



## Board of Supervisors

# Community Services Cluster Agenda Review Meeting

**DATE:** March 04, 2026

**TIME:** 12:00 p.m. – 1:00 p.m.

**MEETING CHAIR:** Guadalupe Duron-Medina, 1st Supervisorial District

**CEO MEETING FACILITATOR:** Montessa Duckett

**THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055**

This meeting is **HYBRID**.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration

500 West Temple Street

Los Angeles, California 90012

**Room 374A**

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 645 473 299# or

Click here to [Join the meeting now](#)

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)**

Members of the Public may address the Community Services Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

### 1. CALL TO ORDER

### 2. INFORMATIONAL ITEM(S):

- A. Board Letter (Parks and Recreation) for March 17, 2026 Board Agenda: APPROVAL OF A SOLE SOURCE AGREEMENT WITH RENAISSANCE ENTERTAINMENT PRODUCTIONS, INC. FOR THE OPERATION OF A RENAISSANCE THEME FAIRE AT SANTA FE DAM RECREATION AREA

Wednesday, March 04, 2026

**3. BOARD MOTIONS ITEM(S):**

- A. SD-2 • “Fiscal Stewardship and Equitable Access in County Fee Waivers” for March 17, 2026 Board Agenda
- B. SD-5 • “Addressing Trash and Debris in the Los Angeles and San Gabriel Rivers” for March 17, 2026 Board Agenda

**4. PRESENTATION/DISCUSSION ITEM(S): NONE**

**5. PUBLIC COMMENTS** (1 minute each speaker)

**6. ADJOURNMENT**

**CLOSED SESSION**

CS-1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - 1 Case  
(Paragraph (1) of Subdivision (d) of Government Code section 54956.9)  
Alvarez, Monique, et al. vs. Prologis, Inc., et al.  
Los Angeles Superior Court Case No. 21STCV38929  
Department: Public Works

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE  
COMMUNITY SERVICES CLUSTER AGENDA,  
PLEASE USE THE FOLLOWING EMAIL AND  
INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

**COMMUNITY\_SERVICES@CEO.LACOUNTY.GOV**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/25/2026
<b>BOARD MEETING DATE</b>	3/17/2026
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>
<b>DEPARTMENT(S)</b>	Department of Parks and Recreation
<b>SUBJECT</b>	APPROVAL OF A NEW SOLE SOURCE AGREEMENT WITH RENAISSANCE ENTERTAINMENT PRODUCTIONS, INC. FOR THE OPERATION OF A RENAISSANCE THEME FAIRE AT SANTA FE DAM RECREATION AREA
<b>PROGRAM</b>	Renaissance Theme Faire
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p>The Santa Fe Dam Recreation Area (SFDRA) is located in the City of Irwindale and is a regional recreational facility that attracts approximately 800,000 visitors annually. SFDRA offers different services and amenities including a swim beach, nature trails, fishing, playground and picnic areas, a bike trail, a snack bar, and non-motorized cycle and watercraft rentals.</p> <p>The Renaissance Theme Faire (Faire) is a unique large scale outdoor festival that celebrates the spirit of the Renaissance period through immersive entertainment, including elaborate costumes, arts and crafts, food, music, dancing, theater performances and other entertainment in a reenactment of a market during the Elizabethan era in England. The Faire operates seven consecutive weekends from the first weekend of April through the weekend before the Memorial Day holiday weekend and attracts approximately 135,000 guests each year.</p> <p>The Faire is a one-of-a-kind event that falls outside of the Department of Parks and Recreation's (LA County Parks) regular programming and operations and is of great recreational value and benefit to the residents of Los Angeles County (County) and its visitors. Through successful partnership agreements with Renaissance Entertainment Productions, Inc. (REP), LA County Parks has been hosting the Faire for the past 17 years at SFDRA. REP has consistently demonstrated the operational capacity and specialized expertise required to deliver a large-scale, culturally themed event that serves thousands of LA County residents and visitors each year.</p> <p>Entering into a sole source agreement with REP will ensure the continuation of a proven revenue-generating event that directly supports LA County Parks' operating revenue budget. LA County Parks negotiated with REP to increase the potential revenue. This approach is a pilot to explore opportunities to revisit existing contracts that can help support the following:</p> <ul style="list-style-type: none"> <li>• <b>Revenue Growth:</b> Generate much needed revenue to LA County Parks to support its operating budget.</li> <li>• <b>Community Benefit:</b> Deepen community benefit programs for the benefit of the public.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Capital Improvement:</b> Establish a Capital Improvement Program to fund projects that enhance SFDRA facilities and operations, ensuring improvement to visitor experiences and park infrastructure.</li> </ul> <p>Your approval of the recommended actions will establish a new revenue source from all alcohol beverage sales, implement various measures to streamline park entry, including pre-paying for parking with the purchase of Faire admission, which may reduce wait times, improve visitor entrance flow, and mitigate traffic overflow into the park. In addition, the recommended agreement will also establish a community benefit program by enhancing access to the Faire through LA County Parks sponsored activities. REP will provide LA County Parks with complimentary admission tickets for both children and adults each year for the duration of the agreement.</p>	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING (REVENUE TO THE COUNTY)</b>	Use Fee: \$127,520 initial 2 years with a 3% increase biennially; Parking Fee: \$417,918 initial 2 years with a 3% increase biennially; 7% revenue of all alcohol beverage sales initial 5 years of Agreement	Funding source: Use fee and parking guarantee included in Operating Budget. LA County Parks will work with the CEO on increasing budgeted revenue through the County budget process.
	TERMS (if applicable): Five years, with up to one additional five-year extension option	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended action will delegate authority to the Director of Parks and Recreation, or designee, to execute a sole source agreement between the County of Los Angeles and Renaissance Entertainment Productions, Inc., for the operation of a Renaissance Theme Faire at Santa Fe Dam Recreation Area.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	To comply with Board Policy 5.100, Sole Source Contracts, on February 5, 2026, the Director sent the Board a Notification of Intent to enter in Negotiations for a Sole Source Agreement with REP, to notify the Board that LA County Parks intends to enter into negotiations for a new Board-approved long-term sole source agreement with REP (Attachment II). After four weeks of the Notification of Intent to enter into Negotiations for a new Sole Source Agreement, LA County Parks engaged REP and began negotiations to enter into a new long-term sole source Agreement. In the past, REP has been the only party to participate in competitive calls for similar faire events at SFDRA. A new contract with REP is supported by the unique nature of this event and REP's proven track record.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Ruben Lopez, Chief of Contracts and Procurement Division 626-588-5300, <a href="mailto:rlopez@parks.lacounty.gov">rlopez@parks.lacounty.gov</a>	

	<p>A'lana White, Contracts Section Head</p>
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626-588-5260

[awhite2@parks.lacounty.gov](mailto:awhite2@parks.lacounty.gov)



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

March 17, 2026

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:

**APPROVAL OF A SOLE SOURCE AGREEMENT WITH RENAISSANCE  
ENTERTAINMENT PRODUCTIONS, INC. FOR THE OPERATION OF A  
RENAISSANCE THEME FAIRE AT SANTA FE DAM RECREATION AREA  
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

**SUBJECT**

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or designee, to execute a sole source agreement between the County of Los Angeles and Renaissance Entertainment Productions, Inc., for the operation of a Renaissance Theme Faire at Santa Fe Dam Recreation Area.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the approval of the recommended agreement for the operation of a Renaissance Theme Faire is categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board Letter and in the record of the agreement.
2. Delegate authority to the Director of Parks and Recreation, or designee, to execute a sole source agreement with Renaissance Entertainment Productions, Inc., substantially similar to the attached sample agreement, upon approval as to form by County Counsel, for the operation of a Renaissance Theme Faire at Santa Fe Dam Recreation Area, for an initial term of five years, with one additional five year extension option, for a total contract term of ten years.
3. Delegate authority to the Director of Parks and Recreation, or designee, to exercise one five-year extension option, at the Director's sole discretion, for the operation of the Renaissance Theme Faire; and to approve and execute change orders and amendments to incorporate changes within the Agreement, including, but not limited to, operational responsibilities, ability to increase the number of beer gardens and types of alcoholic beverages sold; to add, delete, and/or change

certain terms and conditions as required under Federal or State law or regulation, County policy and/or the Board of Supervisors; and to assign rights or delegation of duties should the contracting entity merge, be acquired or otherwise change entity; and to suspend or terminate the agreement at the Director's sole discretion, if it is in the best interest of the County of Los Angeles to do so.

4. Approve and instruct the Department of Parks and Recreation to deposit the capital improvement contribution into an Auditor-Controller approved account from the recommended agreement with Renaissance Entertainment Production, Inc. for use at Santa Fe Dam Recreation Area.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Santa Fe Dam Recreation Area (SFDRA) is located in the City of Irwindale and is a regional recreational facility that attracts approximately 800,000 visitors annually. SFDRA offers different services and amenities including a swim beach, nature trails, fishing, playground and picnic areas, a bike trail, a snack bar, and non-motorized cycle and watercraft rentals.

The Renaissance Theme Faire (Faire) is a unique large scale outdoor festival that celebrates the spirit of the Renaissance period through immersive entertainment, including elaborate costumes, arts and crafts, food, music, dancing, theater performances and other entertainment in a reenactment of a market during the Elizabethan era in England. The Faire operates seven consecutive weekends from the first weekend of April through the weekend before the Memorial Day holiday weekend and attracts approximately 135,000 guests each year.

The Faire is a one-of-a-kind event that falls outside of the Department of Parks and Recreation's (LA County Parks) regular programming and operations and is of great recreational value and benefit to the residents of Los Angeles County (County) and its visitors. Through successful partnership agreements with Renaissance Entertainment Productions, Inc. (REP), LA County Parks has been hosting the Faire for the past 17 years at SFDRA. REP has consistently demonstrated the operational capacity and specialized expertise required to deliver a large-scale, culturally themed event that serves thousands of LA County residents and visitors each year.

Entering into a sole source agreement with REP will ensure the continuation of a proven revenue-generating event that directly supports LA County Parks' operating revenue budget. LA County Parks negotiated with REP to increase the potential revenue. This approach is a pilot to explore opportunities to revisit existing contracts that can help support the following:

- **Revenue Growth:** Generate much needed revenue to LA County Parks to support its operating budget.
- **Community Benefit:** Deepen community benefit programs for the benefit of the public.
- **Capital Improvement:** Establish a Capital Improvement Program to fund projects that enhance SFDRRA facilities and operations, ensuring improvement to visitor experiences and park infrastructure.

Your approval of the recommended agreement will establish a new revenue source from all alcohol beverage sales, implement various measures to streamline park entry, including pre-paying for parking with the purchase of Faire admission, which may reduce wait times, improve visitor entrance flow, and mitigate traffic overflow into the park. In addition, the recommended agreement will also establish a community benefit program by enhancing access to the Faire through LA County Parks sponsored activities. REP will provide LA County Parks with complimentary admission tickets for both children and adults each year for the duration of the agreement.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended agreement will promote and uphold the County's approved Strategic Plan Goals of fostering vibrant and resilient communities through strengthening the capacity, role, and partnerships with community-based institutions and organizations to help serve our communities and strengthen the social fabric within them (North Star 2.E.i); engage businesses, community-based institutions, and community members to facilitate positive social connections and relationships (North Star 2.F.i); increase support for student and family school engagement and well-being through expansion of integrated student supports (North Star 2.F.iii); and identify philanthropic and other funding opportunities to extend programs and services for underserved youth and families (North Star 2.F.iv).

### **FISCAL IMPACT/FINANCING**

Pursuant to the terms of the recommended agreement, REP will pay LA County Parks an annual Operational Use Fee that will increase on a biennial basis, at a compounded rate of three percent (3%) in the following amounts per year, which will support LA County Parks operations:

Year 1 and 2 of the Agreement: \$127,520  
Year 3 and 4 of the Agreement: \$131,346  
Year 5 and 6 of the Agreement: \$135,286  
Year 7 and 8 of the Agreement: \$139,345  
Year 9 and 10 of the Agreement: \$143,525

In addition, LA County Parks will collect and retain 100% of the Vehicle Entry Fee (VEF) from the Faire. However, should the VEF be below the Minimum Parking Guarantee, REP will pay LA County Parks the difference between the Minimum Parking Guarantee

and the total VEF collected from the Faire. The Minimum Parking Guarantee from the VEF will increase on a biennial basis, at a compounded rate of three percent (3%) in the following amounts per year, which will support LA County Parks operations:

Year 1 and 2 of the Agreement: \$417,918  
Year 3 and 4 of the Agreement: \$430,455  
Year 5 and 6 of the Agreement: \$443,368  
Year 7 and 8 of the Agreement: \$456,669  
Year 9 and 10 of the Agreement: \$470,369

REP will also pay LA County Parks a flat fee of one dollar (\$1) per Faire admission ticket redeemed and not refunded, and five dollars (\$5) per season pass purchased. LA County Parks anticipates receiving approximately \$130,000 annually from the admission tickets and season passes revenue sharing, which will support LA County Parks operations.

Additionally, the agreement will establish a seven percent (7%) revenue share of all alcohol beverage sales to be paid at the end of each Faire for years one through five, which will support LA County Parks operations. Should LA County Parks exercise the five-year extension option, the revenue share percentage will be renegotiated.

The recommended agreement will also incorporate a Capital Improvement Program (CIP) that will provide improvements to the SFDRA at the sole discretion of the Director, or designee. In year two of the agreement REP will contribute \$175,000 towards the Capital Improvement Fund (CIF) and should the agreement be extended, REP will contribute an additional \$175,000, for a total of \$350,000 to the CIF. The Capital Improvement contribution from the recommended agreement will be deposited in an Auditor-Controller approved account for the use at Santa Fe Dam Recreation Area.

### **OPERATING BUDGET IMPACT**

The revenues from the VEF and the Operational Use Fees are included in the Department's Fiscal 2025-2026 Operating Budget. LA County Parks will work with the Chief Executive Office on increasing budgeted revenue through the County budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Board is authorized by the provision of Government Code Section 25907 to lease County parks and recreation real property for the provision of services and property improvements that are consistent with public park and recreation purposes within Santa Fe Dam and pursuant to the provisions of the Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin No. DAC W09-1-76-72. The new sole source Agreement is consistent with said purposes.

The attached Sample Agreement contains terms and conditions supporting your Board of Supervisors (Board) ordinances, policies, and programs, including, but not limited to:

all mandatory County contracting provisions, including Consideration of Hiring Greater Avenues for Independence (GAIN) and Skills and Training to Achieve Readiness for Tomorrow (START) Program; the Contractor Employee Jury Service Program; the Defaulted Property Tax Reduction Program Ordinance; Concessionaire's Acknowledgement and Notice to Its Employees of the Safely Surrendered Baby Law; Compliance with County's Zero Tolerance Policy on Human Trafficking; Compliance with Fair Chance Employment Practices; and the Compliance with the County Policy of Equity. The Sample Agreement is in compliance with all Board and CEO requirements. The CEO's Risk Management Office has approved the insurance, indemnification and liability provisions included in the Sample Agreement.

District Engineer of ACOE and County Counsel will approve the agreement as to form prior to the Director executing the agreement.

### **CONTRACTING PROCESS**

To comply with Board Policy 5.100, Sole Source Contracts, on February 5, 2026, the Director sent the Board a Notification of Intent to enter into Negotiations for a Sole Source Agreement with REP, to notify the Board that LA County Parks intends to enter into negotiations for a new Board-approved long-term sole source agreement with REP (Attachment II). After four weeks of the Notification of Intent to enter into Negotiations for a new Sole Source Agreement, LA County Parks engaged REP and began negotiations to enter into a new long-term sole source Agreement. In the past, REP has been the only party to participate in competitive calls for similar faire events at SFDRA. A new agreement with REP is supported by the unique nature of this event and REP's proven track record.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended Agreement is categorically exempt from the California Environmental Quality Act (CEQA). The Agreement, which consists of the operation of a Renaissance Theme Faire at the Santa Fe Dam Recreation Area, is within a certain class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The agreement provides for operations and licensing of existing public facilities.

In addition, based on the record supporting the recommended Agreement, the operations and licensing activities will comply with all applicable regulations. There are no cumulative impacts, unusual circumstances, damage to scenic highways, inclusion on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that implementation of the recommended Agreement may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, LA County Parks will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

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

Approval of the recommended agreement will ensure the operation of the annual Faire at SFDR and provide County residents and visitors with a historical 16<sup>th</sup> century medieval experience. Pursuant to the Agreement, REP will be responsible for the cleaning and restoration of the SFDR license premises after the Faire, including reseeding the grounds after tear down.

**CONCLUSION**

It is requested that three adopted copies of the action taken by the Board be forwarded to LA County Parks.

Should you have any questions please contact, Ms. Alana White at (626) 588-5260 or via email at [awhite2@parks.lacounty.gov](mailto:awhite2@parks.lacounty.gov), or Mr. Ruben Lopez at (626) 588-5278 or [rlopez@parks.lacounty.gov](mailto:rlopez@parks.lacounty.gov), or Ms. Johanna Hernandez at (626) 588-5370 or via email at [bll@parks.lacounty.gov](mailto:bll@parks.lacounty.gov).

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NEGG:AB:MR  
RL:BT:AW:MK:rc

Attachments

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**ATTACHMENT**

March 17, 2026

**APPROVAL OF A SOLE SOURCE AGREEMENT WITH RENAISSANCE  
ENTERTAINMENT PRODUCTIONS, INC. FOR THE OPERATION OF A  
RENAISSANCE THEME FAIRE AT SANTA FE DAM RECREATION AREA  
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

This Board letter has a large attachment.

Click on link to access:

[PK - Sole Source Agreement - Renaissance Faire.pdf](#)

**MOTION BY SUPERVISOR HOLLY J. MITCHELL**

March 17, 2026

**Fiscal Stewardship and Equitable Access in County Fee Waivers**

At the February 3, 2026, meeting of the Los Angeles County (County) Board of Supervisors, the Acting Chief Executive Officer’s review of Fiscal Year (FY) 2025-26 projected year-end deficits exceeding \$200 million. The County’s fixed costs for FY 2026-27 are expected to outpace revenues, while reductions in federal funding and legal liabilities that pose significant fiscal risk are creating financial challenges that are expected to worsen next year. County departments are already doing more with less due to 8.5% curtailments, leaving little capacity to absorb additional revenue impacts. These fiscal pressures make clear that the County cannot rely on business as usual and must begin rethinking how it will sustain core services in the years ahead.

One area requiring immediate review is the practice of granting fee waivers for events at County facilities, which currently lacks standardized criteria. Fee waivers reduce costs for event organizers, support organizational sustainability, and can increase operational efficiency, and overall event success. When applied thoughtfully, fee waivers also promote equitable access by lowering financial and logistical barriers for residents, improving participation among families, economically disadvantaged communities, and volunteers supporting community-serving activities. However, the equity impact of fee waivers is influenced by several factors, including disparities in car ownership, transit

- MORE -

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access, digital and language barriers, and varying levels of familiarity with County opportunities.

Fee waivers also represent a direct loss of revenue at a time when every dollar counts. Continuing to approve fee waivers without clear limits or evaluation standards undermines the County's ability to stabilize its budget and protect essential services. In late 2023, several County Departments were asked to assess current practices for waiving parking and other fees for special events. The Chief Executive Office, through the Anti-Racism, Diversity, and Inclusion Initiative and the Budget and Operations Management Branch, received data from the Departments of Beaches and Harbors, Internal Services, and the Library.

- From FY 2019–20 through March 2024, the County waived more than \$3.39 million in fees, including \$2.36 million in parking fees across 335 events. Notably, 73% of the total costs waived were concentrated in just 37 events, while many smaller community-based events received only modest support. Non-parking waivers such as gross receipts, facility, permit and docking fees totaled \$668,063, with 80% of those costs tied to only 27 events. This disproportionate concentration highlights a policy gap and raises questions about whether current practices align with the County's equity and fiscal stewardship goals. Given the County's severe budget constraints, continuing to waive substantial fees without a strategic framework is simply not sustainable.

While fee waivers can deliver meaningful public benefits, the data shows they are disproportionately allocated, with a small number of large events accounting for the majority of the waived costs. As a result, smaller organizations and residents who are less familiar with County processes may be unintentionally excluded. The County has an opportunity to strengthen its administration of fee waivers by establishing a centralized, CEO-managed approval process that ensures consistency, transparency, and alignment with equity and access goals.

To better understand how public benefits from fee waivers can be realized in a more consistent and equitable manner, the Department of Parks and Recreation (DPR) conducted a comprehensive review of its practices and developed a Business and Operations Plan (BOP) grounded in national best practices and extensive collaboration with Board Offices and community partners. The BOP provides a clear, accountable framework that advances equitable access while strengthening DPR's fiscal sustainability

and service delivery. It is now recognized as a leading model for balancing community benefit with responsible stewardship of public resources. Building on this foundation, DPR established the Core and Community Partnership Program which offers no- or reduced-cost access to park facilities for community-based organizations that offer youth- and community-centered programming aligned with DPR's mission. This model demonstrates that the County can expand community impact and protect equitable access while safeguarding long-term operational sustainability.

Given the County's budget crisis, fee waivers can no longer be treated as routine. They must be strategically evaluated and approved based on clear criteria that balance public benefit and equity impact with fiscal responsibility, cost recovery opportunities, and alignment with County priorities. When structured appropriately, fee waivers can be used as a tool that both increases revenue and expands equitable access to County facilities and assets.

**I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:**

1. Direct the Acting Chief Executive Officer (CEO), through the Anti-Racism, Diversity, and Inclusion (ARDI) Initiative, in collaboration with the Directors of the Internal Services Department, Department of Beaches and Harbors, and Library, to report back to the Board in writing within 90 days on recommendations to establish a Countywide Fee Waiver Policy. The report should include but not be limited to:
  - a. Design and development of a centralized review and approval process led by CEO;
  - b. Criteria to prioritize fee waivers for events with the greatest demonstrated equity impact, including but not limited to:
    - i. Events that improve quality and access to County services and public amenities (e.g. beach cleanup, public resource fairs);
    - ii. Events serving and directly addressing the needs of disadvantaged communities and/or low-income residents (e.g., homeless outreach events; community health fairs and clinics; food drives; education and training events; job fairs; art and cultural events; advocacy and safety workshops; re-entry events for justice-involved persons; and/or events for foster youth);
    - iii. Events offering activities that are open and free to the community

- and/or where participation and entrance fees are affordably priced (e.g., less than \$10 per person); and
- iv. Events occurring in communities with concentrated disadvantage (*i.e.*, high incidences of poverty, crime rates, or unemployment; lack of quality healthcare; lack of quality schools; high public assistance reliance; and high rates of serious health conditions or environmental hazards), or events led by community-based organizations that primarily serve these disadvantaged communities, or in areas that have historically received fewer County fee waivers.
- c. Eligibility criteria to determine which types of organizations (e.g., governmental entities, non-profit organizations, official County partners) and events may receive parking and non-parking fee waivers, including criteria for high-value waivers and repeat waiver recipients;
  - d. Analysis and comparison of strategies to mitigate revenue loss, including fiscal impacts and tradeoffs, such as:
    - i. Capping the total amount waived per event, regardless of waiver type, especially for large-scale, revenue generating events;
    - ii. Capping the total amount waived as a percentage of gross receipts;
    - iii. Restricting gross receipt waivers to certain types of non-profit or public benefit events; and
    - iv. Partial or tiered parking waivers (for revenue share lots), transit incentives, or other alternatives to full parking fee waivers that may reduce fiscal and environmental impacts while maintaining access.
  - e. Development of a centralized formal application process, and public facing materials that organizations can use to learn about and apply for fee waivers relating to County facilities;
  - f. Formal tracking, monitoring, and annual reporting to the Board of all fee waivers as financial and budgetary line items, including the type of fee waived, dollar amount, requesting organization, event type, and event location; and

- g. Development of a process that allows each Supervisorial District Office to approve fee waivers for events that do not meet established Countywide criteria, provided the Board Office commits to reimbursing the associated waived revenue using its discretionary funds.
2. Direct CEO-ARDI to report back to the Board in writing within 90 days on an action plan to create and pilot the Countywide Fee Waiver policy, which will help the County's pursuit of creative changes for fiscal solvency.

# # #

(FL)

**MOTION BY SUPERVISOR JANICE HAHN**

**Addressing Trash and Debris in the Los Angeles and San Gabriel Rivers**

The Los Angeles River (LA River) and San Gabriel River are two of Los Angeles County’s (County) most significant waterways, serving as vital natural resources, recreational corridors, and flood control channels for millions of residents. These rivers cross through dozens of communities, from the San Gabriel Mountains to the neighborhoods and industrial corridors of Southeast Los Angeles, and ultimately discharge into the Pacific Ocean at the Cities of Long Beach and Seal Beach.

Unfortunately, both rivers face ongoing challenges from trash, debris, and illegal dumping that threaten water quality, public safety, wildlife habitats, and community enjoyment of these spaces. Despite continued efforts by the Los Angeles County Department of Public Works (Public Works), the Flood Control District, and numerous community partners to prevent and remove trash from our waterways, persistent waste accumulation remains a significant environmental and public health concern.

Trash and pollutants that enter storm drains in upstream areas flow downstream through the County’s flood control system, ultimately depositing at the mouths of the LA and San Gabriel Rivers. This downstream movement places a disproportionate burden on communities in the southern part of the County, particularly the City of Long Beach, which must contend with large volumes of litter and marine debris washing onto their

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beaches and into coastal waters after every major storm. The City of Long Beach has stated that between 2020 and 2024, they collected more than 25 million pounds of trash and debris carried downstream from the LA River at a cost of \$12.3 million dollars. In addition, this issue not only harms local ecosystems and requires a lot of funding but also impacts public recreation, coastal tourism, and the quality of life for residents in these communities.

In recent years, the County and its partners have implemented a range of innovative infrastructure projects designed to intercept trash before it reaches the ocean. Notably, The Ocean Cleanup organization, in partnership with the Los Angeles County Flood Control District, deployed an Interceptor project in Ballona Creek to capture floating debris and prevent it from entering Santa Monica Bay. The Fourth District and Public Works are once again working with The Ocean Cleanup to bring another trash interception infrastructure to our waterways. As part of this motion, we are proposing approval of two Memorandums of Understanding (MOU) with The Ocean Clean Up, one will include the City of Long Beach for the LA River and the second with the City of Seal Beach for the San Gabriel River. These non-binding MOUs allow us to continue working together towards our shared goal of keeping trash out of our waterways.

Other trash capture devices, full-capture systems, and stormwater treatment facilities have been installed throughout the County. While these efforts represent important progress, they also highlight the need for broader, coordinated strategies across all river systems to ensure consistent and effective trash prevention from source to sea.

A comprehensive and sustained approach is needed to address the sources and impacts of trash and debris in these rivers, including upstream source reduction. Strengthened interagency coordination, enhanced cleanup operations, community

engagement, and infrastructure investments can help ensure that our waterways are clean, safe, and accessible for all residents of the County.

**I, THEREFORE, MOVE** that the Board of Supervisors:

Direct the Department of Public Works, in coordination with the Los Angeles County Flood Control District, in collaboration with the Chief Sustainability Office to:

1. Conduct outreach and education to the cities and communities located along the Los Angeles River and San Gabriel River to increase awareness of the sources and impacts of trash in these waterways, and to share best practices and available tools for preventing litter from entering storm drains and river channels;
2. Collaborate with the City of Long Beach to support and enhance its ongoing efforts to mitigate the accumulation of trash and debris at the river mouths and along its shoreline, and to identify opportunities for joint cleanup, prevention, and public education initiatives;
3. Evaluate opportunities for regional coordination, including partnerships with cities, community organizations, and other agencies, to expand trash capture infrastructure, enforcement, and stormwater management projects that reduce the amount of waste entering the rivers; and
4. Report back to the Board in 120 days with findings and recommendations, including potential funding sources, partnership models, and policy options to strengthen trash reduction efforts along the Los Angeles and San Gabriel Rivers and protect downstream communities and coastal resources.

**I FUTHER MOVE** that the Board of Supervisors approve the attached Memorandums of Understanding with The Ocean Clean Up, City of Long Beach, and City of Seal Beach.

# # #

JH:dp

## Memorandum of Understanding

This non-binding Memorandum of Understanding (the "Memorandum") is made by and between The Ocean Cleanup Interception B.V. at Coolingsingel 6, 3011 AD Rotterdam, The Netherlands (hereinafter referred to as "THE OCEAN CLEANUP"), the County of Los Angeles at 500 W. Temple Street, Los Angeles, California 90012 (hereinafter referred to as LA COUNTY), and the City of Long Beach at 411 W. Ocean Boulevard, Long Beach, California 90802 (hereinafter referred to as "CITY"), individually referred to as a "Party" and collectively referred to as Parties ("Parties"), for the purpose of exploring the various aims and objectives, and memorializing the basic terms and conditions, under which a future cooperation agreement (the "Cooperation Agreement") by and between the Parties would be consummated relating to potential implementation of a riverine plastic interception system in the non-structural portion of the Los Angeles River within the County of Los Angeles and the City of Long Beach (the "Proposed Project"). Hereinafter, LA COUNTY and CITY together are referred to as Local Agencies ("Local Agencies"), but other local agencies may be considered as future parties for future agreements and activities as well.

- i. WHEREAS the Parties desire to enter into this Memorandum as a broad statement of intent, to explore the Proposed Project and what would be required of each Party if they were to move forward to negotiate a future Cooperation Agreement;
- ii. WHEREAS the Parties desire to complete the Marine Debris and Trash Capture Project for the Los Angeles River Feasibility Study, the results of which would be necessary prior to the potential development of a mutually agreed upon Proposed Project.
- iii. WHEREAS the Parties may - as a next step - enter into a Cooperation Agreement, setting out the working arrangements and responsibilities that each of the Parties agrees are necessary to complete the Proposed Project.

The Parties acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of cooperation to explore the Proposed Project and what financial, administrative and managerial commitment would be required of each Party to the Proposed Project, should the Parties choose to move forward to negotiate a Cooperation Agreement. By executing this Memorandum, no Party is undertaking steps that would be a commitment to the Proposed Project. The Parties reserve the right to decline to move forward with the Proposed Project. Nothing in this Memorandum shall be construed to create a partnership, joint venture or agency relationship between the Parties. No Party has authority to bind or obligate any other Party, and no Party shall represent that it has such authority.

The purpose of this Memorandum is to provide a framework for the Parties to explore the Proposed Project's general goals and each Party's potential role while acknowledging that separate, future binding contract(s) and/or agreement(s) regarding the Proposed Project between THE OCEAN CLEANUP and Local Agencies would be necessary to create any contractual obligations. Any future Cooperation Agreement or any other potential future binding agreement between THE OCEAN CLEANUP and Local Agencies would be required to be agreed upon in writing, and is subject to each of the Parties' formal approvals and secured funding.

No liability will arise or be assumed between the Parties as a result of this Memorandum. Each Party shall be solely responsible for its own costs and expenses incurred in connection with this Memorandum and any activities undertaken in furtherance of exploring the Proposed Project, unless otherwise expressly agreed in a separate written agreement executed by the Parties and approved in accordance with applicable law.

The following identifies such basic terms and conditions for the future Cooperation Agreement:

## **I. Obligations of the Parties**

### **1. Cooperation and Services**

The potential activities and services (“Services”) to be explored for the Proposed Project could include, but not be limited to:

1.a. As to THE OCEAN CLEANUP the following services:

- Procurement of monitoring equipment for Los Angeles River ;
- Analyses of monitoring data collected from the equipment;
- and - subject to THE OCEAN CLEANUP’s review of the feasibility study results and determination that the findings support a technically feasible and economically viable project;
- Facilitate design and engineering services with LA COUNTY and CITY approval at various stages of development including, but not limited to, requirements from the California Environmental Quality Act (CEQA) analysis necessary to ultimately design, construct, and implement a riverine plastic interception system in Los Angeles River for the Proposed Project;
- Contribute services necessary to perform construction and installation of the riverine plastic interception system; and
- Continue to support the riverine plastic interception system for the duration of the Cooperation Agreement.

1.b. As to the CITY, the following services:

- Working with government agencies to provide necessary permits, authorizations, resolutions and/or licenses for the assembly, installation and operation of monitoring equipment, subject at all times to applicable legal requirements and all discretionary approvals and process of the applicable public agencies;
- Providing non-confidential information, as available, from the feasibility study efforts, subject to applicable law and any applicable privileges; and
- Sharing hydrological and other data related to Los Angeles River.

1.c. As to LA COUNTY, the following services:

- Working with the CITY, other local agencies, and THE OCEAN CLEANUP to provide necessary access and encroachment permits;
- Endeavoring to assign and deliver ongoing operations and maintenance services upon determination of a technically feasible and economically viable project and in alignment with a completed feasibility study, review and approval of design and construction documents at appropriate project phases, and completion of the LA County approved Proposed Project and final acceptance by LA COUNTY; and
- Sharing non-confidential hydrological and other data related to the Los Angeles River, subject to applicable law and any applicable privileges.

### **2. Resources**

The Parties, if a binding Cooperation Agreement is signed, will endeavor to recommend final (city council/board) approval and seek to secure any financial support necessary to fulfill their individual contributions at the start of the respective design, construction, or operations and maintenance phases for successful delivery of the Proposed Project, as further described in a signed future Cooperation Agreement. Subject to the terms of a potential future signed Cooperation Agreement, the resources contributed by the Parties could include:

- 2.a. As to THE OCEAN CLEANUP: provide the following financial, material and labor resources in respect of the Proposed Project:
- Funding for the necessary labor and materials to deliver the Services outlined in the Section 1.a. above.
- 2.b. As to CITY: provide the following financial, material and labor resources with respect to the Proposed Project:
- Subject to the availability of appropriated funds and all required approval, CITY may fund necessary labor and materials to deliver the Services outlined in the Section 1.b. above, as separately authorized in writing.
- 2.c. As to LA COUNTY provide the following financial, material and labor resources in respect of the Proposed Project:
- Subject to the availability of appropriated funds and all required approval, LA COUNTY may fund necessary labor and materials to deliver the Services outlined in the Section 1.c. above, as separately authorized in writing.

### **3. Confidentiality & Communication Strategy**

The Parties agree to keep all sensitive information shared and clearly marked as much in connection with this Memorandum confidential, unless required by law or agreed upon in writing by the Parties. The Parties shall not use each other's name or logos without prior written approval of the Party. The Parties agree to maintain the confidentiality of any proprietary marketing strategies shared and clearly marked as much as part of the Proposed Project. The Parties agree not to make any disparaging remarks or statements about the other party in any form of communication.

Communication of the vision and any media or other public relations contact should always be consistent with the aims of the Proposed Project and only undertaken with the express agreement of all Parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. As applicable, coordinated communications should be made with external organizations to elicit their support and further the aims of the Proposed Project. Notwithstanding anything in this Section 3, TOC acknowledges that the Local Agencies are government agencies, and thus are subject to broad disclosure obligations under applicable law, including the California Public Records Act, and each hold respective governing body meetings, which are open to the public and at which information concerning this Memorandum, the Proposed Project, and a potential Cooperation Agreement may be disclosed, and including any documents to be approved by their respective governing bodies. Nothing in this Memorandum shall prohibit any disclosure required by law. Nothing in this Memorandum shall be construed to limit CITY'S or LA COUNTY'S obligations to comply with the California Public Records Act, the Ralph M. Brown Act, or any other applicable disclosure or open meeting laws, and compliance with such laws shall not constitute a breach of this Memorandum.

### **4. Governing Law**

The Memorandum shall be construed in accordance with the laws of the State of California.

### **5. Intellectual Property**

The intellectual property related to The Ocean Cleanup's plastic collection and ocean cleanup technology shall remain the exclusive property of The Ocean Cleanup. For data gathered through monitoring equipment (such as

cameras), The Ocean Cleanup does not own the software and programming, yet has access to the data provided by the supplier of the equipment.

All parties retain ownership of their respective trademarks, logos, and intellectual property. Unauthorized use, replication, or modification of these assets is strictly prohibited.

## **II. Additional Terms**

It is mutually agreed upon and understood by and among the Parties of this Memorandum that:

- a. The Parties will work together in a coordinated fashion to explore what would be needed for the fulfillment of the Proposed Project.
- b. In no way does this Memorandum restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. Nothing in this Memorandum shall be construed as creating legally binding obligations between the Parties to enter into a Cooperation Agreement. No Party is obligated to negotiate or execute any future agreement, and any future agreement shall be effective only if in writing and executed by the Parties in accordance with applicable law.
- d. Nothing in this Memorandum shall obligate any Party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. The Parties hereby agree that finalization of this Memorandum will not generate any right to compensation, monetary or otherwise, for any of the parties of this Memorandum.
- f. This Memorandum is not intended to, and does not, create any right, benefit, or trust responsibility. No third party beneficiaries are intended to be created or are created by this Memorandum.
- g. Any Party may terminate its participation in this Memorandum without cause by providing written notice to other Parties at least 30 days in advance.
- h. Termination of this Memorandum will not affect any other agreements relating to the subject matter of this Memorandum which will continue to regulate the relationship between the Parties in accordance with the terms thereof.
- i. None of the Parties to this Memorandum is relying upon, or is entitled to rely upon, this Memorandum for any purpose.
- j. No Party will be liable for any costs incurred by any other Party in connection with this Memorandum, including without limitation, any preparation work, securing materials, financing, donors, etc.

### III. Signatories

This non-binding Memorandum is signed by a representative of each Party.

By:  
The Ocean Cleanup  
Marco Piët, Rivers Director

Date:

By:  
City of Long Beach,  
City Manager

Date:

By:  
County of Los Angeles,  
LA County Public Works Director

Date:

## Memorandum of Understanding

This non-binding Memorandum of Understanding (the "Memorandum") is made by and between The Ocean Cleanup Interception B.V. at Coolensingel 6, 3011 AD Rotterdam, The Netherlands (hereinafter referred to as "THE OCEAN CLEANUP"), the County of Los Angeles at 500 W. Temple Street, Los Angeles, California 90012 (hereinafter referred to as LA COUNTY), and the City of Seal Beach at 211 Eighth Street, Seal Beach, California 90740 (hereinafter referred to as "CITY"), individually referred to as a "Party" and collectively referred to as Parties ("Parties"), for the purpose of exploring the various aims and objectives, and memorializing the basic terms and conditions, under which a future cooperation agreement (the "Cooperation Agreement") by and between the Parties would be consummated relating to potential implementation of a riverine plastic interception system in the non-structural portion of the San Gabriel River within the County of Los Angeles and the City of Long Beach (the "Proposed Project"). Hereinafter, LA COUNTY and CITY together are referred to as Local Agencies ("Local Agencies"), but other local agencies may be considered as future parties for future agreements and activities as well.

- i. WHEREAS the Parties desire to enter into this Memorandum as a broad statement of intent, to explore the Proposed Project and what would be required of each Party if they were to move forward to negotiate a future Cooperation Agreement;
- ii. WHEREAS the Parties desire to complete the San Gabriel River Trash Mitigation Initiative Feasibility Study (Feasibility Study), the results of which would be necessary prior to the potential development of a mutually agreed upon Proposed Project.
- iii. WHEREAS, the CITY and THE OCEAN CLEANUP have entered into a "Mutual Services Agreement" for Project research activities including monitoring for the San Gabriel River dated 8 August 2025;
- iv. WHEREAS the Parties may - as a next step - enter into a Cooperation Agreement, setting out the working arrangements and responsibilities that each of the Parties agrees are necessary to complete the Proposed Project.

The Parties acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of cooperation to explore the Proposed Project and what financial, administrative and managerial commitment would be required of each Party to the Proposed Project, should the Parties choose to move forward to negotiate a Cooperation Agreement. By executing this Memorandum, no Party is undertaking steps that would be a commitment to the Proposed Project. The Parties reserve the right to decline to move forward with the Proposed Project.

The purpose of this Memorandum is to provide a framework for the Parties to explore the Proposed Project's general goals and each Party's potential role while acknowledging that separate, future binding contract(s) and/or agreement(s) regarding the Proposed Project between THE OCEAN CLEANUP and Local Agencies would be necessary to create any contractual obligations. Any future Cooperation Agreement or any other potential future binding agreement between THE OCEAN CLEANUP and Local Agencies would be required to be agreed upon in writing, and is subject to each of the Parties' formal approvals and secured funding.

No liability will arise or be assumed between the Parties as a result of this Memorandum.

The following identifies such basic terms and conditions for the future Cooperation Agreement:

## **I. Obligations of the Parties**

### **1. Cooperation and Services**

The potential activities and services (“Services”) to be explored for the Proposed Project could include, but not be limited to:

1.a. As to THE OCEAN CLEANUP the following services:

- Procurement of monitoring equipment for San Gabriel River in accordance with the Mutual Services Agreement;
- Analyses of monitoring data collected from equipment;  
and - subject to THE OCEAN CLEANUP’s review of the feasibility study results and determination that the findings support a technically feasible and economically viable project - :
- Facilitate design and engineering services with LA COUNTY approval at various stages of development including, but not limited to, requirements from the California Environmental Quality Act (CEQA) analysis necessary to ultimately design, construct, and implement a riverine plastic interception system in San Gabriel River for the Proposed Project;
- Contribute services necessary to perform construction and installation of the riverine plastic interception system.
- Continue to support the riverine plastic interception system for the duration of the Cooperation Agreement.

1.b. As to the CITY, the following services:

- Working with government agencies to provide necessary permits, authorizations, resolutions and/or licenses for the assembly, installation and operation of monitoring equipment in accordance with the Mutual Services Agreement.
- Providing applicable information, as available, from the feasibility study efforts
- Sharing hydrological and other data related to San Gabriel River

1.c. As to LA COUNTY, the following services:

- Working with the CITY, other local agencies, and THE OCEAN CLEANUP to provide necessary access and encroachment permits
- Endeavoring to assign and deliver ongoing operations and maintenance services upon determination of a technically feasible and economically viable project and in alignment with a completed feasibility study, review and approval of design and construction documents at appropriate project phases, and completion of the LA County approved Proposed Project and final acceptance by LA COUNTY
- Sharing hydrological and other data related to San Gabriel River

### **2. Resources**

The Parties, if a binding Cooperation Agreement is signed, will endeavor to recommend final (board) approval and seek to secure any financial support necessary to fulfill their individual contributions at the start of the respective design, construction, or operations and maintenance phases for successful delivery of the Proposed Project, as further described in a signed future Cooperation Agreement. Subject to the terms of a potential future signed Cooperation Agreement, the resources contributed by the Parties could include:

2.a. As to THE OCEAN CLEANUP: provide the following financial, material and labor resources in respect of the Proposed Project:

- Funding for the necessary labor and materials to deliver the Services outlined in the Section 1.a. above.

2.b. As to CITY: provide the following financial, material and labor resources with respect to the Project:

- Funding for the necessary labor and materials to deliver the Services outlined in the Section 1.b. above.

2.c. As to LA COUNTY provide the following financial, material and labor resources in respect of the Project:

- Funding for the necessary labor and materials to deliver the Services outlined in the Section 1.c. above.

### **3. Confidentiality & Communication Strategy**

The Parties agree to keep all sensitive information shared and clearly marked as much in connection with this Memorandum confidential, unless required by law or agreed upon in writing by the Parties. The Parties shall not use each other's name or logos without prior written approval of the Party. The Parties agree to maintain the confidentiality of any proprietary marketing strategies shared and clearly marked as much as part of the proposed Project. The Parties agree not to make any disparaging remarks or statements about the other party in any form of communication.

Communication of the vision and any media or other public relations contact should always be consistent with the aims of the Proposed Project and only undertaken with the express agreement of all Parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. As applicable, coordinated communications should be made with external organizations to elicit their support and further the aims of the Proposed Project. Notwithstanding anything in this Section 5, TOC acknowledges that the Local Agencies are government agencies, and thus are subject to broad disclosure obligations under applicable law, including the Public Records Act, and each hold respective governing body meetings, which are open to the public and at which information concerning this Memorandum, the Proposed Project, and a potential Cooperation Agreement may be disclosed, and including any documents to be approved by their respective governing bodies. Nothing in this Memorandum shall prohibit any disclosure required by law.

### **4. Governing Law**

The Memorandum shall be construed in accordance with the laws of the State of California.

### **5. Intellectual Property**

The intellectual property related to The Ocean Cleanup's plastic collection and ocean cleanup technology shall remain the exclusive property of The Ocean Cleanup. For data gathered through monitoring equipment (such as cameras), The Ocean Cleanup does not own the software and programming, yet has access to the data provided by the supplier of the equipment.

All parties retain ownership of their respective trademarks, logos, and intellectual property. Unauthorized use, replication, or modification of these assets is strictly prohibited.

## **II. Additional Terms**

It is mutually agreed upon and understood by and among the Parties of this Memorandum that:

- a. The Parties will work together in a coordinated fashion to explore what would be needed for the fulfillment of the Proposed Project.
- b. In no way does this Memorandum restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. Nothing in this Memorandum shall be construed as creating legally binding obligations between the Parties to enter into a Cooperation Agreement.
- d. Nothing in this memorandum shall obligate any Party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. The Parties hereby agree that finalization of this Memorandum will not generate any right to compensation, monetary or otherwise, for any of the parties of this Memorandum.
- f. This Memorandum is not intended to, and does not, create any right, benefit, or trust responsibility. No third party beneficiaries are intended to be created or are created by this Memorandum.
- g. Any Party may terminate its participation in this Memorandum without cause by providing written notice to other Parties at least 30 days in advance.
- h. Termination of this Memorandum will not affect any other agreements relating to the subject matter of this Memorandum which will continue to regulate the relationship between the Parties in accordance with the terms thereof.
- i. None of the Parties to this Memorandum is relying upon, or is entitled to rely upon, this Memorandum for any purpose.
- j. Termination of this Memorandum will not affect any other agreements relating to the subject matter of this Memorandum which will continue to regulate the relationship between the Parties in accordance with the terms thereof.
- k. No Party will be liable for any costs incurred by any other Party in connection with this Memorandum, including without limitation, any preparation work, securing materials, financing, donors, etc

**III. Signatories**

This non-binding Memorandum is signed by a representative of each Party.

By:  
The Ocean Cleanup  
Marco Piët, Rivers Director

Date:

By:   
City of Seal Beach,  
City Councilmember

Date: 1/30/2026

By:  
County of Los Angeles,  
County Supervisor

Date:

## RESOLUTION 7724

### **A RESOLUTION OF THE SEAL BEACH CITY COUNCIL APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE OCEAN CLEANUP AND LOS ANGELES COUNTY FOR THE SAN GABRIEL RIVER TRASH MITIGATION INITIATIVE (CIP SD2501)**

WHEREAS, representatives of the State of California Assembly, County of Orange (Orange County), County of Los Angeles (LA County), Cities of Long Beach and Seal Beach (Agencies), and other regional entities endeavor to enhance cooperative efforts, support technical feasibility, design, and implementation activities, and identify funding for the San Gabriel River Trash Mitigation Initiative (Initiative); and,

WHEREAS, the Initiative includes program management, project oversight, key stakeholder engagement, a feasibility / alternative recommendations study phase (Feasibility Study), a future final design phase, a future implementation phase, and operational beach clean-up efforts for the public beach owned and maintained by the City of Seal Beach (City); and,

WHEREAS, Orange County has transferred funding in the amount of \$525,000 to the City for executing associated Initiative efforts including program management, project oversight, key stakeholder engagement, the Feasibility Study phase, and operational beach clean-up efforts for the public beach owned and maintained by the City; and has collaborated in good faith in the delivery of these outlined responsibilities; and,

WHEREAS, on March 25, 2024, City Council adopted Resolution 7499 accepting \$525,000 of funding from Orange County and authorizing the City Manager to execute applicable actions associated with the Initiative; and,

WHEREAS, on November 12, 2024, the City Council adopted Resolution 7578 to award a professional services agreement, as the result of a Request for Proposals process, to Stantec Consulting Services, Inc. for execution of the San Gabriel River Trash Mitigation Feasibility Study (CIP SD2501); and,

WHEREAS, the Initiative representatives have made great progress in raising awareness of coastal trash issues and the need to mitigate this debris to maintain clean beaches and oceans and resulting in improved habitat for area wildlife; and,

WHEREAS, the early success of the Initiative gained interest from The Ocean Cleanup to provide private funding to analyze, design, and implement a project from the final recommendations of the Feasibility Study; and,

WHEREAS, A Memorandum of Understanding (MOU) between the City of Seal

Beach, LA County, and The Ocean Cleanup has been prepared to outline the terms of a potential cooperative agreement to implement the project; and,

WHEREAS, LA County has jurisdictional authority of the Lower San Gabriel River regional flood control facility and baseline responsibilities for operations and maintenance; and,

WHEREAS, based upon the review of the MOU by the City and LA County, the City Council finds that execution of the MOU between the City, LA County, and The Ocean Cleanup is in the best interest of the City and the City's public beach.

NOW, THEREFORE, the Seal Beach City Council does resolve, declare, determine, and order as follows:

- Section 1. The foregoing recitals are true and correct and are hereby adopted by reference as though set forth in full.
- Section 2. The City Council hereby approves the Memorandum of Understanding that sets forth the terms for a future agreement to implement a trash mitigation device or devices.
- Section 3. The City Council authorizes and directs the Mayor to execute the Memorandum of Understanding.
- Section 4. The City Council authorizes the City Manager to transmit to The Ocean Cleanup the City-approved San Gabriel River Trash Mitigation Initiative – Feasibility Study.

PASSED, APPROVED AND ADOPTED by the Seal Beach City Council at a regular meeting held on the 12<sup>th</sup> day of January 2026 by the following vote:

AYES: Council Members Kalmick, Senecal, Steele, Wong, Landau

NOES: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

ABSTAIN: Council Members \_\_\_\_\_

  
\_\_\_\_\_  
Lisa Landau, Mayor

ATTEST:



Gloria D. Harper, City Clerk



STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS  
CITY OF SEAL BEACH }

I, Gloria D. Harper, City Clerk of the City of Seal Beach, do hereby certify that the foregoing resolution is the original copy of Resolution 7712 on file in the office of the City Clerk, passed, approved, and adopted by the City Council at a regular meeting held on the 12<sup>th</sup> day of January 2026.



Gloria D. Harper, City Clerk