



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

June 20, 2002

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

Dear Supervisors:

**APPROVE NO-FEE PERMIT THAT WAIVES FEES FOR THE ASSOCIATION OF
VOLLEYBALL PROFESSIONALS' MANHATTAN BEACH OPEN IN EXCHANGE FOR
PROVIDING YOUTH VOLLEYBALL CLINICS AT DOCKWEILER STATE BEACH
(4th DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the recommended actions are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 4(j) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Authorize and instruct the Director of the Department of Beaches and Harbors (Director) to sign a one-year no-fee Permit, with four optional one-year extensions, with the Association of Volleyball Professionals, Inc. (AVP) that annually waives an estimated \$10,000 in County fees for the AVP Manhattan Beach Open Volleyball Tournament (AVP Open) starting in August 2002, in exchange for ten volleyball clinic sessions, valued annually at \$10,000, that will be provided for youth either enrolled in or recruited through the Department of Beaches and Harbors' (Department) W.A.T.E.R. (Water Awareness, Training, Education and Recreation) youth program, with a provision for one additional session in future years for each 10% increase in waived County fees above the amount to be waived for the 2002 AVP Manhattan Beach Open (Attachment A).
3. Grant the Director authority to execute non-material amendments to the Permit.
4. Authorize the Director to consent to four one-year optional extensions of the Permit.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This proposed Permit would waive the gross receipts fees annually paid to the County by the AVP for conducting the AVP Open, normally held on Manhattan County Beach in August of every summer, in exchange for AVP conducting a minimum of ten volleyball clinic sessions to teach volleyball skills to youth enrolled in or through the Department's W.A.T.E.R. youth program. The sessions will be held throughout the year at the Dockweiler State Beach volleyball center, providing at least 3 hours of instruction and accommodating up to 100 youth per session with an instructor to participant ratio of up to 25 to 1. Every year, commencing in summer 2003, the AVP will be obligated to provide one additional session for every 10% increase in waived County fees over the fee amounts originally waived for the 2002 AVP Open. The Director will immediately issue this Permit upon approval by your Board.

The sessions are expected to play an important role in benefiting underprivileged inner-city youth who participate in the W.A.T.E.R. program by providing them with volleyball-related instruction provided by beach volleyball players associated with the AVP. Other school-age youth from throughout Los Angeles County will also be recruited through W.A.T.E.R. to participate in the sessions alongside the W.A.T.E.R. program youth. In addition, the sessions will play an important role in encouraging greater recreational and youth program use of the Dockweiler Beach volleyball center.

Implementation of Strategic Plan Goals

The services obtained through this Permit promote Service Excellence of the County's Strategic Plan Goals by providing volleyball instruction to both W.A.T.E.R. and other school-age youth through this seamless service arrangement with the AVP. Issuance of the Permit also promotes the County's goal of Organizational Effectiveness by encouraging cooperation across jurisdictional boundaries to deliver a quality recreational experience for the youth.

FISCAL IMPACT/FINANCING

The County will waive an estimated total of \$10,000 in gross receipts fees for the 2002 AVP Open along with an estimated additional \$40,000 in gross receipts fees from future AVP Opens if the four one-year options are exercised. In return, the County will receive an annual minimum of ten volleyball clinic sessions valued at \$1,000 per session for a total value of \$50,000 for the potential full five-year term of the Permit.

The amount of County fees waived by this Permit for the AVP Open may increase in future years. For every 10% increase in waived fees over and above the amounts already waived for the 2002

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AVP Open, the AVP will be obligated to annually provide one additional session. However, if the amount of waived County fees decreases in future years, there will be no reduction in the minimum number of ten volleyball clinic sessions provided to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Director will issue a formal written Permit (Attachment A), in accordance with the authority granted to the Director by Los Angeles County Code Section 2.116.020, upon approval by your Board. The Permit has been reviewed by County Counsel and the CAO's Risk Management Section to ensure compliance with County indemnification, insurance and other standard provisions. The AVP remains obligated every year to apply for and obtain a separate beach use permit from the Department to actually hold the AVP Open on Manhattan County Beach.

The Beach Commission has approved this Permit.

ENVIRONMENTAL DOCUMENTATION

Approval of this Permit is categorically exempt from the provisions of CEQA pursuant to Class 4(j) of the County's Environmental Document Reporting Procedures and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this no-fee Permit will enable the Department to substantially increase the quality of the recreational experience available to participants in its W.A.T.E.R. youth program.

Respectfully submitted,



Stan Wisniewski
Director

SW:wp

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REVOCABLE PERMIT FOR USE OF DOCKWEILER BEACH VOLLEYBALL CENTER
BY THE ASSOCIATION OF VOLLEYBALL PROFESSIONALS, INC.

1 GENERAL CONDITIONS

1.1 Parties. This Permit is issued by the County of Los Angeles (the "County") to The Association of Volleyball Professionals, Inc. ("AVP" or "Permittee"). It is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the County and AVP.

1.2 Recitals. The County desires to provide volleyball-related educational and recreational opportunities for participants in and youth enrolled through the Water Awareness, Training, Education and Recreation (W.A.T.E.R.) program administered by the Department of Beaches and Harbors (the "Department"). In accordance with Los Angeles County Code Section 2.116.020, the Director of the Department of Beaches and Harbors (the "Director"), subject to the authority of the Board of Supervisors, may license the use of portions of the County's harbors and beaches. The AVP desires to have its gross receipts fees waived for the AVP Manhattan Beach Open (the "Event") conducted on Manhattan County Beach. In exchange for the waiver of these fees, the AVP will use the volleyball center located at Dockweiler State Beach to conduct clinics that teach volleyball-related skills to youth in or enrolled through the W.A.T.E.R. program (W.A.T.E.R. Program Participants), as described in this Permit.

1.3 Interpretation

1.3.1 Headings. The headings contained in the Permit are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Permit.

1.3.2 Definitions. The following words shall be construed to have the following meanings:

- *County.* The County of Los Angeles.
- *Department.* The Los Angeles County Department of Beaches and Harbors.
- *Director.* The Director of the Department.
- *Event.* The AVP Manhattan Beach Open held at Manhattan County Beach.
- *Permittee.* The Association of Volleyball Professionals, Inc. (AVP).
- *Premises.* The County-operated beach area described in Section 2.2.

2 SCOPE OF PERMIT

2.1 Permit. The County permits the Permittee, and the Permittee accepts, the privilege of using the Premises as described in Section 2.2. AVP may conduct volleyball clinics at the Premises in accordance with the terms and conditions stated in this Permit. AVP expressly understands that the privilege granted is a Permit, not a lease, and is a revocable and unassignable permission and privilege to occupy the designated property only long enough to fulfill the designated uses described in this Permit. This Permit does not grant or reserve to AVP any interest in any real property or estate.

2.2 Premises. The County-operated premises subject to this Permit is the Dockweiler Beach volleyball center at Dockweiler State Beach in Los Angeles, specifically at volleyball courts located on the sand between Lifeguard Towers #57 and #58. The Director may designate, with the Permittee's approval, other beach locations operated by Los Angeles County to serve as the Premises for this Permit's activities.

3 TERM. The Permit shall be effective on July 1, 2002, and shall expire June 30, 2003, unless earlier revoked by the Director in accordance with the terms hereof. The Director may, in his sole discretion, revoke the Permit on 15 days' written notice to the Permittee. The Permit may be extended for four (4) one-year periods at the sole discretion of the Director. The Permittee must submit each extension request in writing to the Director at least 60 days prior to the expiration of the Permit.

4 CONDITIONS OF USE

4.1 Fees. In consideration of the services to be rendered by the Permittee, the County will waive the gross receipt fees that are annually payable by the AVP to the County for the Event, subject to the conditions in Section 4.9. However, every year the AVP will remain obligated to separately apply for and be granted a Beach Use Permit to be able to actually hold the Event.

4.2 Permittee's Improvements. The Permittee may not build or install any improvements on the Premises.

4.3 Permittee's Repair of Premises. The Permittee will repair or replace any and all County property lost, damaged or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to promptly make repairs to the satisfaction of the County, the County may have repairs made and Permittee shall be responsible to reimburse

County for costs incurred by County, plus maximum interest allowed by law.

4.4 Cessation of Activities. In the event that an authorized representative of the County finds that the activities being held on the Premises by the Permittee endanger the health or safety of persons on or near the Premises, the representative may require that this Permit immediately be terminated until said endangering activities cease.

4.5 Parking. The County will provide parking for AVP instructors conducting the volleyball clinic sessions.

4.6 Signage. The Permittee may not place any form of advertising material, signs or structures on or about the Premises except as authorized in writing by the Director.

4.7 Supervision. The Permittee shall supervise and direct the Permittee's instructors and its educational and recreational volleyball-related programs and W.A.T.E.R. Program Participants while they are on the Premises.

4.8 Permittee's Services. The Permittee shall provide the services described in this Section on mutually agreed-upon dates during the term of the Permit, recognizing that the services should be rendered on a year-around basis and especially during the W.A.T.E.R. Program Participants' school vacation periods to afford the greatest degree of access. The Permittee shall annually provide at the Premises no less than 10 volleyball clinic sessions that are at least 3 hours each, accommodating W.A.T.E.R. Program Participants and, as necessary, their adult supervisors. Both the County and the Permittee will mutually agree upon the date of each session. Each clinic will accommodate up to 100 W.A.T.E.R. Program Participants, or other number as is mutually agreed to by the County and Permittee. The clinics will generally involve teaching volleyball-related skills to the W.A.T.E.R. Program Participants and the course of instruction for all such clinics is subject to the mutual agreement of the County and the Permittee. The AVP will provide enough instructors to maintain a ratio between 15 and 25 to 1 between AVP instructors and W.A.T.E.R. Program Participants. While the County will provide volleyball courts with nets, the AVP will supply all other instructional items needed for the clinic sessions (e.g. boundary lines, volleyballs, etc.)

4.9 Payment by AVP of County Fees Waived in Section 4.1. The AVP will be required to repay fees waived by County in Section 4.1 for the respective permit year in which any of the following occur: (1) if the AVP violates any condition(s) of this Permit that subsequently causes the Director to terminate the Permit,

or (2) if AVP cannot provide its annual allotment of volleyball clinic sessions due either to the AVP's inability to provide them during W.A.T.E.R. program hours or due to the cancellation of volleyball clinic sessions due to lack of interest by W.A.T.E.R. Program Participants (as demonstrated by less than 25 signing up for a session, or as otherwise determined by County). If any of the above occurs, then the AVP will repay a prorated refund equal to \$1,000 per missed session, except that the total amount refunded by the Permittee in any permit year will not exceed the fee amounts waived by the County for that permit year. Repayment of any of these fees will be made by AVP to County within 30 days of receiving such written notice from County.

4.10 Increase in Number of Volleyball Clinic Sessions. The AVP shall report to the Director its total gross receipt fees and the amount of County fees waived within 30 days after the conclusion of every Event held during the term of this Permit. Every increase of 10% in the Permittee's gross receipts fees above the amount waived for the Event held in August 2002 will result in an increase of 1 additional volleyball clinic session as provided in Section 4.8. Any additional sessions will be annually credited for County use within a 12-month period starting September 15th of the Permit's 1st option year.

4.11 Unused Volleyball Clinic Sessions. If the County does not completely use its annual allotment of volleyball clinic sessions in any one year, then any or all unused volleyball clinic sessions from that year can at the Director's discretion carry over into the next year of the Permit and thus be required of Permittee as additional sessions in that year. If the Director so decides, Permittee would not be obligated to repay fees waived for these sessions pursuant to Section 4.9.

4.12 Compliance with Federal, State and Local Laws. The Permittee agrees to comply at all times with all applicable federal, state, county and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Permit are incorporated by reference. The Permittee agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Permittee of such laws, rules, regulations or ordinances.

5 GOVERNING LAW. The Permit shall be construed in accordance with and governed by the laws of the State of California.

6 INDEMNIFICATION. The Permittee agrees to indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability and expense, including defense costs and legal

fees arising from or connected with claims and lawsuits for damages or Workers' Compensation benefits relating to Permittee's operations or its services which result from bodily injury, death, personal injury, property damage (including damage to Permittee's property) or economic injury. Permittee shall not be obligated to indemnify for liability and expense arising from the active negligence of the County, its employees or agents. The County will obtain signed liability waivers from every youth participant in the volleyball clinic sessions.

7 INSURANCE

7.1 General Requirements. Without limiting the Permittee's indemnification of the County and during the term of this Permit, the Permittee shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and primary to and not contributing with any other insurance maintained by the County. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsements shall be delivered to the Department of Beaches & Harbors, Community and Marketing Services Division, 4701 Admiralty Way, Marina del Rey, CA 90292, prior to commencing operations on the Premises, shall specifically identify this Permit, and shall contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance. Prior to the expiration of such insurance or any renewal or replacement policy, the Permittee shall provide satisfactory proof of a renewal or replacement policy complying with the Permit.

7.2 Liability Insurance. Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

(1) General liability insurance written on a commercial or comprehensive general liability form, or an equivalent program of self-insurance, covering the hazards of premises/operations, advertising, products/completed operations, property damage and personal injury with a combined single limit of not less than \$5 million per occurrence. If written with an annual aggregate limit, the aggregate limit shall be not less than three times the required occurrence limit. If written on a claims made form, the Permittee shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of the Permit; and

(2) Comprehensive auto liability endorsed for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1 million per occurrence.

7.3 Workers' Compensation Insurance. Workers' Compensation Insurance in an amount and form to meet

all applicable requirements of the Labor Code of the State of California, including Employer's Liability or its equivalent with a \$1 million limit covering all persons the Permittee is required to cover.

7.4 Failure to Procure and Maintain Insurance. Failure on the part of the Permittee to procure or maintain the required insurance shall constitute grounds for immediately suspending or revoking the Permit. In addition, in the event that the Permittee fails to comply with any of the indemnification or insurance requirements of this Permit, and such failure to comply results in any costs to County, Permittee shall pay full compensation for all costs incurred by County.

7.6 Notification of Incidents, Claims or Suits. Permittee shall report to the County any of the following:

(1) any accident or incident relating to services performed under this Permit that involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) any third party claim or lawsuit filed against Permittee arising from or related to services performed by Permittee under this Permit;

(3) any injury to a Permittee instructor or employee, which occurs on County property. This report shall be submitted on a County Non-employee Injury Report to the Department; and

(4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Permittee under the terms of this Permit.

8 STATUS OF PERMITTEE'S EMPLOYEES: INDEPENDENT STATUS OF PERMITTEE

8.1 This Permit is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and the Permittee.

8.2 The Permittee understands and agrees that all of the Permittee's personnel who furnish services to the County under the Permit are employees solely of the Permittee and not of the County for purposes of Workers' Compensation liability.

8.3 The Permittee shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to the Permittee's personnel for injuries arising

from or connected with the Permit and its conditions of use.

9 COUNTY LOBBYIST. Permittee agrees that each "County Lobbyist" as defined in Los Angeles County Code Section 2.160.010 retained by the Permittee shall fully comply with the County Lobbyist Ordinance that is set forth in Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by the Permittee to comply with the County Lobbyist Ordinance shall constitute a material breach of this Permit upon which the County may immediately terminate this Permit, upon written notice thereof to Permittee.

10 NOTIFICATION

10.1 Except as otherwise provided by the Permit, notices desired or required to be given by law or under the Permit may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Permittee at:

Association of Volleyball Professionals
1600 Rosecrans Avenue
Building 7, Suite 310
Manhattan Beach, CA 90266

or such other place designated in writing by the Permittee. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

10.2 Notice of any matter may also be given by personal delivery of a written notice to any person whose actual knowledge of termination would be sufficient notice to the Permittee.

11 AMENDMENT. Only nonmaterial amendments to the Permit that do not materially change the scope of the Permit, increase the County's financial responsibility or impose additional liability on the County may be executed without approval of the Los Angeles County Board of Supervisors, and all must be in writing and shall not be effective until executed by the Permittee and the Director.

EXECUTED ON _____, 2002

PERMITTOR:
County of Los Angeles

Stan Wisniewski, Director
Department of Beaches and Harbors

PERMITTEE:
The Association of Volleyball Professionals, Inc.

Andy Reif, Chief Operating Officer

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Deputy