

ORDINANCE NO. _____

An ordinance granting a private line franchise to Los Angeles World Airports (LAWA), a proprietary department of the City of Los Angeles, to install and maintain a private line telecommunications facility in the public right-of-way connecting the buildings and facilities located at 9160 S. Loyola Boulevard in the City of Los Angeles.

WHEREAS, LAWA has requested permission to encroach into portions of the public right-of-way connecting buildings and facilities at 9160 S. Loyola Boulevard with a permanent installation consisting of a private line telecommunications facility;

WHEREAS, Los Angeles Administrative Code Section 13.62 requires that this permission be granted by a franchise and issued by the City Council; and

WHEREAS, the following ordinance is adopted notwithstanding and as an exception to the other provisions of Division 13 of the Los Angeles Administrative Code.

NOW, THEREFORE,

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. GRANT OF AUTHORITY

1.1 Grant of Authority

Notwithstanding and as an exception to Division 13 of the Los Angeles Administrative Code, but in accordance with Los Angeles Administrative Code Section 13.62 and Charter Sections 240 and 390, the City hereby grants Palisades Village (Franchisee) a limited franchise to install and maintain a private line telecommunications facility (Facility), which will encroach into portions of the public right-of-way at Northside Parkway near LAX Gate S-1A, crossing Westchester Parkway, terminating at 9160 S. Loyola Boulevard and, separately, at Lincoln Boulevard and 94th Street, traveling Eastbound on 94th Street, terminating at 9160 S. Loyola Boulevard in the City, as further described below, subject to all of the terms and conditions set forth in this ordinance (Franchise).

1.2 Acceptance

Acceptance of the terms of this Franchise by the Franchisee shall be conclusively established by a writing reflecting those terms or by commencement of construction by the Franchisee or its agent or contractor. A replacement Franchise, as required by Section 2.11, shall not be issued, or deemed to have been issued, without this writing.

1.3 Encroachment Area

The first area subject to encroachment by the Facility to be constructed pursuant to this Franchise are those portions of the public right-of-way at Northside Parkway near LAX Gate S-1A, crossing Westchester Parkway, terminating at 9160 S. Loyola Boulevard in the City, further bounded and described as follows:

Those portions of Lots 3 and 4 of Tract No. 34836, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 1160, pages 11 through 34, inclusive of maps, in the Office of the County Recorder of said county; and together with those portions of Loyola Boulevard, 90.00 feet wide, Westchester Parkway, 110.00 feet wide, and Northside Parkway, of varying width, all as shown on said tract, being a strip of land, 1.00 foot wide, the centerline of which being described as follows:

Commencing at the intersection of the centerlines of said Westchester Parkway and Loyola Boulevard, as said intersection is shown on said tract; thence along said centerline of Loyola Boulevard, N06°45'58"W 247.43 feet; thence leaving said centerline, N83°14'02"E 88.07 feet to the true point of beginning; thence S05°54'26"E 2.18 feet; thence S05°14'28"W 181.08 feet; thence S04°48'08"W 8.24 feet; thence S09°43'06"W 9.52 feet; thence S13°20'42"W 11.65 feet; thence S10°40'34"W 9.85 feet; thence S14°29'50"W 8.78 feet; thence S06°29'26"W 9.72 feet; thence S08°25' 16"W 11.41 feet; thence S02°42'00"W 10.07 feet; thence S10°42'00"W 9.99 feet; thence S12°58'42"W 9.84 feet; thence S12°30'29"S 7.10 feet; thence S14°46'32"W 8.67 feet; thence S17°17'54"W 10.85 feet; thence S11°36'47"W 8.89 feet; thence S08°25'06"W 3.00 feet; thence S12°41'07"W 10.17 feet; thence S15°11'49"W 8.20 feet; thence S13°25'25"W 9.80 feet; thence S29°03'19"W 8.72 feet; thence S19°38'51"W 9.73 feet; thence S17°48'58"W 11.03 feet; thence S17°10'55"W 8.50 feet; thence S11°10'29"S 11.37 feet; thence S03°06'30"W 9.46 feet; thence S04°48'34"W 10.20 feet; thence S03°02'29"W 9.88 feet; thence S02°53'19"W 12.14 feet; thence S04°09'34"W 26.39 feet; thence S26°28'07"E 3.34 feet; thence S16°16'43"E 5.75 feet; thence S07°41'36"E 7.40 feet; thence S17°04'29"E 16.68 feet; thence S10°20'21"E 9.37 feet to the point of ending.

The second area subject to encroachment by the Facility to be constructed pursuant to this Franchise are those portions of the public right-of-way at Lincoln Boulevard and 94th Street, traveling Eastbound on 94th Street, terminating at 9160 S. Loyola Boulevard in the City, further bounded and described as follows:

Those portions of Lots 3 and 13 of Tract no. 34836, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 1160, pages 11 through 34, inclusive of maps, in the Office of the County Recorder of said county; and together with those portions of Lincoln Boulevard, with varying width, and 94th Street, 60.00 feet wide, all as shown on said tract,

being a strip of land, 1.00 foot wide, the centerline of which being described as follows:

Commencing at the intersection of the centerlines of Westchester Parkway, 110.00 feet wide, and Georgetown Avenue, 70.00 feet wide, as said intersection is shown on said tract; thence along said centerline of Westchester Parkway, S83°13'48"W 118.78 feet; thence leaving said centerline, N06°46'12"W 89.62 feet to the true point of beginning; thence N58°19'55"E 472.19 feet to the point of ending.

1.4 Facility Description

"Private Line Telecommunications Facility" or "Facility" means four (4) four-inch (4") conduits, two of which are 240 feet in length and two of which are 325 feet in length.

1.5 Limited Purpose

The authorized purpose of construction of the Facility is to provide a secure hard-wired telecommunications link between Franchisee's buildings and facilities located at 9160 S. Loyola Boulevard, which link would not be possible without permission to cross the City's public right-of-way separating the structures. This Franchise shall endure only so long as such purpose remains valid, and shall become revocable, in accordance with the procedures set forth herein, in the event any material fact justifying its limited purpose no longer exists.

1.6 Limitations on Use

The privileges granted by this Franchise are limited to installation of a Facility to be used solely for the private telecommunications purposes of the Franchisee. These purposes include only voice, video, and data transmissions originating or terminating at one of the buildings mentioned in Section 1.5 or at another location contiguous to these buildings and under common ownership and use of the Franchisee.

Use of the Facility for telecommunications signal transmissions of any other type is expressly outside the scope of the authority granted by this Franchise. Use of the Facility for purposes outside the scope of the authority granted by this Franchise shall be deemed a material violation of this Franchise, and the Franchise shall then be subject to revocation by the City Council in accordance with the procedures set forth in Section 8.1.

1.7 Effective Date

This Franchise shall become effective on the earliest date after passage provided for by the City Charter and/or applicable law.

Sec. 2. GENERAL CONDITIONS

2.1 Non-Exclusivity

Nothing in this Franchise shall affect the right of the City to grant to any person a Franchise, consent or right to occupy and use the streets or public right-of-way, or any part of the streets or public right-of-way, for the construction, operation or maintenance of a communications facility within all or a portion of the encroachment area or anywhere else in the City.

2.2 Non-User

If the Franchisee fails to complete construction of the Facility within six months of the date this ordinance is adopted by City Council, the authority granted by this Franchise shall terminate, except that the Franchisee may request an extension of time to complete construction.

2.3 Priority of Public Works

Nothing in this Franchise shall abrogate the right of the City to perform any public work or public improvement of any description, including, without limitation, all work authorized by applicable law. In the event the Facility interferes with the construction, operation, maintenance or repair of any public work or public improvement, the Franchisee, after reasonable notice from the City, shall, at its own cost and expense, promptly protect, alter, or relocate the Facility, or any part of the Facility, as reasonably directed by the City. In the event the Franchisee refuses or neglects to protect, alter, or relocate all or part of the Facility, the City shall have the right, in connection with the performance of the public work or public improvement, to break through, remove, alter, or relocate all or any part of the Facility without any liability to the City, except the liability as is directly caused by the City's willful misconduct or gross negligence, and the Franchisee shall promptly pay to the City the costs incurred by the breaking through, removal, alteration, or relocation of the Facility.

2.4 No Waiver of Regulatory Authority

Except as expressly stated here, nothing in this Franchise shall be construed as a waiver of any code or ordinance of the City or the City's right to require the Franchisee or any person utilizing the Facility to secure all appropriate Franchises or authorizations for this use.

2.5 Compliance with Laws

The Franchisee shall comply with: (i) all applicable laws and all requirements of the State of California, the FCC and any other federal or State agency or authority of competent jurisdiction; (ii) all local laws, rules, regulations and all

orders or other directives of the City issued pursuant to the police powers of the City; and (iii) all rules, regulations and all other directives of the City issued pursuant to this Franchise.

2.6 Material Violation

Failure to comply with the requirements set forth in Sections 1.6, 3.1, 3.2, and 5.1 shall constitute a material violation of the Franchise. In the event the Franchisee fails to comply with one of the above-referenced sections, then, in accordance with the procedures provided in Section 8, the City Council may revoke the franchise granted herein and terminate this Franchise.

2.7 Conflict with Other Installations

No privilege or exemption is granted or conferred by this Franchise except those specifically prescribed herein. Any privilege claimed under this Franchise by the Franchisee in any street shall be subordinate to any prior lawful occupancy of the street.

2.8 Authorization of Additional Franchise Facilities

Franchisee shall not install additional conduits or lines, replace conduits or lines, or construct or install facilities other than those contemplated in Sections 1.1 through 1.4 without prior authorization from the City. Franchisee may seek this authorization by filing an application with the City as set forth in Los Angeles Administrative Code Section 13.11, *et seq.* Upon receipt of the application from the City Clerk, the Information Technology Agency (ITA) shall report to the City Council a recommendation relative to the application. Facilities constructed, installed, or replaced pursuant to any authorization by the City Council shall be subject to all the provisions of this Franchise and to any additional conditions relating to construction, specifications, operation, and the utilization of facilities or other conditions as may be prescribed by the authorization.

2.9 Term

The term of this Franchise shall run through and including June 30, 2042.

2.10 Rights Upon Termination

The termination, expiration, or revocation of this Franchise shall not operate as a waiver or release of any obligation of the Franchisee or any other person, as applicable, arising pursuant to this Franchise prior to its termination. All these obligations shall survive the termination, expiration or revocation of this Franchise.

2.11 Renewal

The Franchisee shall apply for a replacement Franchise at least 12 months prior to the expiration date of this Franchise.

Sec. 3. TRANSFERS AND HYPOTHECATIONS

3.1 Restrictions Against Transfers

This Franchise is a privilege to be held in personal trust by the Franchisee. Except as provided in Section 3, neither the Franchise nor any rights or obligations of the Franchisee in, or pursuant to, the Franchise or the Facility, shall be transferred in part or as a whole, by assignment, trust, mortgage, lease, sublease, pledge, or other hypothecation, and is not to be sold, transferred, leased, assigned, or disposed of in part or as a whole, either by forced sale, merger, consolidation or otherwise; nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any person or entity; nor shall a change in control of the Facility occur, either by act of the Franchisee, by operation of law or otherwise, without the consent of the City, which consent shall not be unreasonably withheld or delayed, and which shall be expressed by ordinance and then only under conditions as may be prescribed in the ordinance.

3.2 Effect of Unauthorized Action

The taking of any action described in Section 3.1 without the prior consent of the City shall be deemed a material violation of this Franchise and the Franchise shall then be subject to revocation by the City Council in accordance with the procedures set forth in Section 8.1.

3.3 Exceptions

Nothing contained in this section shall be deemed to prohibit, or require City approval of, any assignment, pledge, lease, sublease, mortgage, or other transfer or hypothecation of all or any part of the stock of (or other evidence of ownership in) or assets (not including the Franchise) of the Franchisee or the Facility, or any right or interest therein, for securing an indebtedness, provided that each assignment, pledge, lease, sublease, mortgage, or other transfer or hypothecation shall be subject to this Franchise and applicable law.

3.4 Approval Procedure

Pursuant to Los Angeles Administrative Code Section 13.11, *et. seq.*, the Franchisee shall file with the City Clerk, a written application for any action affecting this Franchise.

Franchisee shall promptly notify the General Manager of the ITA, in writing, of any application filed with the City Clerk and requiring consent of the City. All correspondence to the General Manager of ITA shall be sent to:

General Manager
Information Technology Agency
Room 1400, City Hall East
200 N. Main Street
Los Angeles, CA 90012

ITA shall complete its review of the petition as promptly as is reasonably possible and, thereafter, shall forward the petition and its recommendation to the City Council for final action.

Sec. 4. FACILITY REQUIREMENTS

4.1 Construction

Throughout the term of this Franchise, the Franchisee shall construct, install, operate and maintain the Facility in a manner consistent with all laws, ordinances, and construction standards of the City.

Any change regarding construction of the Facility from the description set forth in Section 1.4 shall be subject to the approval of the City as set forth in Section 2.8. The Franchisee is aware that Franchisee's proposed use of the public right-of-way requires approvals from various City departments, including, but not limited to, the Department of Public Works and the Department of Water and Power. This Franchise does not exempt the Franchisee from the necessity of obtaining any permits required by any City office or department.

4.2 Plans

The Franchisee shall file with ITA prints, plans, and maps showing the proposed and as-built location of each conduit, pole, or other portion of the Facility to be installed (and, if using existing poles or conduits, the location of each pole attachment or conduit to be entered), and the location of each manhole or other opening installed to gain access to the Facility and or its components.

4.3 Quality of Work

All work involved in the construction, operation and maintenance, repair, and removal of the Facility shall be performed with due diligence and using materials of good and durable quality.

4.4 Safety

The Franchisee shall, at its own cost and expense, take all necessary efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, and security personnel; and, at night, suitable and sufficient lighting.

No less than 24-hours advance notice shall be provided to ITA prior to commencing construction activities.

4.5 Street Work

In connection with the construction, operation, maintenance, repair, or removal of the Facility, the Franchisee shall, at its own cost and expense, protect any and all existing structures belonging to the City. The Franchisee shall obtain the prior approval of the City before altering any water main, sewage, or drainage facility, or any other municipal structure in any public right-of-way or street. Any alteration shall be made by the Franchisee, at its sole cost and expense, and in a manner reasonably prescribed by the City. The Franchisee shall also be liable, at its own cost and expense, to replace or repair and restore to as close to its prior condition as is reasonably possible, and in a manner reasonably specified by the City, any public right-of-way, street, or any municipal structure involved in the construction of the Facility that may become disturbed or damaged as a result of any work by, or on behalf of, the Franchisee pursuant to this Franchise. The Franchisee agrees to comply with all applicable local, state and federal statutes, ordinances, codes, rules, and regulations, including, but not limited to, the street damage restoration fee ordinance, building codes, and traffic regulations. The Franchisee further agrees that any contractor constructing the Facility shall similarly comply with all applicable statutes, ordinances, codes, rules, and regulations.

The Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the same street or public right-of-way, or remove from any street or public right-of-way, any Facility when required by the Board of Public Works or by any other governmental agency acting in a governmental capacity, by reason of traffic conditions, public safety, street vacation, freeway construction, or any public improvement or structure. The privileges and obligations as to abandonment of the Facility in place, provided in Section 4.6, shall apply when a governmental agency requires a permanent removal or relocation of the Facility.

Upon failure of the Franchisee to commence, pursue or complete any repair or restoration work required of it by law or by the provisions of this Franchise in any street or public right-of-way, the City, at its option and according to law, may cause the work to be done, and the Franchisee shall pay to the City the cost of

the work in the itemized amounts reported by the City to the Franchisee within 30 days after receipt of the itemized report.

4.6 Removal or Abandonment

In the event the use of the Facility is permanently discontinued, or upon termination, expiration or revocation of this Franchise, the City shall have the right to require the Franchisee to remove, at the Franchisee's own expense, all portions of the Facility from the Encroachment Area. The Franchisee shall promptly remove all portions of the Facility involved, other than any portions that the Board of Public Works may authorize to be abandoned in place. Facilities to be abandoned in place shall be abandoned in the manner as the Board of Public Works shall prescribe. Upon abandonment of any Facility in place, the Franchisee shall submit to the City an instrument satisfactory to the City Attorney and ITA transferring to the City the ownership of the Facility.

4.7 Completion and Performance Bond

[This section has been intentionally left blank.]

Sec. 5. PAYMENT OBLIGATIONS

5.1 Compensation

There shall be no compensation paid for this Franchise, given that Franchisee is a proprietary department of the City.

Sec. 6. OVERSIGHT AND REGULATION

6.1 Notices

Notice of a public meeting relating to this Franchise shall be posted not less than 72 hours prior to the meeting, and shall remain posted until after the meeting.

The Franchisee shall maintain an address on file with ITA and with the City Clerk. Notices to the Franchisee shall be addressed or delivered to the Franchisee at that address.

Notices to the City required by law or by this Franchise shall be delivered in person or by first class, receipted mail, or certified mail as appropriate, to the City Clerk, Room 395, City Hall, 200 North Spring Street, Los Angeles, California 90012, and to the General Manager of ITA at the address set forth in Section 3.4, not less than ten business days prior to the day on which the party giving the notice shall commence any activity that requires the giving of notice. In computing business days, Saturdays, Sundays and holidays recognized by the City shall be excluded.

All required notices shall be in writing.

6.2 Inspections

Upon reasonable notice to the Franchisee, the City may conduct any reasonably necessary inspection of the portion of the Facility sited in the public right-of-way for the purpose of ensuring compliance with the terms of the Franchise. The Franchisee shall cooperate in providing access to all such portions of the Facility, and to any other location on private property necessary to access the Facility or otherwise effect the inspection. The reasonable costs of such inspections shall be borne by the Franchisee.

Sec. 7. LIABILITY AND INSURANCE

7.1 Indemnification of City

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns, and successors in interest, Franchisee undertakes and agrees to defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage, or liability of any nature whatsoever, for death or injury to any person, including Franchisee's employees and agents, or damage or destruction of any property of either party to this Franchise or of third parties, arising in any manner by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this Franchise by the Franchisee. The provisions of this paragraph survive expiration or termination of this Franchise.

7.2 Insurance Requirement

During the term of this Franchise and without limiting the Franchisee's indemnification of the City pursuant to Section 7.1, the Franchisee shall provide and maintain, at its own expense, continuously during the terms specified below, a program of insurance as listed in Sections 7.3 through 7.5 covering installation or operation of the Facility, commencing no later than the effective date of this Franchise and subject to the following conditions:

The City shall be named as an additional insured in all insurance policies. The City shall be named Loss Payee as its interest may appear in all required property fidelity and surety coverage.

Evidence of insurance shall be submitted to the City Administrative Officer, Risk Management, for approval prior to commencement of any operations under this Franchise, which approval shall not be unreasonably withheld.

With respect to the interests of the City, this insurance shall not be cancelled, reduced in coverage or limits, or non-renewed except after 60 days written notice, by hand delivery or certified mail, has been given to the City Administrative Officer, 200 North Main Street, 12th Floor, Los Angeles, California 90012, Attention: Risk Management.

The appropriate City Special Endorsement forms, obtainable from the City Administrative Officer, are the preferred forms of evidence of insurance. Alternatively, the Franchisee may submit two certified copies, with original signatures, of the full policies containing the appropriate cancellation notice language and additional insured/loss payee language as specified in this section.

7.3 General Liability

The Franchisee shall provide insurance with combined single limits of \$1,000,000 per occurrence for Bodily Injury and Property Damage during construction only. This insurance must include: premises and operations, completed operations, contractual liability, and independent contractors and, during the course of construction, collapse and underground hazards.

7.4 Automobile Liability

The Franchisee shall provide insurance with combined single limits of \$1,000,000 per occurrence, for Bodily Injury and Property Damage, including coverage for owned automobiles, non-owned automobiles, and hired automobiles. This coverage is required during construction only.

7.5 Worker's Compensation and Employer's Liability

By acceptance of this Franchise, the Franchisee certifies that it is aware of the provisions of California Labor Code Section 3700, *et seq.*, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with those provisions. A minimum limit of \$1,000,000 per employee is required for Employer's Liability with a Waiver of Subrogation in favor of the City. This coverage is required during construction only.

Sec. 8. TERMINATION AND RELATED RIGHTS

8.1 Revocation

In the event that the Franchisee violates or fails to comply with any material condition of this Franchise, including, but not limited to, Sections 1.6, 3.1, and 3.2, the City Council shall exercise its right to revoke the Franchise in accordance with the following procedures:

(a) The General Manager of ITA shall notify the Franchisee, in writing, of an alleged failure to comply with a material provision of this Franchise. The Franchisee shall cure the alleged material breaches of the Franchise Agreement within 45 days after receipt of the notice. In the event the alleged failure cannot be reasonably cured within 45 days and provided the Franchisee commences to cure within 30 days and diligently pursues the cure to completion, the Franchisee can seek extension of the cure period by providing to the General Manager of ITA a written presentation explaining why the breach cannot be cured within 45 days and providing a date certain for completion of the cure.

(b) The General Manager of ITA shall investigate whether a failure to comply with a material provision has occurred, whether the failure is excusable, and whether the failure has been cured or will be cured by the Franchisee.

(c) If the General Manager of ITA determines that a failure to comply with a material provision has occurred and that the failure is either not excusable or will not be cured by the Franchisee, then the General Manager of ITA shall so notify the City Clerk and the City Council in a written report.

(d) Within 60 days of receipt of a report from the General Manager of ITA, the City Council or its duly designated Committee shall notice a public hearing at which the Franchisee shall have the opportunity to respond to the claim that a material breach has occurred and to present facts and arguments in refutation or excuse of the alleged breach.

(e) After the conclusion of a public hearing, or at any time upon its own motion, the City Council or its duly designated Committee may determine to recommend or order revocation by the City Council. All final City determinations with respect to the revocation or termination of the Franchise must be made by the City Council as set forth in the Los Angeles Administrative Code.

8.2 Termination Defined

The termination of this Franchise and the termination of Franchisee's privileges under this Franchise shall become effective upon the earliest to occur of: (i) the revocation of the Franchise by action of the City Council, as provided in Section 8.1; (ii) the abandonment of the Facility, in whole or material part, as defined in Section 4.6, by the Franchisee, without the express prior approval of the City; (iii) non-use of the Franchise privileges as set forth in Section 2.2; or (iv) the expiration of the term of the Franchise, as set forth in Section 2.9.

8.3 Removal Upon Termination

Upon any termination of this Franchise, the Franchisee shall, at its own cost and expense, promptly remove that part of the Facility located in the streets and public right-of-way, and shall replace or repair and restore to serviceable

condition each affected street, public right-of-way, and governmental structure therein, in a manner as may be reasonably specified by the City.

If the Franchisee fails to remove the Facility from the public right-of-way within 90 days of a City request to do so, or fails to repair or restore any street in conformance with the manner specified by the City, the City shall be permitted to initiate and/or complete the work at the expense of the Franchisee.

In the event of any acquisition of the Facility by the City pursuant to Section 4.6, and subject to the requirements of applicable law, the City may lease, sell, operate, or otherwise dispose of all or any part of the Facility.

Sec. 9. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
MICHAEL DUNDAS
Assistant City Attorney

Date 1/19/22

File No. 21-0896

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The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR

Ordinance Passed _____

Approved _____