County of Los Angeles
**CHIEF ADMINISTRATIVE OFFICE**
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.co.la.ca.us

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 26, 2006

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

Dear Supervisors:

**AGREEMENT WITH**
**THE LOS ANGELES COUNTY FAIR ASSOCIATION**
**FOR REFURBISHMENT OF EXHIBIT BUILDING**
**(FIRST DISTRICT AFFECTED) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that approval of the recommended action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Classes 1 and 2 of the County's Environmental Document Reporting Procedures and Guidelines and the State CEQA Guidelines.

2. Approve the attached Agreement between the County of Los Angeles and the Los Angeles County Fair Association to provide funding for the Association to implement a refurbishment of its Exhibition Building 7A on the County-owned fairgrounds property (Fairplex) in the maximum amount of $450,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

For many years, the Los Angeles County Fair Association has conducted an annual County Fair for the benefit of Los Angeles County residents and visitors. The County owns the land, and the Association owns the improvements and operates the Fairplex under a long-term ground lease and operating agreement.

The annual County Fair and other interim, non-Fair events have been operated and the facilities at Fairplex have been maintained by the Association at no cost to the County. The Association generates revenues, of which the County receives a share, through admission fees, agreements with vendors, and long- and short-term subleases of the Fairplex.

Fairplex's Exhibition Building 7A was constructed around 1940 and has not been remodeled since that time. Most of the year, Building 7A sits vacant as trade and consumer show promoters opt for other, smaller buildings at Fairplex, or choose other convention facilities instead of Fairplex. A refurbished building, including infrastructure improvements as well as a "facelift," will provide the opportunity to sell additional space to retail vendors both during the Fair and in the interim.

Under the ground lease and operating agreement, rent to the County is based on the County's share of the Fair Association's operating revenues. Based on an analysis prepared by the Association and reviewed by this office, incremental rent to the County from the refurbishment could exceed $750,000 over the next 15 years.

**Implementation of Strategic Plan Goals**

Approval of the project is consistent with the County Strategic Plan goal of fiscal responsibility (Goal 4) by investing in the public infrastructure.

**FISCAL IMPACT/FINANCING**

The total project estimated cost for refurbishment of Building 7A is $4,750,000 and is funded through three sources: a Federal grant in the amount of $1,750,000 from the United States Department of Commerce, Economic Development Administration; this proposed grant from the County in the amount of $450,000; and funds of the Fair Association for the balance of the project.

Appropriation for the $450,000 grant to the Fair Association is included in the 2006-07 Final Proposed Budget for the Project and Facility Development Fund. Actual payments will be made upon submission of documentation that eligible expenditures have been made for the project.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Exhibition Building 7A is a 43,000 square foot open structure near the White Avenue entrance to the Fairplex. The scope of the $4.75 million project includes refurbishment of exterior and interior surfaces, new ADA accessible entrances and restrooms, new flooring, roofing, and HVAC systems, and upgrades to electrical, plumbing and fire suppression systems.

The attached Agreement will commence upon approval by the County Board of Supervisors and continue until completion of the refurbishment project. The Agreement can be amended only by mutual written consent of the parties. The Agreement delegates to the Chief Administrative Officer or his designee the authority to issue any and all approvals required to implement this Agreement and to execute any and all related documents.

Renovation activities will be managed by the Association and will include preparation of plans, specifications and cost estimates for each phase of the project, ensure that all capital improvements are in compliance with the current ADA requirements, obtain all necessary governmental approvals and permits, prepare any environmental documents, meet all other applicable local, State and federal regulations, codes and ordinances, and complete each phase in accordance with the plans and specifications.

County Counsel has approved the Agreement as to form.

## ENVIRONMENTAL DOCUMENTATION

Approval of this action is categorically exempt from the CEQA pursuant to Class 1(c), (d), (l), (n) and (x), and Class 2(a) of the County's Environmental Document Reporting Procedures and Guidelines and State CEQA Guidelines Sections 15301 and 15302. Further, based upon the facts known at this time, it is not anticipated that the construction of the capital improvements contemplated by the Agreement will have a significant effect on the environment. However, under the attached Agreement, the Association is obligated to prepare any environmental documentation that may be necessary to secure any required governmental approvals and permits.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed capital improvements will enhance the experience of residents and visitors of the County by allowing full use and access to the facilities at the Fairplex.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JSE
MV:rr

Attachments (1)

c: County Counsel
Los Angeles County Fair Association

# AGREEMENT

**THIS AGREEMENT**, is made and entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), and the LOS ANGELES COUNTY FAIR ASSOCIATION, a California non-profit mutual benefit corporation (the "Fair Association").

## WITNESSETH

**WHEREAS**, the County, as fee owner and landlord, and the Fair Association, as tenant, are parties to that certain Ground Lease and Operating Agreement dated January 20, 1988, as amended (the "Ground Lease"), and pursuant to the Ground Lease, the Fair Association leases that certain real property located in the City of Pomona, County of Los Angeles, State of California, constituting the Los Angeles County Fairgrounds ("Fairplex"), and more particularly described in Exhibits A and B to the Ground Lease; and

**WHEREAS,** a principal purpose and intent of both the County and the Fair Association in entering into the Ground Lease was and is to conduct an annual county fair in the County of Los Angeles which is attended by hundreds of thousands of residents of and visitors to the County; and

**WHEREAS**, in order that the public may fully use and enjoy the County Fair and other events at the Fairplex, the facilities at the Fairplex need to be refurbished from time to time; and

**WHEREAS**, the Fair Association desires to undertake certain capital improvements to improve the Fairplex facilities, as set forth in Exhibit A, and incorporated herein by this reference (the "Project"); and

**WHEREAS**, in furtherance of the public benefits to be derived by the Project, the County will assist the Fair Association by contributing to the Fair Association an amount not to exceed $450,000, as authorized by Government Code section 25906, and as set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, the parties hereby agree as follows:

**(1) THE FAIR ASSOCIATION AGREES TO:**

a. Cause the preparation of plans, specifications and cost estimates for the Project;

b. Ensure that all aspects of the Project are in compliance with the current requirements of the Americans with Disabilities Act ("ADA");

c. Obtain all necessary governmental approvals and permits for the Project;

d. Cause the preparation of environmental documents in compliance with the California Environmental Quality Act, as necessary, to secure said government approvals and permits;

e. Advertise the Project, award and administer the construction contracts, and cause the Project to be completed in accordance with the applicable plans and specifications;

f. Provide written justification to the County if the Project is constructed or completed other than through advertising, awarding and administering construction contracts;

g. Comply with all applicable local, State and federal regulations, codes and ordinances, including but not limited to, all applicable provisions of the California Labor Code, including its prevailing wage provisions.

h. Permit the County access to the Fairplex, upon reasonable notice, to inspect any aspect of the Project for the purpose of ensuring compliance with this Agreement;

i. Submit invoices to the County for work completed referencing this Agreement, the time period covered by the invoice, details of the work completed and by whom, and the itemized costs;

j. Submit to the County, within sixty (60) days after completion of the Project, a final accounting of the actual cost of the Project; and

k. Be responsible for the operation, maintenance and upkeep of the improvements constructed, which shall be owned by the Fair Association consistent with the terms of the Ground Lease;

**(2) COUNTY AGREES TO:**

a. Contribute the amount of $450,000 to the Fair Association for the Project upon submittal of invoices from the Fair Association consistent with this Agreement;

b. Review plans and specifications as necessary, and inspect the progress of construction to ensure the Fair Association's compliance with this Agreement; and

c. Pay approved invoices within 30 days of receipt.

## (3) COUNTY AND FAIR ASSOCIATION MUTUALLY AGREE AS FOLLOWS:

a. This Agreement will commence upon approval by the County Board of Supervisors and continue either until the completion of the Project as outlined in Exhibit A or until terminated by the County due to non-performance by the Fair Association, as defined in subsection b, below.

b. In the event that the Fair Association does not substantially complete the Project within one year from the date of this Agreement, the County may, in its sole and absolute discretion, determine that the Fair Association has not performed in accordance with the Agreement ("non-performance"), and, upon demand by the County, Fair Association agrees to repay any or all funds disbursed under this Agreement.

c. This Agreement can be amended only by mutual written consent of both the County and the Fair Association.

## (4) INDEMNIFICATION AND INSURANCE

The indemnification and insurance provisions set forth in Article 9 of the Ground Lease shall apply to this Agreement and by this reference are incorporated herein.

## (5) INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the County and the Fair Association and 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 the Fair Association.

The Fair Association understands and agrees that all persons furnishing services pursuant to this Agreement are, for all purposes including, but not limited to Workers' Compensation liability, employees or agents solely of the Fair Association and not employees or agents of the County.

The County shall not bear any responsibility or liability for furnishing Workers' Compensation and/or any other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Fair Association pursuant to this Agreement.

## (6) CONSIDERATION OF HIRING GAIN/GROW EMPLOYEES

Should the Fair Association require additional or replacement personnel after the effective date of this Agreement, the Fair Association shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Fair Association's minimum qualifications for the open position. The County will refer GAIN participants by category to the Fair Association.

## (7) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Fair Association shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

## (8) RECYCLED-CONTENT PAPER PRODUCTS

Consistent with Board of Supervisors policy to reduce the amount of solid waste deposited at the County landfills, the Fair Association agrees to use recycled-content paper to the maximum extent possible under this Agreement.

## (9) TERMINATION FOR IMPROPER CONSIDERATION

The County may, by written notice to the Fair Association, immediately terminate this Agreement if it is found that consideration, in any form, was offered or given by the Fair Association, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Fair Association as it could pursue in the event of default by the Fair Association.

The Fair Association shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

## (10) NOTICES

Notices desired or required to be given under this Agreement shall be given in the same manner as provided for in Section 14.05 of the Ground Lease, which by this reference is incorporated herein.

## (11) WAIVER

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at anytime or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

## (12) NEGATION OF PARTNERSHIP

Nothing in this Agreement shall be construed to render County in any way or for any purpose a partner, joint venturer, or associate in any relationship with the Fair Association, nor shall this Agreement be construed to authorize either to act as agent for the other unless expressly provided in this Agreement.

## (13) INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

## (14) HEADINGS AND TITLES

The marginal headings or titles to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part herein.

## (15) ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties and of matters covered hereby, and no other previous agreement, statement, or promise made by any party hereto which is not contained herein shall be binding or valid unless in writing and properly executed by both parties.

## (16) SAVINGS CLAUSE

If any provision or provisions of this Agreement are for any reason adjudged to be unenforceable or invalid, it is the specific intent of the parties that the remainder shall subsist, be, and remain in full force and effect.

## (17) AUTHORITY TO ENTER INTO AGREEMENT

The individual executing this Agreement on behalf of the Fair Association attests, warrants, and represents to be duly authorized to execute this Agreement on behalf of the Fair Association.

## (18) COUNTY LOBBYISTS

Each County lobbyist, as defined in the Los Angeles County Code section 2.160.010, retained by the Fair Association shall be in full compliance with chapter 2.160 of the Los Angeles County Code. The Fair Association's signature on the Agreement is its certification that it is in full compliance with chapter 2.160. Failure on the part of any County lobbyist retained by the Fair Association to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

## (19) LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

a. The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

b. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

c. In the event this Agreement extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then this Agreement shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Fair Association in writing of such non-allocation at the earliest possible date.

## (20) DELEGATION OF AUTHORITY

The County hereby delegates to its Chief Administrative Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all documents related thereto.

## (21) CALIFORNIA LAW

This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.

## (22) COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

## (23) SAFELY SURRENDERED BABY LAW

**Notice to Employees Regarding the Safely Surrendered Baby Law.** Fair Association shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

**Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** Fair Association acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. Fair Association understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Fair Association will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Fair Association with the poster to be used.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the Fair Association on_____, 2006, and by the County of Los Angeles on _____, 2006.

COUNTY OF LOS ANGELES

BY_____
Mayor, County of Los Angeles

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

LOS ANGELES COUNTY FAIR ASSOCIATION

By _____
President

Exhibit A

# PROPOSED FAIRPLEX IMPROVEMENTS
# BUILDING 7A REFURBISHMENT PROJECT

## Project Costs

| | |
|---|---|
| Administrative and Legal | $ 192,500 |
| Surveying | 8,500 |
| Architectural and Engineering | 266,100 |
| Inspection Fees | 15,400 |
| Site Work | 2,500 |
| Construction | 3,773,571 |
| Equipment | 110,000 |
| Contingencies | 377,356 |
| Total Project Cost | $ 4,745,927 |

## Funding Structure

| | |
|---|---|
| U.S. EDA | $ 1,750,000 |
| County Grant | 450,000 |
| Fair Association | 2,545,927 |
| Total Funding | $ 4,745,927 |

mv
g:/word/fairplex bldg 7a agreement.doc

# No shame.
# No blame.
# No names.

**Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.**

**In Los Angeles County:**
**1-877-BABY SAFE**
**1-877-222-9723**
**www.babysafela.org**

**State of California**
Gray Davis, Governor

**Health and Human Services Agency**
Grantland Johnson, Secretary

**Department of Social Services**
Rita Saenz, Director

**Los Angeles County Board of Supervisors**
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*