keep posted on the SUBJECT PREMISES any notices permitted or required by law, or which Licensor shall deem proper for the protection of Licensor and the SUBJECT PREMISES, and any other party having an interest therein, from liens, and Licensee shall give to Licensor at least three (3) business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the SUBJECT PREMISES.
- i. Any improvements, alterations or changes to the SUBJECT PREMISES by Licensee are required to be fully permitted and are subject to Licensor's written consent prior to the commencement of construction.
- j. All work done, pursuant to this LICENSE AGREEMENT, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein. Moreover, Licensee shall be responsible for applying for and obtaining all necessary permits, licenses or other authorization as well as appropriate inspections required for the lawful and proper construction and installation of the improvements and parking facilities constructed on the SUBJECT PREMISES.
- k. Licensee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereof. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

GSD shall require all Sub-Licensees or contractors making any improvements which constitute "public works" under California Labor Code § 1771 to comply with all applicable Federal, State and City of

Los Angeles prevailing wage requirements.

- i. If LADWP determines at any time during construction that Licensee's efforts are hazardous or detrimental to LADWP's facilities, LADWP shall have the right to immediately stop said construction until further notice.

5. LICENSE FEE

Upon commencement of this LICENSE AGREEMENT, in addition to Licensee's obligations in Section 8 below, Licensee agrees to pay to Licensor the sum of One Dollar (\$1.00) per year for the initial Five (5) year Term of this LICENSE AGREEMENT.

For each additional Five (5) year option term, the license fee shall be increased by the lesser of Five percent (5%) or the maximum legal rate.

6. SUBORDINATION (LICENSOR'S RIGHTS)

The rights granted under this LICENSE AGREEMENT are subject to and subordinate to the prior and continuing rights and obligations of LADWP to use the SUBJECT PREMISES in the exercise of its power and in the performance of its duties, including those as a City-owned electric power and water utility. Licensee hereby acknowledges that the SUBJECT PREMISES are part of the LADWP's electric transmission line right of way, contains high voltage transmission lines and agrees to comply with all of the following conditions:

- a. Licensee, its employees, agents, contractors, and subcontractors shall not at any time, physically access, climb upon, park under, build or attach on, or in any way modify LADWP's transmission tower or, if applicable, water facility.
- b. In the event of damage to any transmission line tower, line or other LADWP facility, LADWP 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 charge for a minor damage occurrence on a transmission line tower or water facility. The overall cost for each incident includes expenses for Real Estate Services, Transmission Construction and Maintenance, Transmission Engineering, Right of Way Engineering, Structural Engineering, Water Operations Division, LADWP Shops, equipment usage, customized materials, and procurement processing, and typically exceeds the minimum charge. Licensor reserves the right to increase the minimum charge, depending on the extent of damage.
- c. Licensee shall access LADWP facilities by conforming to LADWP security and operational procedures and shall take reasonable precautions to prevent unauthorized ingress and egress to LADWP property.
- d. There is expressly reserved unto LADWP and unto all authorized

employees of said LADWP the right of continuous access to LADWP's facilities.

- e. Licensee shall not place any equipment or improvements within the SUBJECT PREMISES except for those approved in writing by Licensor and shown on Exhibit B. Licensee shall submit detailed drawings and obtain the prior written approval of LADWP for changes or additions to said equipment or improvements prior to the construction of such changes or additions. "As Built" drawings showing all of the changes and additions shall be submitted to LADWP's Real Estate Services within sixty (60) days of completion. Licensee shall sign and date the drawings, which will then become a part of this License Agreement. Unapproved equipment or improvements found on the SUBJECT PREMISES will be considered a breach of this License Agreement and subject to corrective actions.
- f. During construction of Licensee's facilities, access across LADWP property shall be between the hours of 8:00 a.m. through 4:00 p.m., Monday through Friday.
- g. During the term of this License, Licensee shall comply with Los Angeles Municipal Code Section 121, relating to water conservation as to the SUBJECT PREMISES.
- h. Licensee hereby acknowledges receipt of an information package consisting of Understanding EMF – Electric Magnetic Fields, Exhibit C, attached hereto and made a part hereof. Additional Information pertaining to EMF can be obtained by calling (213) 367-2616 or via the internet at: <http://www.ladwp.com>. Licensee undertakes and agrees to distribute all the information in said package to all personnel working under Licensee's direction and control.
- i. Licensee shall take all reasonable measures to minimize disturbances to neighboring businesses or residences, including control of dust from their activities, and shall assume the responsibility to resolve any complaints/disputes from adjacent property owners or the public.
- j. Storage of flammable liquids is not permitted within the SUBJECT PREMISES.

7. UTILITIES

Licensee shall pay or cause to be paid the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Licensee on the SUBJECT PREMISES during the Term, whether or not such services are billed directly to Licensee. Licensee will also procure, or cause to be procured, without cost to Licensor, any and all necessary permits, licenses, or other

authorizations required for the lawful and proper installation and maintenance upon the SUBJECT PREMISES of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the SUBJECT PREMISES. Licensor, upon request of Licensee, and at the sole expense and liability of Licensee, will join with Licensee in any application required for obtaining or continuing any such services.

Licensee shall pay or cause to be paid all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of its rights under the terms and conditions of this LICENSE AGREEMENT.

8. OPERATIONS AND MAINTENANCE

As part of the consideration for this LICENSE AGREEMENT, Licensee shall make all arrangements for and pay or cause to be paid for all services furnished to or used in the ordinary course of its (or its contractors' use of the SUBJECT PREMISES), including, without limitation, landscaping, security, trash collection, and extermination. Licensee shall be responsible for maintenance of the entire SUBJECT PREMISES (including the improvements) in a neat, clean, and weed-free condition, including landscaping and parkways between fences and public streets. Licensee shall further be responsible for all brush clearance activities on the SUBJECT PREMISES. Licensee will at all times remain in compliance with brush clearance requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.

9. NOTICES

Any notices, correspondence or other communication given between the parties herein shall also reference LADWP File P-101413 and be given as follows:

To: Department of Water and Power
Attention: Real Estate Services
Director of Real Estate
221 North Figueroa Street, Suite 1600
Los Angeles, California 90012
Phone Number: 213.367.0564
Fax Number: 213.367.0746

To: City of Los Angeles
Department of General Services
Attention: Real Estate & Asset
Management
111 E. First Street, Room 201
Los Angeles, CA 90012

Licensee shall notify the LADWP of any changes in Licensee's mailing address and daytime telephone number within ten (10) days of any changes. Any notice to LADWP shall be given by delivering such notice to the address above.

10. RESTORATION

Upon any termination of this LICENSE AGREEMENT, Licensee shall surrender the SUBJECT PREMISES in a neat and clean condition, normal wear and tear excepted.

Licensee shall complete restoration of the SUBJECT PREMISES to its original condition or better, ordinary wear and tear excepted, prior to termination of this LICENSE AGREEMENT. For purposes of this Section 10, "original condition" shall mean the condition that existed immediately prior to Licensee's occupancy, whether such occupancy was pursuant to this LICENSE AGREEMENT or a prior agreement between

Licensors and Licensee. Restoration of the SUBJECT PREMISES shall include, but not be limited to, removal of all of the Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements installed by Licensee (whether installed in connection with this LICENSE AGREEMENT or a prior agreement between Licensors and Licensee) unless otherwise instructed in writing by the LADWP. Licensee shall call the LADWP's Real Estate Services, (213) 367-0564, to make arrangements for a field inspection of Licensee's improvements in order to determine which improvements, if any, will be allowed to remain. All improvements existing upon the SUBJECT PREMISES at the conclusion of this LICENSE AGREEMENT shall become the property of the LADWP.

Upon expiration or termination of this LICENSE AGREEMENT, the LADWP will expeditiously conduct an inspection of the SUBJECT PREMISES to determine if restoration has been completed by Licensee. If the LADWP determines that restoration has not been completed upon expiration or termination of this LICENSE AGREEMENT, the LADWP may restore said Licensed area entirely at the risk and expense of the Licensee.

11. INDEMNIFICATION AND INSURANCE

- a. Neither party shall be responsible for personal injury or property damage or loss except for that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. However, the Lessee, GSD, shall retain liability for its sub-Licensees, contractors, or the contractor's officers, agents, employees, or subcontractors of any tier.
- b. Indemnification and Insurance required. GSD shall require all of GSD's sub-Licensees, contractors, consultants or any other party or entity providing services or working on or using the SUBJECT PREMISES to indemnify and provide insurance covering Licensors as required below.

Additional Insured Status Required

GSD shall require its contractors/vendors to 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 (Attachment A). The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds against the area of risk described herein as respects contractor's negligent acts, errors, or omissions in its performance of the agreement, 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 contractor assumed under the contract.

Separation of Insured's and Cross Liability Required

Each specified insurance policy shall contain a Separation of Interest and Cross Liability clause and a Contractual Liability Endorsement which shall also apply to liability assumed by the Insured under its Agreement with the City of Los Angeles.

Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the negligent acts, errors, or omissions of contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of contractor. Any insurance carried by the LADWP which may be applicable shall be deemed to be excess insurance and the contractor's insurance is primary for all purposes despite any conflicting provision in the contractor's policies to the contrary.

Proof of Insurance for Renewal or Extension Required

GSD's contractor(s) 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 Requirement page showing that the insurance coverage has been renewed or extended and shall be filed with the LADWP.

Submissions of Acceptable Proof of Insurance and Notice of Cancellation

GSD's contractor(s) shall provide proof to LADWP's Risk Manager of all specified insurance and related requirements either by use of LADWP's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with the LADWP prior to contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the 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 mail to the LADWP Risk Management Section (30) calendar days prior to the effective date thereof. The notification shall be sent by first class mail to: The Risk Management Section, Los Angeles Department of Water and Power, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, GSD's contractor(s) 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 contract with the same limits, terms and conditions of the expiring policy.

Failure to Maintain and Provide 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 the LADWP may immediately terminate or suspend the LICENSE AGREEMENT.

- c. Licensee acknowledges and warrants that in each sub-License, service contract and each construction/demolition/services contract awarded or issued by Licensee to any sub-tenant or contractor for any occupancy or work to be performed, that each sub-License or contract will include requirements for indemnification of the City and LADWP as well as additional insured insurance endorsements and covenants in favor of the City of Los Angeles and the LADWP.

Licensee agrees that no sub-Licensee may occupy the SUBJECT PREMISES and no contractor shall perform work for or on behalf of the Licensee or Sub-Licensees on the SUBJECT PREMISES without fulfilling the indemnity and insurance requirements within their contract.

Contractor and Sub-Contractor Compliance

GSD shall be responsible for all contractors' and sub-contractors' compliance with the insurance requirements with limits applicable to the scope of work being performed.

The insurance requirements are further set forth in Attachment A, attached hereto and incorporated by this reference

12. HAZARDOUS SUBSTANCES

Licensee shall be responsible for the training of 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. Licensee shall be responsible if any hazardous material is discharged by Licensee, or Licensee's officers, agents, sub-Licensees, contractors or employees onto the premises.

During and after the TERM of this LICENSE AGREEMENT, the Licensee shall be responsible, to the extent caused by or introduced onto the SUBJECT PREMISES as a result of the use of the SUBJECT PREMISES 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 SUBJECT PREMISES, 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 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 (29 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 §§24249.5 et. seq.]; the Porter-Cologne Water Quality 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 SUBJECT PREMISES, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Licensor and any governmental body having jurisdiction there over.

This Section 12, and the obligations herein, shall survive the expiration or earlier termination of this LICENSE AGREEMENT.

13. SPECIAL PROVISIONS

- a. TAXES: Licensee shall be responsible for and cause to be paid any taxes that may be assessed on the SUBJECT PREMISES. The County Assessor may value the possessory interest created by this LICENSE AGREEMENT or any Sub-Licenses. Under California Revenue and Taxation Code section 107.6, a property interest tax may be levied on that possessory interest. Licensee shall be obligated to pay or cause to be paid by its sub-Licensees or sub-contractors this property tax, and failure to do so may be considered a material breach of the LICENSE AGREEMENT. GSD shall cause the notification required by Revenue and Taxation Code section 107.6 to be included in any sub-License or contract to use the SUBJECT PREMISES.
- b. LICENSOR RIGHT OF ACCESS: Licensor reserves the right to cross the SUBJECT PREMISES to access its transmission lines or its other facilities as necessary. Licensor may require a dual lock system to allow 24 hour access to the SUBJECT PREMISES.

- c. ASSIGNMENTS: This LICENSE AGREEMENT and all of the rights hereunder given are personal to Licensee and except as explicitly provided or authorized in this LICENSE AGREEMENT, is not assignable, and any attempt to do so shall be void and shall confer no right of any third party. For the avoidance of doubt, Licensee is authorized to contract with and allow use by contracted operators of the Day Laborer Resource Program Center and the Homeless Navigation and Storage Center to be operated on the SUBJECT PREMISES.
 - d. Licensee hereby acknowledges that this LICENSE AGREEMENT is a License only and does not constitute any interest or ownership in the SUBJECT PREMISES.
 - e. Licensee is hereby notified that facilities of the LADWP may exist on the SUBJECT PREMISES. Licensee shall take reasonable precautions and actions to avoid infringing, interfering or damaging any installations by itself, its sub-Licensees, contractors, employees and/or agents.
14. CHILD SUPPORT ASSIGNMENT ORDERS. 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 the License subjecting the License to termination where such failure shall continue for more than 90 days after such notice of such failure to Licensee by Licensor or City.
15. DEFAULTS AND REMEDIES.
- a. Defaults. The following events shall be deemed to events of default by Licensee under this LICENSE AGREEMENT:
 - (1) Licensee fails to pay any rent due under this LICENSE AGREEMENT, which failure continues for a period of ten (10) days after such payment should have been paid pursuant to the terms and conditions of this LICENSE AGREEMENT;
 - (2) Licensee fails to comply with any term provision or covenant of this LICENSE AGREEMENT other than paying rent, and does not cure such failure within thirty (30) days after the Licensor has sent written notice to Licensee specifying such failure or such longer period of time as may be granted by the Licensor to cure such default as long as Licensee commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;
 - (3) Except as permitted under this LICENSE AGREEMENT, Licensee makes an assignment of this LICENSE AGREEMENT or any rights granted to Licensee hereunder, to, and for the benefit of Licensee's creditors.

b. Licensor's Remedies: Upon the occurrence of an event, of default, the Licensor, in addition to any other rights or remedies available to the City at law or in equity, shall have the right to:

- (1) Terminate this LICENSE AGREEMENT and all rights of Licensee under this LICENSE AGREEMENT, by giving Licensee thirty (30) days written notice that this LICENSE AGREEMENT is terminated;
- (2) With or without terminating this LICENSE AGREEMENT, to re-enter the Licensed premises and remove all property from the Licensed premises. The Licensor may store the property removed from the Licensed premises at the expense and for the account of Licensee;
- (3) In addition to or in lieu of exercising any other remedies, may, but without any obligation to do so, cure the breach underlying the event of default for the account and at the expense of Licensee. However, the Licensor must by prior written notice first allow Licensee a reasonable opportunity to cure, except in cases of emergency, where Licensor may proceed without prior notice to Licensee. Licensee shall, upon demand, immediately reimburse Licensor for all costs, including costs of settlements, defense, court costs, and attorney fees that Licensor may incur in the course of any cure.

Except where this is inconsistent with or contrary to any provisions of this LICENSE AGREEMENT, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by, a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this LICENSE AGREEMENT shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

16. CERTIFIED ACCESS SPECIALIST DISCLOSURE AND ACCESSIBILITY REQUIREMENTS.

- a. Licensor hereby advises Licensee that the SUBJECT PREMISES has not undergone an inspection by a certified access specialist. The following disclosure is hereby made pursuant to applicable California law: "A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under

State law. Although State law does not require a CASp inspection of the subject premises, the commercial property owner or Licensor may not prohibit the Licensee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)].

- b. Licensor shall have no liability or responsibility to make any repairs or modifications to the SUBJECT PREMISES in order to comply with State or Federal (ADA) accessibility standards. Any CASp inspection shall be conducted at Licensee's sole cost and expense, shall be in compliance with reasonable rules in effect at the SUBJECT PREMISES with regard to such inspections and shall be subject to Licensor's prior written consent.

17. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this License is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- a. Licensee shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Los Angeles. In performing this License, Licensee shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition .
- b. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this License by reference.
- c. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this License by reference and will be known as the "Equal Employment Practices" provisions of this License.
- d. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this License by reference and will be known as the "Affirmative Action Program" provisions of this License.

Any subcontract entered into by Licensee for work to be performed under this License must include an identical provision.

18. AMENDMENTS.

Any provision of this LICENSE AGREEMENT may be amended only by written document signed by the parties hereto.

19. ENTIRE AGREEMENT.

This AGREEMENT constitutes the full and complete agreement of the Parties regarding its subject matter and any prior agreements or arrangements are hereby superseded.

20. INTERPRETATION.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neutral; and the singular shall include the plural and the plural shall include the singular, as the context and /or the identity of the person, persons, entity or entities so require. Furthermore, any reference to any party hereto shall include where relevant its agents, heirs, attorneys, representatives, successors, assigns, employees, officers, and/or directors. This LICENSE AGREEMENT was prepared by both parties and shall not be strictly construed against any party hereto as the drafter of this Agreement. Except as expressly provided herein, nothing in this agreement, expresses or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

21. SEVERABILITY.

If any of the provision of this LICENSE AGREEMENT is determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this AGREEMENT and shall not cause the invalidity or unenforceability of the remainder of this AGREEMENT.

22. COUNTERPARTS.

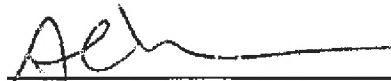
This LICENSE AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement or contract, binding on all the parties hereto, notwithstanding that all the parties have not signed the same counterpart.

23. FURTHER ASSURANCES.

Each party will do such further acts, including executing and delivering additional agreements or instruments as the other may reasonably require to consummate, evidence, or confirming the agreements contained in this AGREEMENT.

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

APPROVED:



ANDREW C. KENDALL
Senior Assistant General Manager-
Power System Construction,
Maintenance, and Operations

By: _____

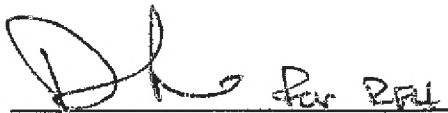
DAVID H. WRIGHT
General Manager

Date: _____

And: _____

BARBARA E. MOSCHOS
Secretary

LICENSOR



RICHARD F. HARASICK
Senior Assistant General Manager-
Water System

CITY OF LOS ANGELES, a municipal corporation,
acting by and through its
GENERAL SERVICES DEPARTMENT

By: _____
Its: _____

By: _____
Its: _____

DATE: _____

LICENSEE

CONTRACT INSURANCE REQUIREMENTS – DEPARTMENT OF WATER AND POWER
For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: License Agreement - GSD-Sherman Way Navigation Center
 Reference/Agreement: P-101413 - CERTIFICATE ACCEPTABLE (w/required endorsements)
 Term of Agreement: _____
 Contract Administrator and Phone: Craig Luna (213) 367-1272
 Buyer and Phone Number: _____

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. Firm 30 day Notice of Cancellation required by Receipted Delivery.

PER OCCURRENCE LIMITS		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)		
<input checked="" type="checkbox"/> Broad Form All States Endorsement	<input type="checkbox"/> US L&H (Longshore and Harbor Workers)	
<input type="checkbox"/> Jones Act (Maritime Employment)	<input type="checkbox"/> Outer Continental Shelf	
<input checked="" type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Black Lung (Coal Mine Health and Safety)	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY: (\$1,000,000.00)		
<input checked="" type="checkbox"/> Owned Autos	<input type="checkbox"/> Any Auto	
<input checked="" type="checkbox"/> Hired Autos	<input checked="" type="checkbox"/> Non-Owned Auto	
<input type="checkbox"/> Contractual Liability	<input checked="" type="checkbox"/> Additional Insured	
<input type="checkbox"/> MCS-90 (US DOT)	<input type="checkbox"/> Trucker's Form	
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Other: _____	
<input checked="" type="checkbox"/> GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$5,000,000.00)		
<input checked="" type="checkbox"/> Broad Form Property Damage	<input checked="" type="checkbox"/> Contractual Liability	<input checked="" type="checkbox"/> Personal Injury
<input checked="" type="checkbox"/> Premises and Operations	<input checked="" type="checkbox"/> Products/Completed Ops.	<input type="checkbox"/> Independent Contractors
<input checked="" type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Garagekeepers Legal Liab.	<input type="checkbox"/> Child Abuse/Molestation
<input type="checkbox"/> Corporal Punishment	<input type="checkbox"/> Collapse/Underground	<input type="checkbox"/> Explosion Hazard
<input type="checkbox"/> Watercraft Liability	<input type="checkbox"/> Pollution	<input checked="" type="checkbox"/> Additional Insured Status
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Airport Premises	<input type="checkbox"/> Hangarkeepers Legal Liab.
<input type="checkbox"/> Marine Contractors Liability	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> PROFESSIONAL LIABILITY: ()		
<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> 3 Year Discovery Tail
<input type="checkbox"/> Additional Insured	<input type="checkbox"/> Vicarious Liability Endt.	<input type="checkbox"/> Other: _____
<input type="checkbox"/> AIRCRAFT LIABILITY: ()		
<input type="checkbox"/> Passenger Per Seat Liability	<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Hull Waiver of Subrogation
<input type="checkbox"/> Pollution	<input type="checkbox"/> Additional Insured	<input type="checkbox"/> Other: _____
<input type="checkbox"/> PROPERTY DAMAGE: () Loss Payable Status (AOIMA) ()		
<input type="checkbox"/> Replacement Value	<input type="checkbox"/> Actual Cash Value	<input type="checkbox"/> Agreed Amount
<input type="checkbox"/> All Risk Form	<input type="checkbox"/> Named Perils Form	<input type="checkbox"/> Earthquake: _____
<input type="checkbox"/> Builder's Risk:\$_____	<input type="checkbox"/> Boiler and Machinery	<input type="checkbox"/> Flood: _____
<input type="checkbox"/> Transportation Floater:\$_____	<input type="checkbox"/> Contractors Equipments\$_____	<input type="checkbox"/> Loss of Rental Income: _____
<input type="checkbox"/> Scheduled Locations/Propt.	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> WATERCRAFT: ()		
<input type="checkbox"/> Protection and Indemnity	<input type="checkbox"/> Pollution	<input type="checkbox"/> Additional Insured
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> POLLUTION: (\$3,000,000.00)		
<input checked="" type="checkbox"/> Incipient/Long Term	<input type="checkbox"/> Sudden and Accidental	<input checked="" type="checkbox"/> Additional Insured
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Contractor's Pollution	<input type="checkbox"/> Other: _____
<input type="checkbox"/> CRIME: () Joint Loss Payable Status () Additional Insured ()		
<input type="checkbox"/> Fidelity Bond	<input type="checkbox"/> Financial Institution Bond	<input type="checkbox"/> Loss of Monies/Securities
<input type="checkbox"/> Employee Dishonesty	<input type="checkbox"/> In Transit Coverage	<input type="checkbox"/> Wire Transfer Fraud
<input type="checkbox"/> Computer Fraud	<input type="checkbox"/> Commercial Crime	<input type="checkbox"/> Forgery/Alteration of Docs.
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> ASBESTOS LIABILITY: () Additional Insured ()		

EXHIBIT "A"
MAP OF SUBJECT PREMISES

EXHIBIT A

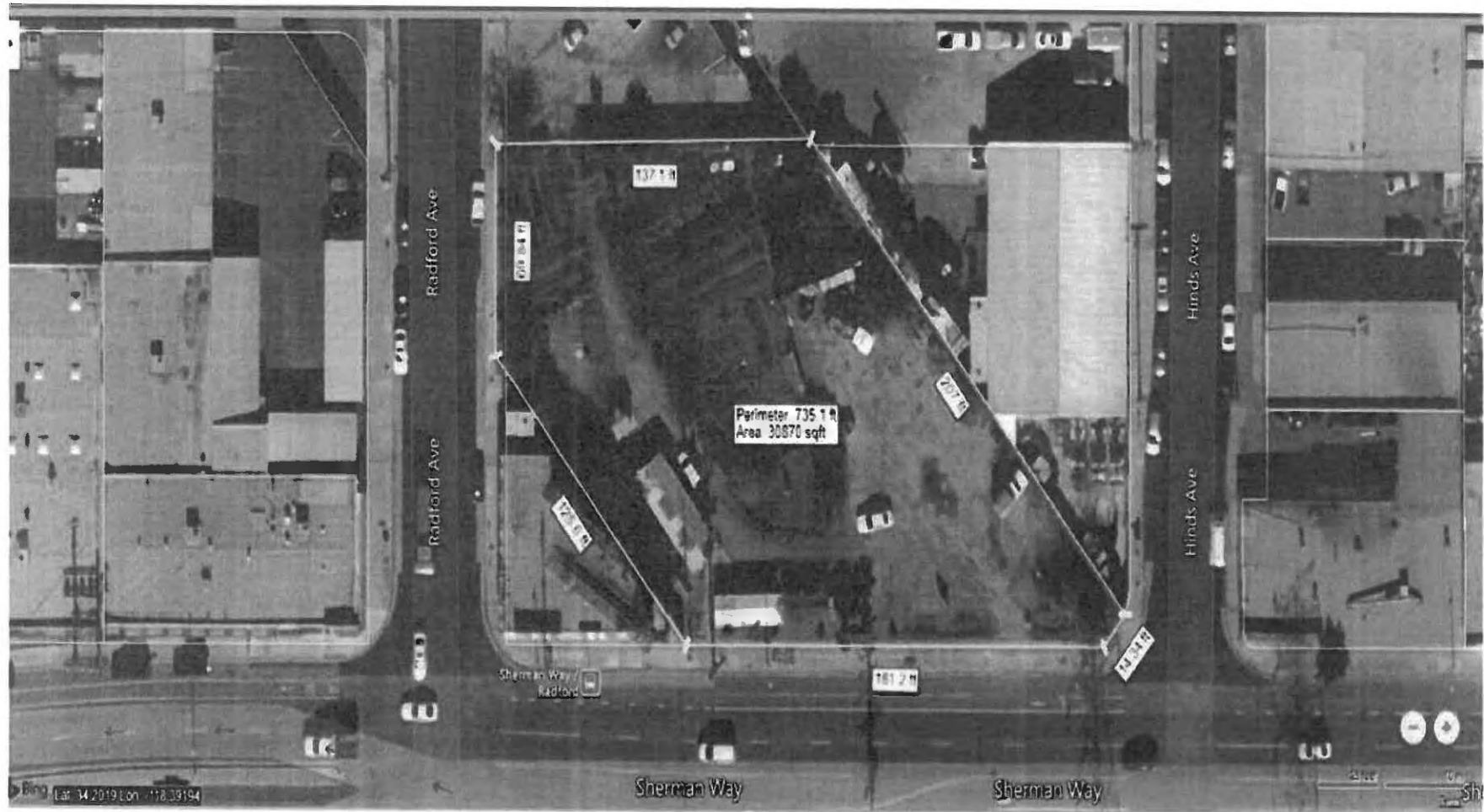
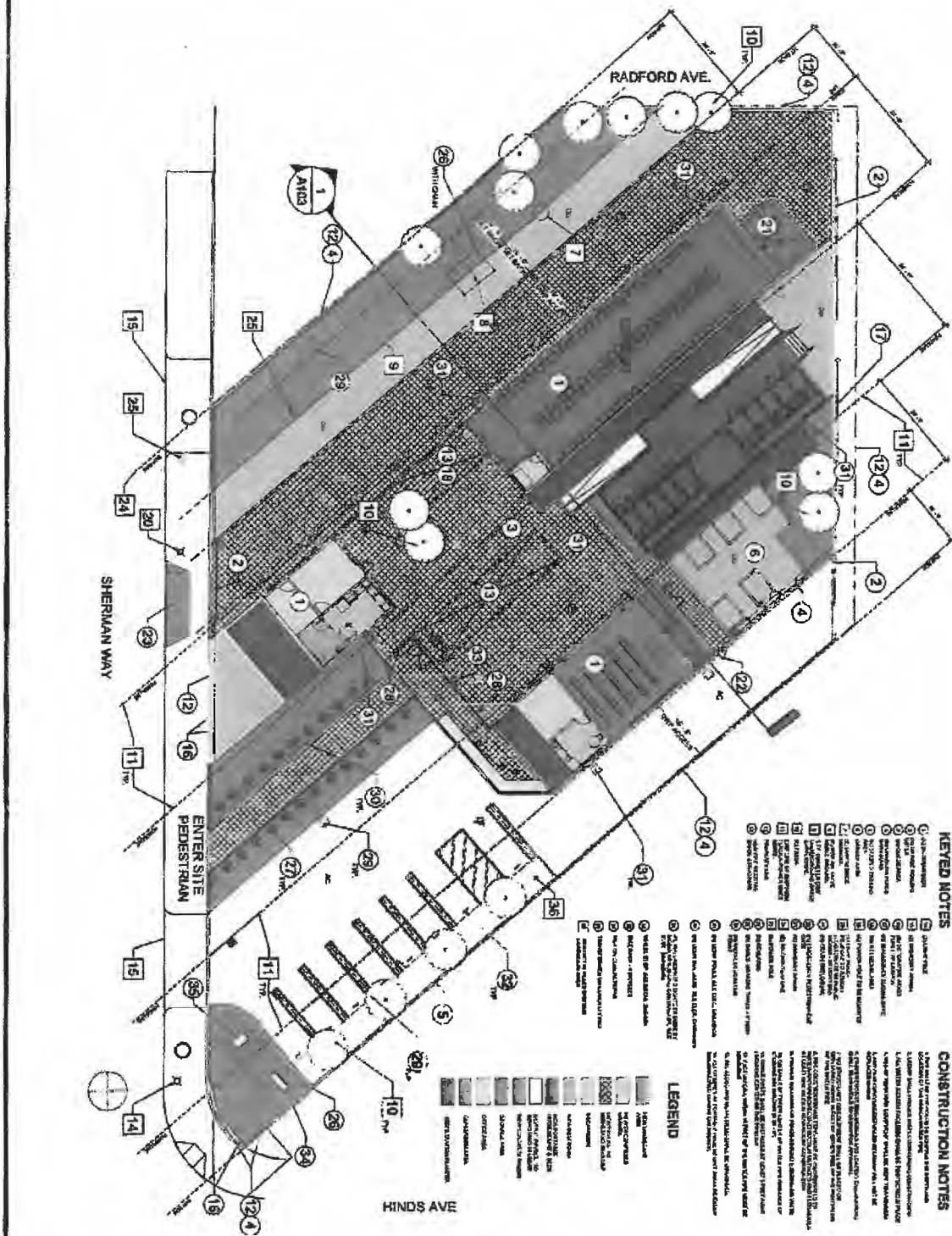


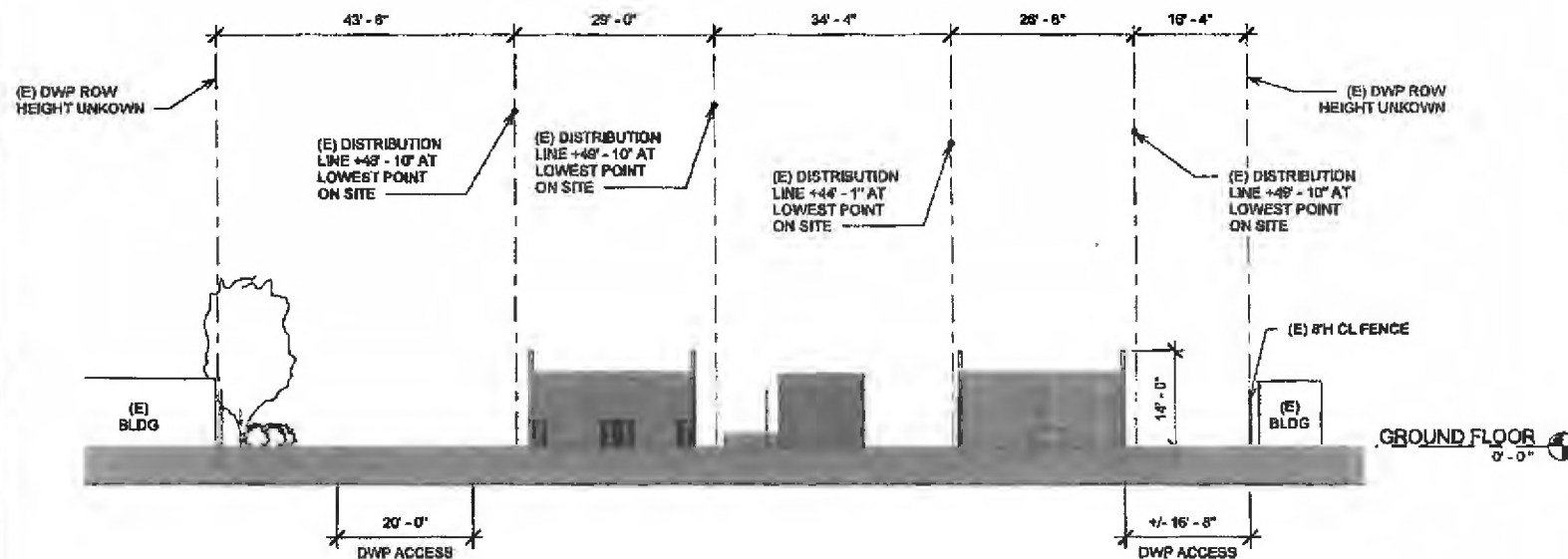
EXHIBIT "B"

IMPROVEMENTS TO BE MADE BY LICENSEE TO SUBJECT PREMISES

Plans shall be submitted and approved by Licensor prior to any construction on the SUBJECT PREMISES. After plans have been approved, the plans shall be inserted and incorporated into this LICENSE AGREEMENT



CITY OF LOS ANGELES		DEPARTMENT OF PUBLIC WORKS		BUREAU OF ENGINEERING	
GARY LEE MOORE, PE, ENV SP		CITY ENGINEER			
CD 2 NAVIGATION CENTER				PROPOSED PLAN	
11639 SHERMAN WAY NORTH HOLLYWOOD, CA. 91605				Project number	Project Number
				Date	10/12/2018
				Drawn by	Author
				Checked by	Checker
				A102	
				Scale	N.T.S.
				ENGINEERING	
				CITY OF LOS ANGELES	



CITY OF LOS ANGELES	DEPARTMENT OF PUBLIC WORKS	TRUCK AND EQUIPMENT
<div> <div>CD 2 NAVIGATION CENTER</div> <div> <div>11838 SHERMAN WAY</div> <div>NORTH HOLLYWOOD, CA. 91605</div> </div> </div>		
GARY LEE MOORE, PE, ENV SP		
SITE SECTION		
Project number	Project Number	
Date	10/12/2018	
Drawn by	Author	
Checked by	Checker	
Scale		1/8" = 1'-0"
ENGINEERING		CITY OF LOS ANGELES

EXHIBIT "C"

Electric and Magnetic Fields

Exhibit C

Understanding EMF

Electric and Magnetic Fields

[LADWP Position Statement on EMF](#)

[Team Mission Statement on EMF](#)

[Links](#)

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 webpage 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

Can pass through most objects.

Get weaker with distance.

Are created by the current - or flow of electricity - through a wire, such as when an appliance is turned on.

60-HERTZ

ELECTRIC FIELDS

Can be blocked or partially shielded.

Get weaker with distance.

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. This program is managed by the California Department of Health Services (CDHS) and funded by utility rate payers. The purpose of the program is to perform research and policy analysis, and provide education and technical assistance to benefit Californians. Input to the CDHS is provided by a Stakeholders Advisory Consultant Group (SAC), consisting of representatives of the public, consumer groups, health and scientific experts, and labor and utility representatives. Additional input can be provided by state agencies, consultants, and special interest groups during the open forum discussion periods at the SAC meetings. These meetings are open to the general public. Financial support by utilities of the \$65-million federal program is continuing.

What You Can Do?

Studies of EMF have not shown that people need to change the way they use electric appliances or equipment. But 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's 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 Call or Write Us:

- Call: LADWP EMF Inquiry Line @ (213) 367 - 2616
- [Click here to send an e-mail](#)
- Post:

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EMF Research and Education Team
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Los Angeles, Ca 90012-2694

Links to other related sites

- [EMF Rapid Program](#)
- [California Department of Health Services \(CDHS\)](#)
- [The BioElectro Magnetism Society](#)
- [More Links EMF Issue Sites](#)