



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
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FESIA A. DAVENPORT
Chief Executive Officer

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 September 27, 2022

Board of Supervisors
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First District

HOLLY J. MITCHELL
Second District

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September 27, 2022

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

CELIA ZAVALA
EXECUTIVE OFFICER

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

Dear Supervisors/Commissioners:

**APPROVE AN EXCLUSIVE NEGOTIATING AGREEMENT WITH
CENTURY AFFORDABLE DEVELOPMENT, INC. FOR THE POTENTIAL
DEVELOPMENT OF COUNTY-OWNED PROPERTY AT THE NORTHEAST CORNER
OF NORTH MISSION ROAD AND GRIFFIN AVENUE
IN THE CITY OF LOS ANGELES
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

This letter recommends approval of an Exclusive Negotiation Agreement (ENA) between the County of Los Angeles (County) and Century Affordable Development, Inc. (Century), a California nonprofit public benefit corporation, to negotiate the potential development of an affordable housing project on County-owned property located at the northeast corner of North Mission Road and Griffin Avenue, with APNs 5210-015-902, -904, -905, and -906, in the City of Los Angeles (Property). The letter also recommends approval for the Los Angeles County Development Authority (LACDA) to act on behalf of the County in the negotiation and execution of the ENA.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.

2. Find that the Property is exempt surplus land per Government Code section 54221(f)(1)(a). The County entered into an ENA after a competitive bid for a 100 percent affordable housing project. The Property will be used to provide affordable housing to veterans and families within the County.
3. Authorize and delegate authority to LACDA to act on behalf of the County to execute the proposed ENA between the County and Century, presented in substantially final form, for the potential development of the Property. The proposed ENA will have a term of 180 days, with the option for a maximum of two 90-day extensions, if needed, in order to negotiate the potential project, collect deposits and fees in connection with the terms of the proposed ENA, and to administer the expenses and accounting associated with the proposed ENA, and for its Executive Director, or designee, to execute any and all related or ancillary documents or amendments to the proposed ENA necessary to effectuate the action authorized hereby.
4. Authorize LACDA to act on behalf of the County to manage the predevelopment phase of the proposed potential development.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE COMMISSIONERS OF LACDA:

1. Find that the proposed actions are not a project under CEQA for the reasons stated in this Board letter and the record.
2. Authorize LACDA to serve as the agent of the County and authorize the Executive Director, or his designee, to execute the proposed ENA between the County and Century, approved as to form by County Counsel, for an initial six-month term, and to extend the term of the proposed ENA for a maximum of up to two 90-day ENA extension periods, if needed, in order to negotiate the potential project, collect deposits and fees in connection with the terms of the proposed ENA, and to administer the expenses and accounting associated with the proposed ENA.
3. Find that the Property is exempt surplus land per Government Code section 54221(f)(1)(a). The County entered into an ENA after a competitive bid for a 100 percent affordable housing project. The Property will be used to provide affordable housing to veterans and families within the County.
4. Authorize the Executive Director, or his designee, to execute any and all related or ancillary documentation or amendments, approved as to form by County Counsel, which are necessary to effectuate the action authorized hereby.
5. Authorize the Executive Director, or his designee, to manage the predevelopment phase of the proposed potential development of the Property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize execution of the proposed ENA, presented in substantially final form, between the County acting through LACDA, and Century, which will allow for the negotiation of the potential development of an affordable housing project on the Property. LACDA will manage the predevelopment phase of the proposed development. The predevelopment phase activities include overseeing or participating in the following activities established under the ENA Schedule of Performance (Exhibit C): overseeing the entitlement process and timeline, reviewing proposed financing structure and project plans, managing the right of entry agreement, reviewing the outreach plan and participating in outreach activities, and negotiating the terms for a potential Option to Lease Agreement.

Implementation of Strategic Plan Goals

The approval of the proposed project and ENA is consistent with the following Strategic Goals and Objective: 1) Countywide Strategic Plan Goal 1 - to make investments that transform lives; 2) Strategic Asset Management Goal - to prioritize needs to optimize highest and best use of assets; and 3) Key Objective 5 - to fund highest priority needs. The proposed project supports these goals and objective by addressing the County's homeless crisis and transforming a County-owned asset into safe, decent, affordable, and supportive housing that will serve the needs of special needs populations and families with limited means.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund as a result of the actions contemplated in this letter. As part of the ENA, Century will be required to pay a non-refundable ENA fee of \$25,000 and an initial ENA deposit of \$25,000, which may be replenished to cover the transaction expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is interested in entering into an ENA with Century to determine if the parties can reach an agreement on the terms of the potential development of the Property with a proposed affordable housing project, which may include up to 300 residential units with supportive housing for homeless individuals and families, and homeless individuals and families living with a mental illness, in addition to low-income units. The Property is located in a community in great need of affordable housing and is part of the County's LAC+USC Restorative Care Village efforts. The Property is comprised of four parcels, which total approximately 100,630 square feet in size, or approximately 2.3 acres. The proposed development of the Property presents an opportunity to advance the County's key objectives for the area, which include enhancing the community and creating affordable housing opportunities for homeless and low-income populations.

Century plans to use prefabricated construction techniques to deliver the proposed potential development, which will include up to 300 units, and 11,000 square feet of community-serving space dedicated to workforce development and peer respite programs. All units will be reserved for households earning between 30 percent and 60 percent of area median income, with two units reserved for property management personnel. Fifty percent of the units will be set aside as supportive housing and the remaining units will serve low-income persons.

Century will execute and comply with a Community Benefits Agreement (CBA) related to the development of this proposed potential development. This CBA will be included as part of the proposed ENA negotiations. The CBA shall be aligned with the regional community benefit priorities developed through the Health Innovation Community Partnership (HICP). The HICP is a coalition of partners serving the residents and communities of Los Angeles' eastside neighborhoods, including East Los Angeles, Boyle Heights, El Sereno, Lincoln Heights, and Northeast Los Angeles. The HICP has established seven priority areas for community benefits including: health and wellness, community stability, economic development, opportunity, safety, transportation, and environmental justice.

Century was selected through a Request for Proposals (RFP) process, and as part of its proposal, Century included a stakeholder engagement strategy that incorporates working with residents that live in close proximity to the Property area including other key stakeholders from the area. The outreach strategy includes a two-phased approach. The first phase is project design and conception, which seeks to develop relationships with local stakeholders, and listen, understand, and respond to feedback and/or concerns about the development, forming lines of communication and trust, and mobilizing support for the ultimate development concept and on-going service provision. Following the project design phase, Century will maintain a posture of engagement into the operations phase where it will offer a nurturing, healing environment, where residents have safe and affordable housing, and can acquire the skills and assistance needed to gain stability and self-sufficiency in maintaining housing, healthier life choices, effective parenting, and other life skills.

The proposed potential development is a preliminary proposal that is subject to change through negotiations, as well as input derived from the community outreach efforts. The proposed ENA will include the following terms:

- An initial term of 180 days with options to extend the term for a maximum of two 90-day periods, if needed.
- A non-refundable ENA fee of \$25,000 and an initial ENA deposit of \$25,000, which may be replenished to cover transaction expenses.
- The County shall not be responsible for reimbursing Century for any expenses incurred to assess the feasibility of a housing development project at the Property.

If negotiations with Century are successful, LACDA and/or the County will return to the Board with an Option to Lease Agreement for review and approval. Such proposed potential development on the Property is pursuant to Government Code section 25539.4, and, therefore, exempt from the California Surplus Land Act (Government Code section 54220, et seq.).

ENVIRONMENTAL DOCUMENTATION

The actions are not a project, pursuant to CEQA, because it is an activity that is excluded from the definition of a project pursuant to section 15378 (b) of the State CEQA guidelines. The proposed action is an administrative activity of government, which will not result in direct or indirect physical change to the environment. The County and LACDA are only seeking authority to negotiate potential agreements under the ENA. No commitment to any project is being made at this time. Review of the CEQA requirements must be completed before any commitment to a project occurs.

CONTRACTING PROCESS

Century was procured through an RFP that was issued by LACDA, acting on behalf of the County, on October 19, 2021. Prospective proposers attended a mandatory pre-proposal conference on November 10, 2021. The submission deadline was January 6, 2022.

As a result of the RFP, the County received a total of six proposals. The proposals were evaluated based on the following criteria described in the RFP:

1. Development Team Experience
2. Financial Capacity – Funding Sources Experience
3. Community Engagement Experience
4. Project Concept-Financing Strategy and Approach
5. References
6. County Requirements

Century's proposal received the highest score, with 964 points out of 1,050. Over the past 26 years, Century has exhibited a long track record of financing, developing, managing, and operating permanent supportive and affordable housing communities. Century's real estate development portfolio includes over 2,000 residential affordable and supportive housing units across 23 completed developments in Los Angeles and San Bernardino Counties; an additional 1,182 residential affordable and supportive housing units across 12 developments under construction or in predevelopment in Los Angeles, Riverside and Orange Counties; and four master-planned communities in Los Angeles County creating regional impacts with nearly 4,000 total homes to be constructed by Century and its partners (and over 1,500 units to be developed by Century independently).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed actions will allow the County to explore the potential to increase affordable and supportive housing opportunities.

CONCLUSION

It is requested that the Executive Office of the Board of Supervisors return one certified copy of the Minute Order and an adopted stamped copy of this Board letter to the Chief Executive Office, Real Estate Division, 320 West Temple Street, 7th Floor, Los Angeles, CA 90012 for further processing. Additionally, please forward one adopted, stamped copy of the Board letter to LACDA, 700 West Main Street, Alhambra, CA 91801.

Respectfully submitted,



FESIA A. DAVENPORT
Chief Executive Officer



EMILIO SALAS
Executive Director
Los Angeles County Development Authority

FAD:JMN:JTC
JLC:MR:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

ENCLOSURE

EXCLUSIVE NEGOTIATION AGREEMENT

by and between

THE COUNTY OF LOS ANGELES

and

CENTURY AFFORDABLE DEVELOPMENT, INC.

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "**Agreement**") is effective this ____ day of _____, 2022 (the "**Effective Date**"), by and between the County of Los Angeles, a public body, corporate and politic ("**County**"), acting by and through the Los Angeles County Development Authority, a public body corporate and politic (the "**LACDA**") and CENTURY AFFORDABLE DEVELOPMENT, INC. ("**Developer**"), a California non-profit public benefit corporation, on the terms and conditions set forth below. Each of County and DEVELOPER are sometimes referred to collectively herein as the "**Parties**" and individually as a "**Party**."

RECITALS

- A. The County owns real property located on located at the northeast corner of Mission Road, and Griffith Avenue, which is comprised of four parcels with Assessor's Parcel Numbers (APN) 5210-015-902, 5210-015-904, 5210-015-905, and 5210-015-906, as further described in Exhibit "A" ("**Property**").
- B. Developer has provided the County with a proposal to develop an affordable housing project, which may include up to 300 residential units with supportive housing for homeless individuals and families and homeless individuals and families living with a mental illness ("**Proposed Project**") on the Property. Notwithstanding the foregoing description, the Proposed Project is a preliminary proposal that is subject to change through negotiation.
- C. A preliminary design concept plan for the Proposed Project is attached as Exhibit B.
- D. The County and Developer desire to build a project that is consistent with the County goals of: (i) creating affordable housing; (ii) completing affordable housing options in the most efficient and effective manner, and (iii) enhancing the land use and economic development goals of surrounding communities.
- E. On _____, 2022 the County's Board of Supervisors ("**County Board**") authorized the LACDA to act on its behalf and for its Executive Director, or his designee, to execute this Agreement with Developer, for the purpose of (i) analyzing the potential development of the Proposed Project on the Property and (ii) negotiating the potential terms and conditions of a potential development agreement as well as any other necessary agreements ("**Project Agreements**"). The contemplated development of the Proposed Project and execution of the Project Agreements and any other associated agreements are collectively referred to as the "**Transaction**."
- F. The execution of the Project Agreements is subject to and contingent upon the County Board's approval after compliance with the California Environmental Quality Act ("**CEQA**").

- G. The County is required to comply with CEQA in connection with the consideration and analysis of the environmental impacts of the development of the Proposed Project. Because the County has not committed to any project, including the Proposed Project, this Agreement does not constitute or evidence an approval by the County of, or commitment of the County to any action for which environmental review is required under CEQA. The County retains the absolute sole discretion to make decisions with respect to the Proposed Project, which discretion includes: (i) deciding not to proceed with development of the Proposed Project, (ii) deciding to proceed with development of the Proposed Project, and (iii) deciding to proceed with any alternative development of any portion of the Property (the "**Potential County Actions**"). There shall be no approval or commitment by the County regarding the Transaction or any alternative development of any portion of the Property, unless and until the County, or other agency serving as the Lead Agency with respect to the Proposed Project, considers the environmental impacts of the Proposed Project, in full compliance with CEQA.
- H. Developer has or will have obtained all required entitlements for the Proposed Project, including adoption of California Environmental Quality Act ("**CEQA**") findings, and shall comply with all applicable requirements of the governmental body having or asserting land use jurisdiction over the Proposed Project (such governmental body may be referred to hereinafter as the "**Entitling Agency**"), as well as any other applicable legal requirements related to the development, construction and operation of the Proposed Project, including, but not limited to, compliance with the County's Local and Targeted Worker Hire Policy and Community Benefits Agreement, as applicable.

Now, Therefore, in consideration of the foregoing Recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Exclusive Negotiation Agreement: Good Faith Negotiations**

- A. **Exclusive Negotiation.** During the Term (defined in Section 2.A), so long as Developer is negotiating in good faith and is not otherwise in default of its obligations under this Agreement, the County will not solicit offers or proposals from other parties concerning potential development of the parcels within the Property. The Parties will negotiate exclusively and in good faith in accordance with this Agreement regarding the negotiations and drafting of the Project Agreements. Notwithstanding the foregoing, the County may, from time to time, be contacted by other developers regarding the Property and that such contact is expressly permitted so long as the County does not initiate the contact and indicates to such developers that the County has executed this Agreement and that the County is prohibited from: (i) discussing anything concerning these negotiations with such developers; (ii) considering any offer or proposal from such other

developers; or (iii) negotiating with any such developers, until this Agreement expires or is terminated pursuant to its terms.

- B. Essential Terms. The Parties acknowledge and agree that this Agreement does not establish all the essential terms of the Transaction and that although they have set forth herein a framework for negotiation of the essential terms of the Transaction: (i) they have not set forth herein nor agreed upon many of the essential terms of the Transaction, including, among other things, the price or terms of and timing of any development; (ii) they do not intend this Agreement to be a statement of the essential terms of the Transaction; and (iii) the essential terms of the Transaction, if agreed to by the Parties, shall be set forth, if at all, in documentation and agreements negotiated, approved and executed by duly authorized representatives of each of the Parties after any and all applicable requirements of CEQA have been completed and determinations/findings made by the CEQA lead agency.

2. Duration of this Agreement

- A. Term. This Agreement shall commence on the Effective Date and shall terminate one hundred eighty (180) days thereafter (the "**Term**"). Notwithstanding the foregoing, if (i) the Parties have not executed and delivered the Project Agreements within such period and (ii) substantial progress has been made toward fulfillment of the requirements of this Agreement, the Parties may determine, in the County's sole and absolute discretion, to extend the Term for a maximum of two consecutive ninety (90) day periods. The LACDA's Executive Director, or his designee, has been authorized to execute any Term extensions entered into pursuant to this Section 2.A.
- B. Execution. No agreement or documentation that may hereafter be negotiated between the Parties with respect to the Project Agreements shall become final and binding unless and until: (i) the County and Developer have complied with all applicable requirements of CEQA pertaining to the Transaction; (ii) such documentation is approved by the Entitling Agency; and (iii) such documentation is executed by the authorized representatives of each of the Parties.
- C. Approval of the Potential County Actions. Prior to the satisfaction of the terms set forth in Section 2.B., no: (i) negotiation or preparation of any development documentation (including a Development Agreement), including without limitation, any specific terms and provisions or any form of document; (ii) review or approval by the County of various stages of proposed plans and specifications for the Proposed Project; nor (iii) cooperation or participation by the County in development applications or submittals for the Proposed Project (including, the County's execution of any such applications or submittals),

shall constitute the County's approval of the Proposed Project or the Transaction or a commitment to take any actions.

3. ENA Fee and Deposit

- A. ENA Fee. In consideration for County agreement to negotiate exclusively with Developer, on or before the date of full execution of this Agreement, Developer shall pay to County consideration in the amount of Twenty-five Thousand Dollars (\$25,000) via wire transfer or Automated Clearing House electronic funds transfer as directed by the County in writing (the "**ENA Fee**"). The ENA Fee is non-refundable, except as otherwise specifically provided in this Agreement. The Parties agree that the County is required to deposit the ENA Fee in an interest bearing account, and furthermore, where the ENA Fee is specifically refundable pursuant to the terms of this ENA, any refund of all or a portion of the ENA Fee to Developer will not include any interest earned on the ENA Fee (if any).
- B. Deposit. Prior to and as a condition precedent to the execution of this Agreement by County, Developer shall also submit to the County, a deposit in the amount of Twenty-five Thousand Dollars (\$25,000.00) ("**Initial Amount**") via wire transfer or Automated Clearing House electronic funds transfer as directed by County in writing (the "**Deposit**"), which Deposit shall cover costs related to the evaluation of the Proposed Project and negotiation of the potential Project Agreements and other related agreements ("**Transaction Expenses**"). The Transaction Expenses shall include, without limitation the actual cost of in-house staff time (including County overhead and administrative costs but excluding in-house costs incurred by County Counsel and County project managers) and third party consultation fees (including, but not limited to, consultants, engineers, architects, outside counsel and advisors) for the performance of financial analyses, design review (including reviewing Developer's plans and specifications for the Proposed Project and engineering and other reports related to the Proposed Project), negotiations, appraisals, document preparation and other reasonable services related to the Proposed Project and the Transaction. County shall provide documentation of Transaction Expenses to Developer, provided that the form of documentation will be such that is available to County and the County and in its possession, in County and County's sole good faith determination. During the Term, whenever the Deposit balance reaches Ten Thousand Dollars (\$10,000.00) or less, Developer will replenish the Deposit to the Initial Amount, upon written notice from the County. Notwithstanding anything to the contrary contained herein, if County is requested to perform any engineering studies, technical services or other similar services, or supervision of on-site testing or inspections, or if the Deposit is insufficient to cover Transaction Expenses, County shall have the right to request additional monies, which may exceed the Initial Amount, as may be reasonably necessary to cover the costs of providing those services or Transaction Expenses. If Developer

does not consent and make such additional payments or replenish the Deposit as set forth herein, County may decline to provide the services and/or terminate this Agreement.

- i. In the event that this Agreement terminates or is terminated, the Deposit will become non-refundable to the extent necessary to pay Transaction Expenses incurred or contractually committed to be paid as of the date of termination, and County shall return to Developer any portion of the Deposit that is not needed to pay such Transaction Expenses. The Parties agree that County (a) has no obligation to pay interest on the Deposit to Developer, and (b) is not required to deposit the Deposit in an interest bearing account. Interest, if any, earned on the Deposit, may remain in the Deposit account and may be added to the amount of the Deposit. Any refund of all or a portion of the Deposit to Developer will not include any interest earned on the Deposit.

4. Agreements to be Negotiated.

- A. Project Agreements. The County and Developer shall work in good faith to negotiate and jointly prepare the Project Agreements. The Project Agreements shall include, without limitation, provisions relating to the design and development of the Proposed Project, a schedule of performance, and the Parties' obligations during the term of the Project Agreements.
- B. Other Agreements. If the Transaction will involve other agreements, such as licenses and/or dedications, each of those agreements shall be addressed in the Project Agreements and negotiated in accordance with applicable County policies and procedures and the County Board's authority.

5. County Responsibilities.

- A. Exclusive Negotiations. So long as Developer is negotiating in good faith and is not otherwise in Default (as defined in Section 12.C) of its obligations under this Agreement, the County shall negotiate exclusively and in good faith with Developer, as set forth in Section 1.A.
- B. Schedule of Performance. The County shall meet the milestones required of the County, as set forth in the schedule of performance attached hereto as Exhibit C, which schedule may be modified during the Term as agreed between the Parties (the "**Schedule of Performance**").
- C. County Discretion. The County is not approving, committing to, or agreeing to undertake: (i) the Proposed Project or any development; (ii) disposition, sale or lease of land to Developer; or (iii) any other acts or activities requiring the subsequent independent exercise of discretion by the County.

- D. Funding. The County has not agreed to fund, subsidize or otherwise financially contribute in any manner toward the development of the Proposed Project.
 - E. Other Covenants. The County shall perform such other covenants and obligations required of the County as explicitly set forth in this Agreement.
6. Developer's Responsibilities.

Without limiting any other provision of this Agreement, during the Term, Developer, at its sole cost and expense, shall prepare and submit the following information and documents and perform the following acts, all in furtherance of the negotiation process:

- A. Project Information. The County, together with Entitling Agency and all other agencies having regulatory jurisdiction over the Proposed Project, will require planning and design approval for the Proposed Project. Developer shall meet with representatives of the County and Entitling Agency to review and come to a clear understanding of the planning and design requirements of Entitling Agency and other agencies, as may be required, for the Proposed Project.
- B. Schedule of Performance. Developer shall meet the milestones required of Developer, as set forth in the Schedule of Performance, unless otherwise modified during the Term as agreed between Parties through written notice.
- C. Notice of Governmental Meetings. Developer shall provide at least two (2) weeks' prior written notice to the County of any substantive meetings with governmental officials (including staff) relating to the Proposed Project and allow the County to attend such meetings, at the County's sole discretion. Developer shall keep the County fully informed during the Term regarding all substantive matters and meetings affecting the Proposed Project.
- D. Environmental Documents and Entitlements. Developer shall provide to the County, in accordance with the Schedule of Performance, conceptual plans, renderings, schematic drawings, programmatic plans and copies of all other information and documentation (the "**Project Plans**") that is submitted to the Entitling Agency, which is necessary to make appropriate findings pursuant to CEQA. Developer shall bear all costs and expenses associated with the preparation and certification of any required environmental documents and of the Project Plans.
- E. Further Information. The County reserves the right, at any time, to request from Developer, and Developer shall provide in a timely manner, additional or updated non-legally privileged information about Developer or the Proposed Project as requested by the County.

- F. Design Review Process. Developer shall engage and coordinate with the County on the design of the Proposed Project, and the design shall be subject to the County's review and approval (as well as that of any other agency having jurisdiction) as set forth in the proposed Project Agreements. Developer shall provide at least two (2) weeks' prior written notice to the County of all design meetings and a three (3) week review period for each design submittal.
- G. Other Covenants. Developer shall perform such other covenants and obligations required of Developer as explicitly set forth in this Agreement.
7. No Commitment to Any Project; Independent Judgment.
- A. No Commitment to Any Project. The Parties acknowledge and agree that the County: (a) has not committed to, authorized or approved the development of the Proposed Project or any other proposed improvements on the Property; (b) retains the absolute sole discretion to modify the Proposed Project as may be necessary to comply with CEQA or for any other reason; (c) may modify the Proposed Project, or decide not to proceed with the Proposed Project, as may be necessary to comply with CEQA, or for any other reason as determined in the County's sole and absolute discretion; and (d) is not precluded from rejecting the Proposed Project, or from weighing the economic, legal, social, technological, or other benefits of the Proposed Project against its unavoidable environmental risks when determining whether to approve the Proposed Project. Further, the Parties acknowledge and agree that no activities that would constitute a project under CEQA, including the Proposed Project, may be commenced until necessary findings and consideration of the appropriate documentation under CEQA are considered and feasible mitigation measures and alternatives to the Proposed Project, including the "no project" alternative, required in connection with CEQA may be adopted by the Entitling Agency.
- B. Independent Judgment. The County will exercise independent judgment and analysis in connection with any required environmental reviews or determinations under CEQA for the Proposed Project, shall have final discretion over the scope and content of any document prepared under CEQA and shall have final discretion over the extent of any studies, tests, evaluations, reviews or other technical analyses. Any consultants retained for the purpose of preparing CEQA documentation shall reasonably comply with any directions from the County with respect thereto.
8. Inspections.

During the Term, Developer may conduct such inspections, tests, surveys, and other analyses ("**Inspections**") as Developer and the County may deem reasonably necessary to determine the condition of the Property or the feasibility of designing, developing, constructing, leasing and financing the Project and shall

complete such Inspections as promptly as reasonably possible within the Term. Any entry onto the Property by Developer or its employees, agents, contractors, successors and assigns, shall be in accordance with a Right of Entry agreement, in the form attached hereto as Exhibit D (the "**ROE**"). Pursuant to the ROE, Developer shall coordinate and schedule the time(s) of its entry on to the Property to meet the County requirements. No entry on the Property by any Developer Party may materially interfere, conflict with or impair any other operations or activities on the Property, as set forth in the ROE.

9. Plans, Reports, Studies, and Entitlements.

- A. County Information. The County, in its reasonable discretion, may make available to Developer, upon Developer's written request, existing information and plans regarding the Property and needed for the development of the Proposed Project.
- B. Provision of Development Documents. All plans and any reports, investigations, studies (including reports relating to the soil, geotechnical, subsurface, environmental, and groundwater conditions of the Property, entitlement applications, CEQA-related and other environmental documents, and reports filed in connection therewith) with respect to the Property, Proposed Project and Developer's intended use of the Property (collectively, the "**Development Documents**") shall be prepared at Developer's sole cost and expense. Developer shall timely provide the County without representation as to warranty, subject to the confidentiality provisions in Section 15, without cost or expense to the County, copies of all final non-legally privileged Development Documents prepared by or on behalf of Developer. Developer shall include in its contractors' and consultants' contracts the right to assign the Development Documents to the County.
- C. Entitlements. The County, as the owner of the Property, and as market participant in this Agreement shall cooperate with Developer in Developer's attempt to procure the necessary entitlements for the Proposed Project, provided (i) such entitlements and any related applications, submittals, and/or covenants do not encumber the County's fee interest in the Property or place obligations on the County; and (ii) Developer timely provides the County with copies of all proposed and final filings, submittals and correspondence relating to any entitlement applications. Should Developer abandon an entitlement application, the County shall have the right to take over such application and Developer shall cooperate with the County to complete any such entitlement process started by Developer provided that the County shall indemnify, or defend and hold Developer harmless from any future actions of the County or any of its successors and assigns in connection therewith with such usage of the application or Developer's cooperation. If the Proposed Project is not built, Developer shall cooperate with the County to seek removal of any entitlement obtained by Developer

for the Property, which the County desires to be removed. Developer acknowledges and agrees that nothing in this Agreement constitutes a waiver of the County's regulatory or police powers with respect to the Transaction or the Proposed Project, and that the County's regulatory review and regulation of the Proposed Project, the desired entitlements and the construction and operation of the Proposed Project shall not be subject to any terms or conditions set forth in this Agreement. The obligations contained in this Section 9.C shall survive termination, expiration or revocation of this Agreement.

10. Indemnity and Insurance.

- A. Indemnity. Developer shall indemnify, defend (with counsel reasonably approved by the County) and hold harmless County and its affiliates, including LACDA and any nonprofit corporation or other entity in which County is a member, and its and their respective subsidiaries, members, shareholders, beneficiaries, attorneys, agents, trustees, successors, assigns, and any individual (employee, officer, partner, director, member, commissioner or board member) employed by or acting on behalf of any of the above entities, from any liability, claims, losses, costs, expenses, or damages (including, without limitation, reasonable attorneys' fees and costs) (collectively, "**Claims**"), in any way arising out of acts or omissions related to the following, and without requirement that the County first pay such Claims: (i) any acts or omissions of any Developer Party (as defined below) that constitute (a) a material breach of any Developer obligation under this Agreement, (b) negligence by a Developer Party that arises out or is related to this Agreement or the Property, or (c) willful misconduct by a Developer Party that arises out or is related to this Agreement or the Property, including Claims that accrue or are discovered before or after termination of this Agreement; (ii) any dispute among the Developer Parties; (iii) damage to property or bodily injury or death of any person caused by any Developer Party entry on the Property; (iv) any entry upon the Property by any Developer Party; (v) any Inspection made by any Developer Party; or (vi) the planning and preparation of, or challenge to any report or Development Documents (including the cost of such reports or Development Documents) related to the Proposed Project, except to the extent such Claims arise solely from the gross negligence or willful misconduct of County. The term "**Developer Party**" means, for purposes of indemnification only, Developer, its employees, agents, representatives, consultants, service providers, and contractors. The obligations contained in this Section 10.A shall survive the termination, expiration or revocation of this Agreement.
- B. Insurance. Prior to any entry by any Developer Party on the Property, Developer shall provide the County with evidence of insurance in the form and subject to the requirements set forth in the ROE.

11. Failure to Reach Agreement.

This Agreement is an agreement to enter into exclusive negotiations with respect to the Transaction. Each Party expressly reserves the right to decline to enter into any other agreement, if the Parties working in good faith fail to agree to terms satisfactory to all Parties with respect to the Transaction. Except as expressly provided in this Agreement, none of the Parties shall have any obligation, duty or liability hereunder in the event the Parties fail to timely agree upon and execute the Project Agreements. If the Parties have not executed the Project Agreements prior to the expiration or termination of this Agreement, then upon expiration or termination of this Agreement, any rights or interest that Developer may have under this Agreement shall cease without requiring any notice from the County, and the County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as the County shall determine appropriate in their sole and absolute discretion.

12. Termination, Default and Remedies.

- A. Right to Terminate. In addition to any other right of termination set forth in this Agreement, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party, if such terminating Party in good faith determines any of the following: (i) a successful consummation of the Transaction is not likely, (ii) the Proposed Project is not feasible, (iii) the Proposed Project is not capable of being financed in a commercially reasonable manner, or (iv) the Proposed Project is not likely to be developed and constructed in a timely manner.
- B. Breach. The occurrence of any one or more of the following events shall constitute a breach under this Agreement (each a "**Breach**"):
 - i. The failure of a Party to perform any obligation, or to comply with any covenant, restriction, term, or condition of this Agreement;
 - ii. The failure of a Party to meet the milestones set forth in the Schedule of Performance; or
 - iii. Any material representation or warranty made by a Party proves to be false or misleading in any material respect at the time made.
- C. Default. A Breach shall become a default under this Agreement (each a "**Default**") if the Party committing the Breach fails to cure the Breach within the following time periods:
 - i. For all monetary Breaches, five (5) Business Days after receipt of written notice of monetary breach;
 - ii. For all non-monetary Breaches, twenty (20) Business Days after receipt of written notice ("**Cure Notice**") thereof from the aggrieved

Party specifying such non-monetary Breach in reasonable detail, delivered in accordance with the provisions of this Agreement, where such non-monetary Breach could reasonably be cured within such twenty (20) Business Day period; or

- iii. Where such non-monetary Breach could not reasonably be cured within such twenty (20) Business Day period, such reasonable additional time as is necessary to promptly and diligently complete the cure but in no event longer than forty (40) Business Days ("**Outside Date**"); provided that the breaching Party promptly commences to cure such non-monetary Breach after receiving the Cure Notice and thereafter diligently and continuously pursues completion of such cure.

D. Unavoidable Delay.

- i. If a non-monetary Breach is due to an Unavoidable Delay (as defined below), then the Party claiming the delay shall have the right to extend the Outside Date by a period equal to the duration of the Unavoidable Delay by written notice to the other Party. The duration of the Unavoidable Delay shall be deemed to commence only after written notice of such Unavoidable Delay is delivered to the other Party, provided that if written notice of such Unavoidable Delay is given within five (5) Business Days after the commencement of the delay, then the date of the commencement of the Unavoidable Delay shall be retroactive to the actual commencement date of the delay. A written notice of Unavoidable Delay must reasonably specify: (i) the nature of the delay; (ii) the date the delay commenced and (if not ongoing) ended; and (iii) the reason(s) such delay is an Unavoidable Delay. Upon the documentation of an Unavoidable Delay pursuant to this Section 12.D, the Outside Date shall be delayed by the period of the Unavoidable Delay; provided, however, under no circumstances may the Outside Date be extended by more than a total of forty (40) Business Days as a result of Unavoidable Delay without the written consent of both Developer and the County.
- ii. The term "**Unavoidable Delay**" shall mean a delay beyond the control of the Party claiming the delay which satisfies each of the following requirements:
 - a. The delay would prevent or hinder the performance or satisfaction of an obligation under this Agreement by any reasonable person similarly situated and shall not apply to a delay peculiar to the Party claiming the delay such as the failure to order materials in a timely fashion).

b. The delay must arise out of: (A) a strike or labor dispute; (B) inclement weather in excess of the ten (10) year average for Metropolitan Los Angeles during the applicable month; (C) an earthquake or other natural disaster; (D) general inability to procure or general shortage of labor, equipment, materials, or supplies in the open market, or failure of transportation (but, in each case, not attributable to a mere increase in price or a Party's acts or failure to act but to a general market condition); (E) acts of a public enemy, hostilities of war, insurrections, riots, mob violence, sabotage, acts of terrorism, terrorist threats, and malicious mischief; (F) casualty causing material damage to previously constructed Improvements; (G) communicable disease outbreak, epidemic, or pandemic; and (H) generally applicable government orders or directives not resulting from a violation of applicable legal requirements or any other action or inaction of a Party.

E. Remedies. If any Default occurs, the non-defaulting Party shall have the right, but not the obligation, to avail itself of any one or more of the following remedies:

- i. The non-defaulting Party may, at its sole election, terminate this Agreement upon not less than five (5) days prior written notice of termination provided to the defaulting Party.
- ii. Unless otherwise provided herein, in addition to the foregoing, the non-defaulting Party may exercise any right or remedy it has under this Agreement, or which is otherwise available at law or in equity or by statute. All rights, privileges and elections or remedies of the Parties are cumulative and not alternative to the extent permitted by law (including suit for damages) or in equity.

F. Upon Termination of Agreement. Upon termination of this Agreement, (1) any rights or interest that Developer may have hereunder shall cease and the County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as the County shall determine appropriate in their sole and absolute discretion; and (2) any rights or interest that the County may have hereunder shall cease. In any event, the Development Documents shall become the property of the County.

13. Entire Agreement; Amendments.

This Agreement, including all exhibits, constitutes the entire understanding among the Parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. Additionally, this Agreement may not be amended except in writing signed by all of the Parties.

14. Covenant Against Discrimination.

Developer shall not discriminate against, nor segregate, in employment or the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of all or portions of the Property, nor deny the benefits of or exclude from participation in, the Project and all activities of Developer in connection with the Property, any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, marital status, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS), acquired or perceived, or retaliation for having filed a discrimination complaint.

15. Confidentiality.

- A. Proprietary Documents. The Parties anticipate that during the Term each shall from time to time disclose and provide to the other certain proprietary reports, correspondence and other information related to the Project. Unless otherwise required by law, no Party shall disclose (except to its own and to the other Party's employees, officers, directors, agents, advisors, existing and prospective lenders, investors, counsel, and consultants) information regarding or related to the Proposed Project which is not already public and which has been delivered to such Party pursuant to the terms hereof.
- B. Public Disclosure. Notwithstanding the foregoing Section 15.A, Developer acknowledges and agrees that County, as a government agency, (i) is subject to broad disclosure obligations under applicable law, including the Public Records Act, and (ii) hold the County Board meetings which are open to the public and at which information concerning the Proposed Project may be disclosed including reports to the County Board describing the Proposed Project, and including any documents to be approved by the County Board. Nothing in this Agreement shall prohibit any disclosure required by law.

16. Compliance with Laws.

During the Term, Developer, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to the subject matter of this Agreement.

17. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

18. Notices.

All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized

overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. All addresses of the Parties for receipt of any notice to be given pursuant to this Proposed Project are as follows:

To the County:

Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801
Attention: Director
Housing Investment and Finance

With a copy to:

Office of the County Counsel
County of Los Angeles
500 West Temple St., 6th Floor
Los Angeles, CA 90012-2932
Attention: Behnaz Tashakorian
Email: btashakorian@counsel.lacounty.gov

To the Developer:

Century Affordable Development, Inc.

1000 Corporate Point
Culver City, CA 90230
Attention: Brian D'Andrea, President
Email: bdandrea@century.org

With a copy to:

19. Interpretation.

- A. Construction. This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party.

- B. Gender. When the context of this Agreement requires, (i) the neuter gender includes the masculine and feminine and any entity, and (ii) the singular includes the plural.
- C. Section Headings. The headings of the Sections of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof. Unless otherwise explicitly provided, all references to "Sections" are respectively to articles or sections of this Agreement.
- D. Interpretation. The word "including" shall be construed as though the words "but not limited to" were, in each case, appended thereafter, and shall not be deemed to create a limitation to the list that follows "including."
- E. Incorporation of Recitals. The Recitals of this Agreement are incorporated herein by reference.
- F. Exhibits. All references in this Agreement to exhibits shall be construed as though the words "hereby made a part hereof and incorporated herein by this reference" were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.
- G. No Third-Party Beneficiaries. Except as expressly set forth in this Agreement, no parties other than the Parties and their successors and assigns, shall be a beneficiary of the rights conferred in this Agreement, and no other party shall be deemed a third-party beneficiary of such rights.
- H. Severability. If (i) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- I. No Partnership. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between the Parties, or cause either Party to be responsible in any way for the debts or obligations of the other Party.
- J. No Assignment by Developer. The Parties acknowledge and agree that the County has entered into this Agreement in reliance on Developer's unique abilities to develop the Project; consequently, Developer shall have no right to assign its rights or duties under this Agreement.
- K. Prevailing Party. In the event that either Party to this Agreement brings an action to enforce the terms of this Agreement or declare the Party's rights

under this Agreement, each Party shall bear its own costs and expense, including attorneys' fees, regardless of prevailing Party.

20. Limitations of this Agreement

This Agreement does not constitute a commitment of any kind by the County regarding the sale, transfer, or development of all or any part of the Property. Execution of this Agreement by the County is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the County Board as to any Project Agreements and all proceedings and decisions in connection therewith.

21. Execution Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Agreement by facsimile or email shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the Parties after signed counterparts have been exchanged among Parties. The submission of a draft of this Agreement to a Party is not intended as an offer. The Parties may terminate negotiation at any time prior to the exchange of signed counterparts among the Parties and no duty of good faith or fair dealing shall apply to the negotiation among the Parties prior to the exchange of signed counterparts among the Parties.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

COUNTY OF LOS ANGELES,
a public body corporate and politic

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY,
a public body, corporate and politic

By: _____
Name:
Title: Executive Director

APPROVED AS TO FORM:

Dawyn R. Harrison
Acting County Counsel

By: _____
Behnaz Tashakorian
Principal Deputy County Counsel

[Signatures continue on the next page]

DEVELOPER:

CENTURY AFFORDABLE DEVELOPMENT, INC.,
a California nonprofit public benefit corporation

By: _____
Brian D'Andrea, President

EXHIBIT A

Depiction of Property

EXHIBIT B

Preliminary Design Concept Plan

(attached)

EXHIBIT C

Schedule of Performance

1.	Developer shall submit to the County an application with the Entitling Agency commencing the entitlement process for all entitlements needed to complete CEQA review and adoption of findings by the Entitling Agency, as the lead agency under CEQA. Developer shall submit an updated entitlement timeline to the County based on feedback from the Entitling regarding those entitlements needed to complete CEQA review and adoption of finding by the Entitling Agency, as the lead agency under CEQA, and all other entitlements necessary to construct and operate the Project.	Within One Hundred and Eighty (180) days of the Effective Date.
2.	Developer shall submit to the County project financial information (the "Project Financial Information") that shall include: (1) an estimate of development costs, including construction and non-construction costs, such as the proposed development agreement for the County land; (2) a proposed construction and operating pro forma which identifies all sources and uses of funds; (3) evidence that Developer has the financial resources necessary for development of the Proposed Project, such as preliminary loan approvals and/or audited financial statements, or other form of evidence reasonably acceptable to the County.	Within Sixty (60) days of the Effective Date.
3.	The County will provide to the Developer its evaluation (the "Project Evaluation") of the Project Plans and Project Financial Information.	Within Thirty (30) days of the date of receipt of the Project Plans and Project Financial Information.
4.	Pursuant to the Right-of-Entry Agreement, Developer may conduct inspections, tests, surveys, and other analyses ("Inspections") as Developer and the County deem reasonably necessary to determine the condition of the	Within the One Hundred Eighty (180) day ENA Term.

	Proposed Properties or the feasibility of designing, developing, constructing and financing the Project and shall complete such Inspections as promptly as reasonably possible.	
5.	Developer to provide the County with an outreach plan explaining how it plans to incorporate community comments and concerns regarding the Project, including design. The outreach plan shall include a schedule of meetings, proposed topic and the community groups and individuals who would be invited to the meetings.	Within forty-five (45) days of the Effective Date.
6.	Based on the information submitted by Developer and the Project Evaluation, the Parties shall negotiate and finalize the terms of a Development Agreement and shall process any CEQA review documents as may be necessary. Developer shall bear all costs and expenses associated with the preparation and certification of any required environmental documents (including an Environmental Impact Report, if required by CEQA) and of the Project Plans.	Ninety (90) days after Project Evaluation is provided to Developer.

EXHIBIT D

Form of Right of Entry Agreement

This Right of Entry Permit ("Permit") is made and entered into this ____ day of _____, 2019, by and between the County of Los Angeles, a public body, corporate and politic, acting by and through the Los Angeles County Development Authority, a public body corporate and politic Los Angeles County Development Authority a public body corporate and politic ("County"), and _____ ("Permittee"). The County and Permittee agree as follows:

1. **PREMISES:** Permittee, after execution by the County, is hereby granted permission to enter the County property identified as County Assessor's Parcel Numbers _____ ("APN") _____, also known as _____, as described in Exhibit "A", attached hereto and incorporated herein by this reference ("Premises"). Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.
2. **PURPOSE:** The sole purpose of this Permit is to allow Permittee and its subcontractors to enter the Premises to conduct _____.
3. **TERM:** The term of this Permit shall be for a period of _____ months, commencing upon the date that the County executes this Permit. This Permit shall terminate _____ months after the Commencement Date. The hours of operation for this Permit shall be between 8:00 a.m. and 5:00 p.m. The term may be extended by mutual agreement in writing between Permittee and the County.
4. **CONSIDERATION:** Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
5. **ADDITIONAL CHARGES:** Permittee agrees to pay any charges for utilities that may be required and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
6. **NOTICE:** Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Permittee as follows:

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to the County shall be addressed to:

Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801
Attn: Director of Housing Investment & Finance
Fax No. (626) 943-3816

7. **INDEMNIFICATION:** Permittee agrees to indemnify, defend and save harmless the County of Los Angeles and their agents, elected and appointed officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to the County property, arising from or connected with Permittee's operations, or its services hereunder, including any Workers' Compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of Permittee by any person pursuant to this Permit.
8. **GENERAL INSURANCE REQUIREMENTS:** While this permit is in effect, Permittee or its contractor shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of this Permit, insurance, as required by the County, in the amount and coverages specified on, and issued by insurance companies as described in Exhibit "B".

Notification of Incidents, Claims or Suits: Permittee shall report to the County any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or the County in writing within three business days of occurrence.

9. **RESERVED**
10. **RESERVED**
11. **OPERATIONAL RESPONSIBILITIES:** Permittee shall:
 - a. Comply with and abide by all applicable rules, regulations and directions of the County.
 - b. Comply with all applicable County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.
 - c. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of the County.
 - d. Conduct the permitted activities in a courteous and non-profane manner; operate without interfering with the use of the Premises by the County. The County has the right to request Permittee to remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- f. 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. In the event utility services, including but not limited to sewer services, for the Premises are interrupted, Permittee shall promptly make repairs. Should Permittee fail to promptly make any and all repairs required by the County during or following completion of Permittee's project, the County may have repairs made at Permittee's cost and Permittee shall pay costs in a timely manner.
- g. Pay charges for installation and service costs for all utilities used for the conduct of the permitted activities, if needed.
- h. Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of the County, to the conditions that existed prior to the commencement of the permitted activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by the County on the day following the termination of this Permit. Should Permittee fail to accomplish this, the County may perform the work and Permittee shall pay the cost.
- i. Allow the County to enter the Premises at any time to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the County.
- j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the permitted activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the County.
- k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.
- l. Prohibit the sale of food.
- m. Keep a responsible representative of the Permittee available on the Premises during the times that Permittee is using said Premises for the purposes stated in Section 2 above. This person shall carry copies of this Permit for display upon request.
- n. Prior to entry onto the Premises pursuant to this Permit, notify the County, in writing, of the times and dates the work or activity is to take place.

- o. Request permission of the County to enter occupied portions of the Premises not less than twenty-four (24) hours in advance, together with a description of the nature and extent of activities to be conducted on the Premises.
 - p. At Permittee's sole cost and expense, be responsible for the cost of repairing the parking lot, sidewalks, driveways, landscaping and irrigation systems on the Premises which may be damaged by Permittee or Permittee's agents, employees, invitees or visitors, during and/or following the construction of Permittee's project, to the County's satisfaction. Said repairs shall include the restoration of said landscaping and rerouting of said irrigation systems affected by Permittee's work on the Premises, if necessary.
- 12. **INDEPENDENT STATUS:** This Permit is by and between the County and Permittee and 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 Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.
- 13. **EMPLOYEES:** All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.
- 14. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to enter the Premises in accordance with the terms and conditions of the Permit for the purpose of conducting the activities permitted herein.
- 15. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part all rights hereunder shall immediately terminate.
- 16. **AUTHORITY TO STOP:** In the event that an authorized representative of the County finds that the activities being held on the Premises unnecessarily endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
- 17. **DEFAULT:** Permittee agrees that if default shall be made in any other terms and conditions herein contained, the County may forthwith revoke and terminate this Permit.

18. **ALTERATIONS AND IMPROVEMENTS:** Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those identified in Section 2 hereof, without prior written approval from the County, and any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit, and in the event of the failure to do so, title thereto shall vest in the County. All betterments to the Premises shall become the property of the County upon the termination of this Permit.
19. **County LOBBYIST ORDINANCE:** Permittee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which the County may terminate or suspend this Permit.
20. **INTERPRETATION:** Unless the context of this Permit clearly requires otherwise: (i) the 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.
21. **ENTIRE AGREEMENT:** This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the County and Permittee.
22. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
23. **POWER AND AUTHORITY:** The Permittee has the legal power, right and authority to enter into this Permit, and to comply with the provisions hereof. The individuals executing this Permit on behalf of any legal entity comprising Permittee have the legal power, right and actual authority to bind the entity to the terms and conditions of this Permit.
24. **SURVIVAL OF COVENANTS:** The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.

PERMITTEE:

_____,
INSERT DEVELOPER NAME, a California nonprofit public benefit corporation

By: _____
INSERT NAME
Executive Director

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Permittee to the terms and conditions in this Permit. Please sign before a Notary Public and return for approval. Upon approval a signed copy will be mailed to Permittee.

[Signatures continue on the next page]

This Permit has been executed on behalf of the County on the _____ day of _____, 20__.

COUNTY OF LOS ANGELES,
a public body corporate and politic

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY,
a public body, corporate and politic

By: _____
Name:
Title: Executive Director

APPROVED AS TO FORM:
Dawyn R. Harrison
Acting County Counsel

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

RIGHT OF ENTRY PERMIT
PERMITTEE: **INSERT NAME**

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"
INSURANCE REQUIREMENTS
RIGHT OF ENTRY PERMIT
PERMITTEE: INSERT NAME

SEE ATTACHMENT (INSERT LATEST NOFA ATTACHMENT)