



**OPERATIONS CLUSTER  
AGENDA REVIEW MEETING**

**DATE:** September 13, 2023  
**TIME:** 2:00 p.m. – 4:00 p.m.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: 1 (323) 776-6996**  
**TELECONFERENCE ID: 439827168#**

To join via phone, dial 1(323)776-6996, then press 439827168# .

**YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:**

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024**

**AGENDA**

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.  
Two (2) minutes are allowed for each item.

1. **Call To Order – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
  - A) Board Letter:  
THREE-YEAR LEASE  
THE COLBURN SCHOOL  
120 SOUTH OLIVE STREET, LOS ANGELES  
CEO/RE - Michael G. Rodriguez, Section Chief, County-Owned
  - B) Board Letter:  
APPROVAL TO AMEND COUNTY CODE, TITLE 7 – BUSINESS LICENSES TO ADD AMMUNITION TO CHAPTER 7.46 AND UPDATE EXISTING GUN DEALER REQUIREMENTS  
TTC - Keith Knox, Treasurer and Tax Collector,  
Elizabeth Buenrostro Ginsberg, Chief Deputy, Treasurer and Tax Collector,  
Deondria Barajas, Assistant Treasurer and Tax Collector and  
Monica Allen, Assistant Operations Chief
3. **PRESENTATION/DISCUSSION ITEMS:**  
None available.

4. **Public Comment**  
(2 Minutes Each Speaker)
5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) DPH/CIO - ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE NEW SOLE SOURCE CONTRACT WITH RDE SYSTEMS FOR DATA SYSTEM SERVICES
- B) LACDA/CIO - AMENDMENT TO THE OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES CONTRACT WITH NEUBRAIN. LLC
- C) TTC/CIO - APPROVE SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC TO PROVIDE THE FIDUCIARY ELECTRONIC INFORMATION SYSTEM
- D) CEO/OPS - FY 2023-24 SUPPLEMENTAL BUDGET BRIEFING - OPERATIONS

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/13/2023	
<b>BOARD MEETING DATE</b>	10/3/2023	
<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>	ISD Parking	
<b>SUBJECT</b>	Approximate 3-year lease agreement to Colburn School for use of 36,000 square feet of County-owned surface parking lot at 120 S. Olive Street, Los Angeles, CA 90012. (W2 Parcel)	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: County site specifically requested by Colburn due to proximity to proposed construction site.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Required for anticipated start date of October 15, 2023.	
<b>COST &amp; FUNDING</b>	Total cost: \$ <u>  0  </u>	Funding source: N/A
	TERMS (if applicable): The lease will generate \$37,440 per month as revenue to the County. In addition, At County's sole discretion, Colburn will return all or a portion of the site repaved and restriped, as directed by the County, or will pay the amount it would have spent to repave and restripe the area used.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize CEO to enter into the lease agreement with Colburn for use of the parking lot for construction staging.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The approximate 3-year lease is for use of approximately 36,000 square feet of County-owned surface parking lot which will enable the Colburn School to construct its new performance hall in the adjacent lot.	
<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>	Michael G. Rodriguez, Section Chief, County-Owned CEO- Real Estate Division 213-974-4246 MGRodriguez@ceo.lacounty.gov	



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

October 3, 2023

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

Dear Supervisors:

**THREE-YEAR LEASE  
THE COLBURN SCHOOL  
120 SOUTH OLIVE STREET, LOS ANGELES  
(FIRST DISTRICT) (4 VOTES)**

**SUBJECT**

Approval of the proposed approximate three-year lease with the Colburn School for use of a portion of the County-owned surface parking lot (AP26), located at 120 South Olive Street, in Los Angeles, commonly referred to as the W-2 Parcel. This lot will be used as a construction and staging site to facilitate the Colburn School's construction of a new performing arts educational building with a public plaza (Colburn Project) on an adjacent school-owned site; and to make improvements to the W-2 Parcel upon its surrender back to the County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease with the Colburn School is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the Colburn Project.
2. Authorize and delegate authority to the Chief Executive Officer, or her designee, to approve and execute the proposed lease with the Colburn School, a California non-profit public benefit corporation (Colburn School), for the use of approximately 36,000 square feet of the W-2 Parcel to facilitate the construction of the Colburn Project. The Colburn School will use the proposed lease area for construction staging, storage, and related construction uses. As consideration for the proposed lease, the Colburn School will (i) pay the County a flat fee of \$37,440 per month

for the term, (ii) make certain improvements on the W-2 Parcel prior to its surrender back to the County, including the grading, repaving and restriping of all or a portion of AP26, installing a new drainage system, relocating electrical meters, performing slope work, and other miscellaneous activities as approved by the County, and (iii) assume maintenance responsibility for the slope and the drainage system pursuant to a revocable license.

3. Authorize and delegate authority to the Chief Executive Officer, or her designee, to negotiate, approve, execute and/or grant any other consents or ancillary documentation approved as to form by County Counsel, which are necessary to effectuate the proposed lease and the activities permitted under the proposed lease, including, without limitation, improving the W-2 Parcel, and granting the Colburn School a license for maintenance of the slope and drainage system..
4. Authorize and delegate authority to the Chief Executive Officer, or her designee, at the end of the lease term, to either (i) elect to have Colburn grade, repave, and restripe all or a portion of AP26, at the County's direction, prior to its surrender to the County, or (ii) accept a cash payment to the County from the Colburn School as determined by then-current construction bids.
5. Grant approval for County and Court employees (Employees) to temporarily avail a daily maximum rate of \$10 at AP14, the Music Center Parking Garage, to be effective only during the period when the Colburn School is undertaking the grading, repaving, and restriping work of AP26 on the W-2 Parcel. The \$10 daily rate aligns with the daily discounted employee rate currently applicable at AP26.

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

The Colburn School, currently located at 200 South Grand Avenue in Los Angeles, is a prestigious performing arts school cultivating the development of music, dance, and the performing arts. It opened its downtown campus on June 30, 1998, on Grand Avenue and became an anchor to the revived downtown cultural corridor, soon joined by the Walt Disney Concert Hall, the Broad Museum, and other venues. The downtown campus welcomes an estimated 10,000 people each week, including students attending classes, lessons, and rehearsals, community partners who rent the current performance and lecture spaces, and audience members who enjoy the offerings of over 500 performances a year.

The Colburn School intends to build the Colburn Project at 130 South Olive Street, on a parcel it owns that is immediately adjacent to the County-owned W-2 Parcel. The Colburn School retained the services of Gehry Partners to design a world-class concert hall and dance rehearsal/flex building. The Colburn School's dance school will relocate to the Colburn Project from the existing campus upon the completion of the Colburn Project. The concert hall would hold over 300 performances a year, almost half of which will be through other nonprofit performing groups. Attendance is expected to be over 100,000 per year. The Colburn Project will also feature a multitude of outside performance areas including a porch and rooftop garden totaling some 13,000 square feet, and a 7,000 square foot public plaza which will provide a heavily landscaped space where students, faculty, parents, visitors, and members of the public may gather, study, rehearse, converse, and relax, as well as enjoy performances.

In order to facilitate the construction of the Colburn Project, the Colburn School wishes to use an approximately 36,000 square foot portion of the W-2 Parcel, for construction staging, storage, and other construction-related uses. The remainder of AP26 would continue to be open and operational and provide continued access and parking for Employees. When the W-2 Parcel is closed for grading, repaving and restriping, Employees will have the option to temporarily relocate and use AP14, paying the same daily rate they would have paid at AP26. The term of the proposed lease would commence on the later of when the Colburn School receives its grading permit for the W-2 Parcel or October 15, 2023, but will be no later than November 30, 2023, and terminate on August 31, 2026, unless terminated early by Lessee, upon 60 days' prior written notice.

In consideration for use of the W-2 Parcel, Lessee shall pay the County rent in the amount of \$37,440 per month to compensate for the lost revenue that would have otherwise been generated from AP26. In addition, the Colburn School will grade, repave, and restripe all or a portion of the County-owned surface parking lot, at its sole cost and expense. The Colburn School will also make improvements to the W-2 Parcel, which includes the lessening of slopes, the removal of bushes and trees, installation of a drainage system, and relocation of electrical meters, in accordance with plans approved by the County. In addition, the Colburn School will be responsible for maintaining the new slope and drainage system pursuant to a license agreement to be granted by the County to the Colburn School.

The proposed lease will include a holdover fee where the monthly rent will increase by 50 percent. Additionally, the Colburn School will provide a Letter of Credit to the County in the amount of \$2,000,000, to secure the Colburn's School performance of the improvements to the W-2 Parcel. Should the County have future development plans for W-2 and not benefit from the repaving and restriping improvements, the County can elect to receive a lump sum payment commensurate to the cost of repaving and restriping the 36,000 square foot portion of the W-2 Parcel used for construction staging, as determined

by then-current construction bids. In addition, should the County need the remaining portion of AP26 for construction activities associated with other County projects, the Colburn School would not be required to repave and restripe the entire parking lot. In such case, the County may want to require the Colburn School to regrade, repave and restripe the 36,000 square foot portion used by Colburn. The decision regarding how the Colburn School will return the site will be made by the Chief Executive Officer, or her designee, closer to the end of the term of the proposed lease.

### **Implementation Of Strategic Plan Goals**

The proposed lease supports the Countywide Strategic Plan Goal of Realizing Tomorrow's Government Today, specifically by Managing and Maximizing County Assets (Strategy III.3.2) and Enhancing County's Fiscal Strength Through Long Term Planning (Strategy III.3.9). Upon entering into the proposed lease, the County will continue to receive its current revenue stream and will also receive the surface parking lot in a greatly improved condition upon surrender, and a smoother and longer-lasting pavement surface, increasing its life span and effectiveness.

### **FISCAL IMPACT/FINANCING**

There will be no fiscal impact to the County by entering into the proposed lease because the rent amount and continued payments from Employees will maintain the status quo of revenue generated from AP26.

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

The proposed lease will be consistent with the term sheet attached as Enclosure A and approved as to form by County Counsel. The term sheet has been prepared by the Chief Executive Office and agreed to by the Colburn School.

Pursuant to the provisions of California Government Code Section 25536, the Board, by a four-fifths vote, may enter into leases without competitive bidding and without compliance with Title 3, Division 2, Part 2, Chapter 5, of the Government Code when it leases County-owned property devoted to or held for ultimate use for vehicle parking, or industrial or commercial development incidental thereto or not inconsistent therewith. The proposed lease is authorized by Government Code Section 25536.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed lease, which covers the following activities: construction staging, storage, and other construction-related uses, the lessening of slopes, the removal of bushes and trees, the installation of a drainage system, the relocation of electrical meters, and the grading, repaving, and restriping of the parking lot is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to sections 15301 (a) and (d) (Existing Facilities), 15302 (b) (Replacement or Reconstruction), 15303 (d) (New Construction or Conversion of Small Structures), 15311 (Accessory Structures), and 15332 (Infill Development) of the State CEQA Guidelines, and Class 1 (c), (j) and (m), Class 2, (a), (b) and (e), and Class 11 (f) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the Project is within certain classes of projects that have been determined not to have a significant effect on the environment. There will be negligible, or no expansion of use and replacement features will have the same purpose and capacity. In addition, based on the records of the proposed Project, it will comply with all applicable regulations, and is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indication that it may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will be posted to the website in accordance with section 21092.2.

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

The recommended action will mean the public will not be able to park at AP26 during the term of the proposed lease. However, public parking should not be impacted since there is another public parking garage across the street from AP26 that charges the same amount as the rate charged to the public at AP26, as well as other County parking lots in the area which charge slightly more than the AP26 daily parking rate. While the Colburn School repaves and restripes the parking lot at AP26, County employees will temporarily be unable to park at this lot. Therefore, subject to approval by the Board, the Employees' discount rate of \$10 per day will be temporarily available at the nearby Music Center Parking Garage until AP26 is re-opened. Further, the recommended action will not affect any current services and will not compromise public safety missions or disrupt vital, existing, communication services.



The Honorable Board of Supervisors  
October 3, 2023  
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Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JTC:JLC  
HD:MGR:KG:gb

Enclosure

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

8/28/2023

## Term Sheet

This term sheet describes pertinent lease terms for the Colburn School's use of the County of Los Angeles owned property, commonly referred to as the W-2 Parcel, in connection with the Colburn School's Campus Expansion Project that would be built on the Colburn School owned W-1 Parcel immediately south and adjacent to W-2 Parcel.

### Parties

The Lessor will be the County of Los Angeles ("County"). The Lessee will be the Colburn School, a California nonprofit public benefit corporation ("Colburn").

### Premises

The Premises would consist of a portion of a parcel generally known as W-2 Parcel located at 120 S. Olive Street, Los Angeles, CA 90012, which is generally described in the attached Site Plan, as Exhibit A, that would consist of approximately 36,000 square feet of area.

When Colburn is ready to restore the entire W-2 Parcel with grading, repaving and restriping, Colburn shall provide the County with at least 60 days' notice that Colburn will begin such improvement work and the date the work will begin ("Restore W-2 Notice"). On such date the work will begin, the Premises will expand to include the remaining area of the W-2 Parcel. Colburn must provide the Restore W-2 Notice no later than 60 days before the end of the term. Upon such notice, the County, within 30 days, shall notify Colburn whether, at the County's sole discretion, (i) all or a portion of the W-2 Parcel will need to be graded, repaved and restriped, or (ii) inform Colburn that the County would prefer a cash payment equal to the amount Colburn would have paid to regrade, repave and restripe the original Premises, based on Colburn's contractor price to perform such work. Should the County direct Colburn that all of the W-2 Parcel needs to be graded, repaved and restriped, the County will coordinate to empty the balance of the W-2 Parcel and relocate County staff to the Music Center Parking lot (AP14) where County staff can park for the same reduced rate of \$10 per day during the period when Colburn is restoring the W-2 Parcel.

### Condition of the Premises

The Premises would be delivered by County to Colburn in its as is, where is condition.

### Improvements to W-2 Parcel

Colburn shall, at its sole cost and expense, plan, construct and install of certain improvements to the W-2 Parcel including, without limitation: (1) regrading, repaving with asphalt and restriping all or a portion of the Premises, as directed by the County, (2) providing a drainage system ("Drainage System"), (3) electrical work to remove electrical meters for the W-1 Parcel from the W-2 Parcel and relocate such electrical meters onto the W-1 Parcel, (4) lessening the slope and satisfactory lateral and

adjacent support on the sloped area between the W-2 Parcel and the W-1 Parcel, and (5) other miscellaneous work such as removing bushes and trees as approved in writing by the County (the "Improvements to W-2 Parcel").

All Improvements to W-2 Parcel shall be code compliant and constructed in accordance with plans and specifications approved by the County.

To secure Colburn's performance to provide the Improvements to W-2 Parcel, Colburn will provide a letter of credit in a form acceptable to the County for the benefit of the County in the amount of \$2M. The letter of credit will be provided by an institution acceptable to the County.

#### Use of Premises

The Use of Premises by Colburn would be for construction, construction staging, storage, and related uses in connection with Colburn's Campus Expansion Project that would be built on the W-1 Parcel immediately south and adjacent to W-2 Parcel and owned by Colburn School. The work will be described in specified Shoring Plans and Grading Plans approved by the County. Colburn will also use the Premises to plan, construct and install the Improvements to W-2 Parcel.

#### Term

Subject to approval of the Board of Supervisors of Los Angeles County, the Term of this Agreement would commence on the later of (i) the granting of the grading permit, or (2) October 15, 2023, but will commence no later than November 30, 2023, and would expire on August 31, 2026, unless terminated earlier by Colburn as set forth below.

#### Early Termination

Subject to completion of W-2 restoration work as described above, the County would grant Colburn the right of early termination of the Agreement that could be exercised any time during the Term through an advance 60 day written notice.

#### Rent and Other Consideration

In consideration for use of the W-2 parcel, Colburn, shall provide the following items to the County:

1. At its sole cost and expense, Colburn would provide the Improvements to Parcel W-2 noted above.
2. Colburn will pay County a monthly rent in the amount of \$37,440.
3. Colburn will be responsible to maintain the sloped area on the W-2 Parcel and the Drainage System pursuant to a revocable license from the County for maintenance and access; provided, however, the Slope License will not prevent the County, at its sole and absolute discretion, from future development of the slope area.

### Condition of the Premises upon Surrender

By the expiration date, Colburn shall surrender the Premises in an improved condition with the completed Improvements to W-2 Parcel, unless the County has elected to accept a cash payment as described above. The plans and specs for restriping will be provided to the County for review and approval within 12 months from the commencement date.

In addition, Colburn shall repair all damage to sidewalks and driveways.

### Holdover

If Colburn remains on the Premises after the Agreement expiration date, Colburn will be considered a tenancy at sufferance. If Colburn desires to remain in holdover, and the County agrees to holdover in writing, Colburn may pay rent for each month in holdover equal to 150% of the rent paid in the last month of the term. Either party would be able to terminate any holdover term on 30 days' notice.

### Indemnification

Colburn would agree to indemnify, defend, and hold harmless, the County against any and all claims for damage, including cost of legal fees. Exact requirements of Colburn's obligation to indemnify the County would be subject to legal counsel review.

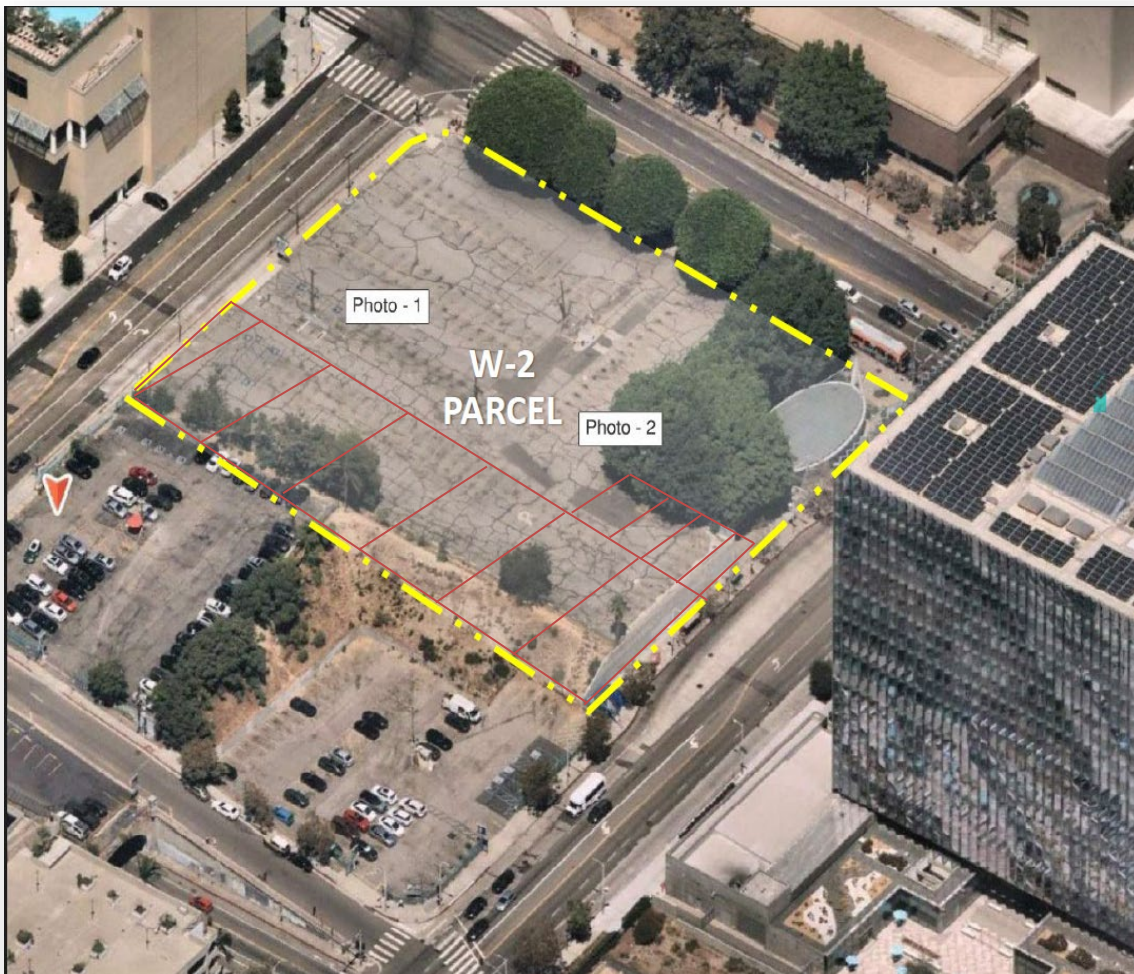
### Insurance and Insurance Coverage

Colburn agrees to provide general liability insurance and other coverage in the amounts as specified by the County.

### Approval

This Term Sheet is subject to the approval of the Board of Directors of the Colburn School and the Board of Supervisors of Los Angeles County.

WAS/mc



## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/13/2023		
<b>BOARD MEETING DATE</b>	10/24/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input 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>	Treasurer and Tax Collector		
<b>SUBJECT</b>	Approval to amend Title 7 to add Ammunition to Chapter 7.46 and update existing Gun Dealer requirements.		
<b>PROGRAM</b>	Title 7 – Chapter 7.46		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$ N/A		
	TERMS (if applicable):		
	N/A		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Approval to adopt an ordinance amending Los Angeles County Code Title 7 - Business Licenses, Chapter 7.46 - Gun Dealers to require Ammunition Dealers to obtain a Business License and comply with the same operational requirements as Gun Dealers and to update existing Gun Dealer requirements, as directed by the Board of Supervisors (Board) on September 13, 2022, February 7, 2023, and May 16, 2023.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The ordinance establishes the regulations, fees, and penalties for administering and enforcing the ordinance in accordance with the Board's motions of September 13, 2022, and February 7, 2023. In addition, the ordinance was amended pursuant to the Board's motion of May 16, 2023, requiring the Treasurer and Tax Collector to publicly post names of suspended and revoked Gun Dealer licensees.		
<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: <ul style="list-style-type: none"> <li>• Keith Knox, Treasurer and Tax Collector (213) 974-2101 <a href="mailto:kknox@ttc.lacounty.gov">kknox@ttc.lacounty.gov</a></li> <li>• Elizabeth Buenrostro Ginsberg, Chief Deputy, Treasurer and Tax Collector (213) 974-0703 <a href="mailto:eginsberg@ttc.lacounty.gov">eginsberg@ttc.lacounty.gov</a></li> <li>• Deondria Barajas, Assistant Treasurer and Tax Collector (213) 974-2077 <a href="mailto:dbarajas@ttc.lacounty.gov">dbarajas@ttc.lacounty.gov</a></li> <li>• Monica Allen, Assistant Operations Chief (213) 584-1118 <a href="mailto:mallen@ttc.lacounty.gov">mallen@ttc.lacounty.gov</a></li> </ul>		



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 437, Los Angeles, California 90012  
Telephone: (213) 974-2101 Fax: (213) 626-1812  
ttc.lacounty.gov and propertytax.lacounty.gov

**KEITH KNOX**  
TREASURER AND TAX COLLECTOR

**Board of Supervisors**  
**HILDA L. SOLIS**  
First District  
**HOLLY J. MITCHELL**  
Second District  
**LINDSEY P. HORVATH**  
Third District  
**JANICE HAHN**  
Fourth District  
**KATHRYN BARGER**  
Fifth District

October 24, 2023

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

Dear Supervisors:

**APPROVAL TO AMEND COUNTY CODE, TITLE 7 – BUSINESS LICENSES  
TO ADD AMMUNITION TO CHAPTER 7.46 AND UPDATE  
EXISTING GUN DEALER REQUIREMENTS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Treasurer and Tax Collector is seeking Board approval to adopt an ordinance amending Los Angeles County Code (County Code) Title 7 - Business Licenses, Chapter 7.46 - Gun Dealers to require Ammunition Dealers to obtain a Business License and comply with the same operational requirements as Gun Dealers and to update existing Gun Dealer requirements, as directed by the Board of Supervisors (Board) on September 13, 2022, February 7, 2023, and May 16, 2023.

**IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,**

1. Introduce, waive reading, and place on the agenda for adoption the enclosed Gun and Ammunition Dealers Ordinance (ordinance) amending County Code Title 7 - Business Licenses, Chapter 7.46 by adding Ammunition to allow for the regulation of such activity in the County Unincorporated areas and by updating existing Gun Dealer requirements.
2. Find the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to Section 21065 of the Public Resources Code and State CEQA Guidelines Section 15378.

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

On September 13, 2022, February 7, 2023, and May 16, 2023, your Board approved motions directing County Counsel (Counsel) in consultation with the Treasurer and Tax Collector (TTC) as needed, to draft amendments to the County Code. The proposed ordinance will update Title 7 - Business Licenses, Chapter 7.46.

Title 7 of the County Code governs the administration of the Business License Program, and the TTC oversees its administration. Title 7 is comprised of two Divisions: Division 1 contains the general administrative framework, including application requirements, processing information, enforcement provisions, and a schedule of fees; and Division 2 sets forth the specific business licensing requirements and prerequisites for the approximate 110 business activities the TTC licenses. The proposed ordinance will amend an existing business activity within Division 2 and update the business licensing requirements within Chapter 7.46. The proposed ordinance also amends fees for the reasonable regulatory costs for issuing the Business Licenses for Gun and Ammunition Dealers.

### **Public Outreach**

The TTC partnered with the Department of Regional Planning to send notices to outline the new licensing and zoning requirements to existing Gun Dealers in the County Unincorporated areas as well conducted targeted outreach to affected businesses. Moreover, the TTC posted information on the proposed Title 7 amendments on the TTC website.

### **Implementation of Strategic Plan Goals**

The recommended action supports the County Strategic Plan Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

## **FISCAL IMPACT/FINANCING**

The Auditor-Controller reviewed and approved the proposed Gun and Ammunition Dealers Business License fee of \$954 for initial applications and \$577 for subsequent annual renewals. The fees are expected to offset the enhanced regulatory program costs. The fees are based on full cost recovery and include administration and enforcement of the program, salaries, employee benefits, indirect costs, and services and supplies.

All ongoing program costs are to be fully funded with Business License fee revenue once the fee assessment goes into effect.



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

Counsel has reviewed and approved the ordinance as to form, and it is recommended that your Board approve the proposed ordinance to amend Title 7 - Business Licenses, Chapter 7.46. The ordinance has the complete list of requirements and amends the County Code to add the following specific requirements:

- Amend Chapter 7.46 – Gun Dealers to require Ammunition Dealers obtain a County Business License to comply with the same operational requirements applicable to Gun Dealers;
- Restrict minors' presence in Gun and Ammunition stores and require signage to be posted;
- Require Gun and Ammunition Dealers to maintain annual sales reports (for five years), a fingerprint log of all purchasers of guns and ammunition, and an inventory report that is updated in real-time;
- Require Gun and Ammunition Dealers to install and maintain security camera and audio recording systems in furtherance of State Penal Code requirements;
- Update the citations to the State Penal Code in Chapter 7.46;
- Require signs displayed at businesses where guns are sold with specific language, taken from the State Penal Code, warning customers about the risks associated with access to guns;
- Require a conspicuous warning notice in or on the packaging of every firearm sold;
- Require an approved firearm safety device upon delivery of any gun sold, leased, or transferred;
- Require Gun and Ammunition Dealers to secure and maintain on the business premises a record of a gun or ammunition purchaser's thumbprint; and
- Require the TTC to publicly post names and addresses of suspended and revoked Gun and Ammunition Dealer Licensees.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project under Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions will create a government regulatory mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

The Honorable Board of Supervisors  
October 24, 2023  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommendation to amend Title 7 – Business Licenses, Chapter 7.46 will allow the County to regulate these businesses more comprehensively in the County Unincorporated areas for the benefit of the public’s health, welfare, and safety.

Respectfully submitted,

KEITH KNOX  
Treasurer and Tax Collector

KK:EBG:DB:ms

Enclosure

c: Sheriff  
Fire  
Chief Executive Officer  
Executive Officer, Board of Supervisors  
Auditor-Controller  
County Counsel  
Department of Regional Planning

## ANALYSIS

An ordinance amending Title 7 – Business Licenses of the Los Angeles County Code by adding Ammunition Dealers to Chapter 7.46 – Gun Dealers to regulate Gun and Ammunition Dealers in the Unincorporated Areas of Los Angeles County. The ordinance:

- Updates California Penal Code citations to reflect current State statutes;
- Requires Gun and Ammunition Dealers apply for a Business License and pay an annual fee of \$954 for an initial application and \$577 for an annual renewal;
- Affirms the California Penal Code requirements for security camera systems;
- Restricts minors' presence where Guns and Ammunition are sold;
- Affirms that signs warning of risks associated with Guns must be displayed in accordance with the California Penal Code;
- Requires an approved firearm safety device upon delivery of any Gun sold, leased, or transferred;
- Requires Gun and Ammunition Dealers secure and maintain on the business premises a record of every Gun and Ammunition purchaser's thumbprint;
- Regulates the maintenance of annual sales reports on the business premises for five (5) years, the maintenance of inventory in real-time; and

- Requires the names of suspended and revoked Licensees to be publicly posted by the Tax Collector.

DAWYN R. HARRISON  
County Counsel

*Elena M. Miller*

By

ELENA M. MILLER  
Deputy County Counsel  
Government Services Division

EMM:lp

Requested: 09/13/2022  
Revised: 08/16/2023

DRAFT

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 7 – Business Licenses of the Los Angeles County Code by adding Ammunition Dealers to Chapter 7.46 – Gun Dealers to regulate Gun and Ammunition Dealers in the Unincorporated Areas of Los Angeles County. The ordinance establishes the regulations, fees, and penalties for implementing, administering, and enforcing the ordinance.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Chapter 7.46 is hereby amended to read as follows:

**Chapter 7.46** ~~**GUN DEALERS**~~ **GUN AND AMMUNITION DEALERS.**

**SECTION 2.** Section 7.46.010 is hereby amended to read as follows:

**7.46.010** ~~**Gun dealer defined.**~~ **Purpose and Intent.**

~~"Gun dealer" means any person, firm or corporation who sells or otherwise transfers to the public any pistol, revolver, rifle, shotgun, or other firearm, including those persons required by Section 12070(a) of the California Penal Code to obtain a license under California Penal Code Section 12071. "Gun dealer" also includes any person, firm or corporation who purchases, takes in trade or accepts on consignment from the public any firearm of any type, including, but not limited to pistols, revolvers, rifles and shotguns.~~

The purpose of this Gun and Ammunition Dealers Ordinance is to amend regulations at a local level to coincide with the California Penal Code, and to enhance the regulation of Gun and Ammunition Dealers in the interest of public health, safety,

and welfare. This ordinance regulates Gun and Ammunition Dealers throughout the Unincorporated Areas of the County.

**SECTION 3.** Section 7.46.020 is hereby amended to read as follows:

**7.46.020 License—Required—Short Title.**

~~Every gun dealer shall first procure a license and pay an annual license fee in the amount set forth in Section 7.14.010 of this title, under the appropriate heading.~~

This ordinance codified in Title 7, Division 2, Chapter 7.46 of this Code will be known as, and may be cited as the "Gun and Ammunition Dealers Ordinance."

**SECTION 4.** Section 7.46.030 is hereby amended to read as follows:

**7.46.030 License—~~Granted subject to specific conditions.~~Applicability.**

~~If a license is granted under this chapter, it shall be subject to the conditions set forth in Penal Code Section 12071, for breach of any of which the license shall be subject to forfeiture.~~

The provisions of this Chapter apply to the licensing of Gun and Ammunition Dealers in the business of selling, transferring, leasing, trading, accepting on consignment, or advertising for sale, transfer, lease, trade, or consignment to the public Guns and Ammunition in the Unincorporated Areas of the County.

Gun and Ammunition buyback programs hosted by the Sheriff or other law enforcement agencies, in which individuals or entities sell or transfer Guns and Ammunition to law enforcement agencies, are not governed by this Chapter.

**SECTION 5.** Section 7.46.040 is hereby amended to read as follows:

**7.46.040** ~~Records and reporting requirement.~~Definitions.

~~In addition to properly maintaining all records and documents required by state and federal laws, a gun dealer, upon purchasing, taking in trade or accepting on consignment from the public any firearm of any type, shall comply with buy form requirements as enumerated in Part 7 of Chapter 7.76 of this title, beginning with Section 7.76.310. A gun dealer shall also be required to report every sale, lease, or other transfer of a firearm to the sheriff on a form prescribed by the sheriff.~~

For purposes of this Chapter, "may" is permissive and "must" is mandatory. The terms used in this ordinance have the following meanings:

A. "Ammunition" means any self-contained unit consisting of a primed case, propellant charge, and projectile, or any bullet, cartridge, magazine, clip, speed loader, autoloader, ammunition feeding device, or projectile capable of being fired from a Gun or any other device designed to be used as a weapon from which is expelled a projectile by the force of explosion or other form of combustion. "Ammunition" does not include blank ammunition.

B. "Ammunition Dealer" means any person, firm, corporation, or other business enterprise that holds a current ammunition vendor license issued pursuant to California Penal Code section 30385. A Gun Dealer licensed pursuant to this Chapter and California Penal Code sections 26700 to 26915 is deemed a licensed Ammunition Dealer.

C. "Gun" means any pistol, revolver, rifle, shotgun, firearm, accessory, component, or other device designed, modified, or capable of being used as a weapon to expel a projectile.

D. "Gun Dealer" means any person, firm, corporation, or other business enterprise required by California Penal Code section 26500 to obtain a license to engage in the business of selling, transferring, leasing, trading, accepting on consignment, or advertising for sale, transfer, lease, trade, or consignment to the public, any pistol, revolver, rifle, shotgun, firearm, accessory, component, or other device designed, modified, or capable of being used as a weapon so as to expel a projectile. A Gun Dealer licensed pursuant to this Chapter and California Penal Code sections 26700 to 26915 is a licensed Ammunition Dealer.

E. "Licensee" means any person or entity issued a Business License by the Tax Collector or County license issuer and holding a current Business License while engaged in the business of selling, leasing, trading, accepting on consignment, or otherwise transferring any Gun or Ammunition, at a place of Business Licensed under this Chapter.

F. "Renewal" means a Business License application completed and submitted with the required fee for approval of a subsequent Business License under this Chapter.

G. "Sheriff" means the Los Angeles County Sheriff or the Sheriff's designated representative.



H. "Unincorporated Area" means any area in Los Angeles County outside the jurisdictional boundaries of incorporated cities.

**SECTION 6.** Section 7.46.050 is hereby amended to read as follows:

**7.46.050 Inspection Business License Required.**

~~Upon the request of any designated sheriff representative or any peace officer, a gun dealer shall (1) furnish all records pertaining to the gun dealer's transactions, including, but not limited to, all records required to be maintained by law, and (2) shall permit an inspection of those portions of the licensed premises where the firearms and firearm accessories are located.~~

A. Every business engaged in selling, transferring, leasing, trading, accepting on consignment, or advertising for sale, transfer, lease, trade, or consignment to the public any Gun or Ammunition within the Unincorporated Area of the County must, before engaging in such business, procure a Business License and pay an annual Business License fee pursuant to the amounts set forth in Section 7.14.010, payable to the Tax Collector.

B. Gun and Ammunition Dealers Business Licenses are valid for one (1) year from the date of issuance. Licensees must apply for Renewal of their Business License on an annual basis prior to expiration of the Business License.

C. An Applicant must apply for a Gun and Ammunition Dealers Business License in the format prescribed by the Tax Collector, with payment of the annual fee amount, signed under penalty of perjury. The Applicant must provide all required

application documentation to the Tax Collector and Sheriff to demonstrate compliance with this Chapter, including, but not limited to the following:

1. The Applicant's name, including any aliases or prior names used, birth date, and address;

2. The Applicant's federal firearms license and California firearms dealer or ammunition vendor numbers;

3. The address of the business for which the Business License is sought, the business name, and the name of any corporation, partnership or other entity that has any ownership in, or control over, the business;

4. The names, birth dates, and addresses of all persons who will have access to, or control of, the Applicant's stock of Guns or Ammunition, including, but not limited to, the Applicant's employees and agents;

5. A certificate of eligibility from the California Department of Justice under California Penal Code section 26710 for the Applicant and for each individual identified in Subsection 4 of Section 7.46.050.C, demonstrating that the person is not prohibited by State or federal law from possessing Guns or Ammunition;

6. Proof of a possessory interest in the property at which the business is proposed to be conducted, as owner, lessee, or other legal occupant;

7. A floor plan of the proposed business that illustrates the Applicant's compliance with the security provisions outlined in Section 7.46.110;

8. Certification of compliance with this Code and all applicable State and federal business licensing laws;

9. Information relating to every license to sell, lease, transfer, purchase, or possess Guns or Ammunition that has been sought by the Applicant within the last five (5) years, or by any individual identified in Subsection 4 of Section 7.46.050.C, from any jurisdiction in the United States, including, but not limited to, the date of each application for the license and whether it resulted in any denial, revocation, or suspension, and the date and circumstances;

10. The Applicant's agreement to indemnify, defend, and hold harmless the County, its officers, elected officials, agents, and employees from and against all claims, losses, costs, damages, and liabilities of any kind arising from the operation of the business, in any manner, from the negligence or intentional or willful misconduct of: (a) the Applicant; (b) the Applicant's officers, employees, and agents; and (c) if the business is a corporation, partnership, or other entity, the officers, directors, or partners of such business entity;

11. Policy of insurance issued by an insurance company admitted to do business in the State demonstrating compliance with the insurance requirements of this Chapter for Applicants applying for a Business License; and

12. The date, location, and nature of any criminal convictions of the Applicant and of any individuals identified in Subsection 4 of Section 7.46.050.C, and any other information requested by the Tax Collector needed to confirm the eligibility of the Applicant for a Business License under this Chapter.

D. When requested by the Tax Collector or any other County department during the Business License application process, an Applicant must show their driver's

license, passport, or other government-issued identification card bearing a photograph of the Applicant.

E. The Sheriff, with the assistance of any other County department requested to assist, must conduct an investigation of the Applicant's criminal history and background. The Sheriff must receive from an Applicant a complete set of the Applicant's fingerprints and a signed authorization for release of records pertinent to the investigation, in addition to the fingerprints and signed authorizations of each of the Applicant's employees and agents identified under Subsection 5 of this Section, to determine for the protection of the public health and safety whether the Applicant may be issued a Business License or Renewal.

F. Prior to issuance of a Business License or Renewal, the Tax Collector, Sheriff, or other County department may inspect the place of business to ensure compliance with this Chapter.

G. The Tax Collector may issue a Business License or Renewal if the Applicant or Licensee is in compliance with this Code and all applicable State, federal and local laws, and none of the grounds for Business License denial or revocation set forth in Section 7.46.065 exist.

**SECTION 7.** Section 7.46.060 is hereby amended to read as follows:

**7.46.060** ~~Conditions for granting license.~~ **Place of Business and Operating Hours.**

~~No license or renewal license shall be issued under this chapter unless, in addition to the requirements set forth in Section 7.46.030 and Section 7.46.040 above, the gun dealer satisfies each of the following conditions:~~

~~A. The gun dealer, and all officers, employees, and agents of said gun dealer, are at least 21 years of age;~~

~~B. Neither the gun dealer, nor any officer, employee, or agent of said gun dealer, has had a similar type license previously revoked or denied within the immediately preceding two years;~~

~~C. Neither the gun dealer, nor any officer, employee, or agent of said gun dealer, has been convicted of:~~

~~1. Any offense disqualifying said individual from owning or possessing a firearm under applicable federal, state, or local laws,~~

~~2. Any offense relating to the manufacture, sale, possession, use, or registration of any firearm or dangerous or deadly weapon,~~

~~3. Any offense involving the use of force or violence upon the person of another,~~

~~4. Any offense involving theft, fraud, dishonesty, or deceit,~~

~~5. Any offense involving the manufacture, sale, possession, or use of any controlled substance as defined by the California Health and Safety Code, as said definition now reads or may hereafter be amended to read;~~

~~D. The gun dealer has a fixed place of business where all licensed activities will be conducted as required by Section 7.04.060 of this code. The storing of all firearms and munitions shall occur at said fixed place of business. Under no circumstance may the address of the fixed place of business be either a United States Post Office box or a private commercial mailbox. The gun dealer shall provide evidence as owner, lessee or other legal occupant of said fixed place of business. The license shall specify the Post Office address of said fixed place of business;~~

~~E. The gun dealer's fixed place of business shall not be located in any area or district that is zoned for residential use;~~

~~F. The gun dealer has agreed to indemnify, defend and hold harmless the county of Los Angeles, its officers, agents and employees, from claims arising from the negligent or intentional acts of said gun dealer;~~

~~G. In connection with every firearm sold, leased, or otherwise transferred by a gun dealer, said gun dealer must also sell or otherwise provide a trigger lock or similar device reviewed and approved by the sheriff that is designed to prevent the unintentional discharge of the firearm;~~

~~H. The gun dealer has obtained a policy of insurance as provided in Section 7.46.070 below; and~~

~~I. The gun dealer has complied with the security requirements as provided~~

A. A Licensee must maintain a fixed place of business where all Guns and Ammunition must be stored. Under no circumstance may the address on the Business License or application of the fixed place of business be either a United States Postal Service post office box or a private commercial mailbox. The Gun Dealer must provide evidence as owner, lessee, or other legal occupant of the fixed place of business. The License must specify the United States Postal Service street address of the fixed place of business.

B. The Gun Dealer's fixed place of business must not be located in any area or district that is zoned for residential use in accordance with Title 22 of this Code.

C. In accordance with Title 22 of this Code, the property boundary of a Gun Dealer must not be within one thousand (1,000) feet of the property boundary of a park, school, library, or child care center, or another Gun Dealer. Gun Dealers that are licensed and in compliance with this Chapter and the County Code may remain in their present location, subject to the provisions of Chapter 22.172, except that the termination period enumerated in Subsection B.e of Section 22.172.050 does not apply.

D. The business operating hours of any Licensee must be limited to hours between 8:00 a.m. and 8:00 p.m. each day the business is open to the public.

**SECTION 8.** Section 7.46.065 is hereby added to read as follows:

**7.46.065 Grounds for License Denial or Revocation.**

The Tax Collector may deny the issuance of a Business License or Renewal, or may revoke or suspend an existing Business License, if the operation of the business

would not or does not comply with this Code or any applicable State or federal law, or if any of the following conditions exist:

A. The Applicant, or any individual identified in Subsection C of Section 7.46.050, is under twenty-one (21) years of age;

B. The Applicant is not licensed under all applicable State and federal laws;

C. The Applicant has failed to fully comply with the application requirements set forth in this Chapter;

D. The Applicant has made a false or misleading statement of a material fact, or omitted a material fact, in the application or in any other document submitted to the Tax Collector or the Sheriff under this Chapter. If a Business License is denied on this ground, the Applicant is prohibited from reapplying for a Business License for a period of five (5) years from the date of denial;

E. The Applicant, or any individual identified in Subsection C of Section 7.46.050, has had a license to sell, lease, transfer, purchase, or possess any Gun or Ammunition from any jurisdiction in the United States revoked, suspended, or denied for good cause within the immediately preceding five (5) years;

F. The Applicant, or any individual identified in Subsection C of Section 7.46.050, has been convicted of:

1. An offense that disqualifies the person from owning or possessing a Gun under State or federal law, including, but not limited to, the offenses listed in California Penal Code sections 29800 through 29875 and 29900 through 29905;



2. An offense relating to the manufacture, sale, possession, or use of a Gun or other dangerous or deadly weapon or Ammunition;
3. An offense involving the use of force or violence upon another person;
4. An offense involving theft, fraud, dishonesty, or deceit; or
5. A felony offense within the last ten (10) years involving the illegal manufacture or sale of a controlled substance as defined by the California Health and Safety Code.

G. The Applicant is within a class of persons defined in California Welfare and Institutions Code section 8100 or 8103.

**SECTION 9.** Section 7.46.070 is hereby amended to read as follows:

**7.46.070 Liability Insurance-Compliance with State Law.**

~~A. No license or renewal license shall be issued under this chapter unless the gun dealer carries and maintains in full force and effect a policy of insurance, as described in this subsection, in a form approved by the county of Los Angeles and executed by an insurance company admitted to do business in the state of California. This policy of insurance shall insure the gun dealer against liability for damage to property and for injury to or death of any person as a result of the sale, lease, or transfer, or the offering for sale, lease, or transfer, of a firearm. The minimum liability limits shall not be less than \$1,000,000.00 for each incident of damage to property or incident of injury or death to a person. The policy shall name the county of Los Angeles as an additional insured.~~

~~B. The policy of insurance shall contain an endorsement providing that said policy shall not be canceled until notice in writing has been given to the office of the treasurer and tax collector at least 30 days prior to the time the cancellation becomes effective.~~

~~C. If at any time the gun dealer's policy of insurance expires, said gun dealer's license under this chapter will automatically be suspended pursuant to Section 7.08.240 and Section 7.08.250 of this code.~~

Issuance of a Business License under this Chapter is subject to an Applicant's or Licensee's compliance with the requirements of California Penal Code sections 26700 through 27140, the breach of any one of which is a ground for License denial, revocation, or suspension.

**SECTION 10.** Section 7.46.080 is hereby amended to read as follows:

**7.46.080 Security Requirements. Records and Reporting**

**Requirements.**

~~A. No license or renewal license shall be issued under this chapter unless the gun dealer adheres to security measures as required by the sheriff. These security measures shall include, but not be limited to, the following:~~

~~1. The provision of adequate lighting, secure locks, windows, and doors, and fire and theft alarms, as each such item is specified and approved by both the sheriff and the fire department; and~~

~~2. The storing of all firearms and munitions on the premises out of reach of customers in secure, locked facilities, so that access to firearms and~~

~~munitions shall be controlled by the gun dealer or employees of the gun dealer to the exclusion of all others.~~

~~B. Upon written request by the gun dealer, the sheriff may approve alternative security measures which he/she determines will provide equivalent or superior security to the premises as the measures required under subsection A above.~~

A. A Licensee must maintain at the Licensee's place of business an inventory list of Guns by make, model, and serial number, capable of being updated in real-time with each transaction. This inventory list must be made available for inspection upon request by the County or State, federal, or local law enforcement agency.

B. In addition to properly maintaining all records required by this Chapter and any applicable State and federal laws, a Licensee, upon purchasing, taking in trade, or accepting on consignment from the public a Gun of any type, must comply with the buy-form requirements of the State for the purpose of recording and furnishing to the Sheriff the required information relative to purchases, pledges, or consignments.

C. A Licensee must prepare and maintain a report of sales on an annual basis as follows:

1. Within the first five (5) business days of February of each year, a Licensee must prepare a report of all Gun sales by make, model, and serial number for the period of the immediately preceding calendar year;

2. The Licensee must maintain a copy of the annual report of sales at the business premises;

3. The report of sales must include a declaration stating that the report is true and correct with acknowledgement by Licensee's signature under penalty of perjury; and

4. The Licensee must maintain a copy of the report at the Licensee's place of business for a period of not less than five (5) years from the date of the report, and must make the copy available for inspection upon request by the County or State, federal, or local law enforcement agency.

D. A Licensee must comply with California Penal Code section 26885 regarding reporting the loss or theft of a firearm or Ammunition.

**SECTION 11.** Section 7.46.090 is hereby amended to read as follows:

**7.46.090** ~~Compliance by existing dealers.~~ **Inspection of Records and Premises.**

~~Any gun dealer licensed to engage in the sale of firearms prior to the effective date\* of the amendments to this chapter shall within 90 days after said effective date comply with the provisions of these amendments.~~

Upon the request of the Sheriff or a representative of the Sheriff, a Licensee must permit inspection of all records pertaining to the Licensee's transactions, including, but not limited to, all records required to be maintained by law, and those portions of the licensed premises where Guns, Gun parts, components, and accessories, and Ammunition are located.

**SECTION 12.** Section 7.46.095 is hereby deleted in its entirety.

~~**7.46.095** **Officers, employees and agents of gun dealers defined.**~~

~~Any reference in this chapter to an officer, employee or agent of a gun dealer shall apply only to those persons who directly participate in firearm sale transactions.~~

**SECTION 13.** Section 7.46.100 is hereby amended to read as follows:

**7.46.100** **Penalty. Liability Insurance.**

~~Any gun dealer violating the provisions of this chapter is guilty of a misdemeanor, punishable by a fine not to exceed \$1,000.00, or imprisonment for a term not to exceed six months, or both. This penalty is in addition to all other penalties provided by law, and to the immediate revocation of the gun dealer's license granted under this chapter.~~

A. A Licensee must carry and maintain in full force and effect throughout the term of a Business License a policy of insurance, as described in this Section, for the minimum insurance coverage type and limit requirements approved by the County Executive Office of Risk Management and executed by an insurance company admitted to do business in the State. The policy of insurance must insure the Gun Dealer against liability for damage to property and for injury to, or death of, any person as a result of the sale, lease, or transfer, or the offering for sale, lease, or transfer, of any Gun. The liability limit must be at least one million dollars (\$1,000,000) for each incident of damage to property or incident of injury or death to a person. The policy must name the County as an additional insured.

B. The policy of insurance must waive the rights of recovery of the Gun Dealer and its insurance company against the County for any loss arising from or relating to the Gun Dealer's activities. The Gun Dealer must execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

C. The policy of insurance must contain an endorsement providing that the policy cannot be canceled until notice in writing has been given to the Tax Collector at least thirty (30) days prior to the time the cancellation becomes effective.

D. If at any time the Licensee's policy of insurance expires, the Business License issued under this Chapter will be suspended pursuant to Division 1 of this Title.

**SECTION 14.** Section 7.46.110 is hereby amended to read as follows:

**7.46.110 ~~Severability~~ Security Requirements.**

~~If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter, and the application of such provision to other persons or circumstances, shall not be affected thereby.~~

A. No Business License or Renewal may be issued under this Chapter unless the Gun and Ammunition Dealer complies with the security measures required by this Chapter and applicable State and federal law. These security measures include, but are not limited to, the following:

1. Every place of Business licensed under this Chapter must be a secure facility within the meaning of California Penal Code section 17110;

2. The provision of adequate lighting; secure locks, windows, and doors; and fire and theft alarms, as specified and approved by the Tax Collector, County Fire, or Sheriff; and

3. The storing of all Guns and Ammunition on the premises out of reach of customers in secure, locked facilities, so that access to Guns and Ammunition is controlled by the Licensee or their employees to the exclusion of all others.

B. Upon written request by the Licensee, the Sheriff may approve alternative security measures determined by the Sheriff to provide at least equivalent security to the premises as the measures required under Subsection A above and the California Penal Code.

C. A Licensee must comply with California Penal Code sections 17110 and 26890 regarding securing inventory Guns and Ammunition when the Licensee is not open for business.

D. The Licensee must ensure that the business location or premises is monitored by video surveillance and audio recording systems that meet the following requirements:

1. The systems must include cameras, monitors, digital video and audio recorders, and necessary cabling to meet the requirements of this Section.

2. The number and location of the cameras are subject to the approval of the Sheriff. At a minimum, the cameras must be sufficient in number to monitor all areas in or on the business premises where Guns or Ammunition are stored, handled, sold, transferred, or carried, including, but not limited to, counters, safes,

vaults, cabinets, shelves, cases, entryways, and parking lots. The video surveillance system must operate continuously, without interruption, whenever the Licensee is open for business. Whenever the Licensee is not open for business, the system must be triggered by a motion detector and begin recording immediately upon detection of any motion within the monitored area.

3. The sale or transfer of Guns or Ammunition to persons who are not sworn peace officers must be recorded by the video surveillance system in such a way that the facial features of the purchaser or transferee are clearly visible when the recording is replayed. The sale or transfer of Guns or Ammunition to persons who are not sworn peace officers must be recorded by the audio recording system in such a way that the voices of the purchaser or transferee and the Licensee or Licensee's employee or agent are clearly audible when the recording is replayed.

4. When recording, the video surveillance system must record continuously and store color images of the monitored area at a frequency of not less than fifteen (15) frames per second. The system must produce retrievable and identifiable images and video recordings on media approved by the Sheriff that can be enlarged through projection or other means and that can be made a permanent record for use in a criminal investigation. The system must be capable of delineating on playback the activity in, and physical features of, the premises.

5. The stored images and audio recordings must be maintained on the business premises of the Licensee for a period of not less than one (1) year from the date of recording and must be made available and accessible to the Sheriff or other law



enforcement agency designated by the Tax Collector immediately upon request for review and copying, without the need for a search warrant, subpoena, or court order.

6. The video surveillance system and audio recording system must be maintained in proper working order at all times. If the system becomes inoperable, it must be repaired or replaced within seventy-two (72) hours. The Licensee must inspect the system at least weekly to ensure that it is operational and that images and voices are being recorded and retained as required by this Section. The Licensee must notify the Tax Collector and Sheriff if the system becomes inoperable as soon as practicable after discovering the inoperability. The Licensee must allow the Tax Collector or Sheriff to inspect the video surveillance system and audio recorder to ensure operability.

7. The Licensee must post a sign in a conspicuous place at each entrance to the premises that states in block letters not less than one (1) inch in height as follows:

THESE PREMISES ARE UNDER VIDEO AND AUDIO SURVEILLANCE.

YOUR IMAGE AND VOICE MAY BE RECORDED.

E. Where Gun or Ammunition sales activity is the primary business performed at the business premises, a Licensee or Licensee's agent or employee must not allow a minor under eighteen (18) years of age to enter into, or remain on, the premises unless accompanied by the minor's parent or legal guardian. Where Gun or Ammunition sales activity is not the primary business performed at the business premises, a minor under eighteen (18) years of age may enter into, or remain on, the premises unaccompanied by the minor's parent or legal guardian so long as all Guns

and Ammunition are wholly kept, displayed, or offered within a separate room or enclosure from which minors are excluded. A sign at each entrance to such a room or enclosure must be posted containing the language in Subsection E.2, below.

1. The Licensee is responsible for requiring valid proof of age and identity of persons to prevent the entry of minors. Valid proof of age and identity includes, but is not limited to, a passport, a motor vehicle operator's license, a State issued identification card, an armed forces identification card, or an employment identification card containing the bearer's signature, photograph, and birth date, or any similar documentation providing reasonable assurance of the identity and age of the individual.

2. The Licensee must post a sign in a conspicuous place at each entrance to the premises stating in block letters not less than one (1) inch in height as follows:

MINORS UNDER THE AGE OF 18 ARE NOT PERMITTED TO ENTER OR REMAIN  
ON THESE PREMISES UNLESS ACCOMPANIED BY A PARENT OR LEGAL  
GUARDIAN.

F. Where Gun and Ammunition sales activity is the primary business performed at the business premises, a Licensee or Licensee's agent or employee must not allow any person to enter, or remain on, the premises who the Licensee or the Licensee's agent or employee knows or has reason to know is prohibited from possessing or purchasing Guns under State or federal law. Where Gun or Ammunition sales activity is not the primary business performed at the business premises, a

Licensee or Licensee's agent or employee must not allow any person who the Licensee or Licensee's agent or employee knows or has reason to know is prohibited from possessing or purchasing Guns under State or federal law, or to enter the separate room or enclosure in which Guns and Ammunition are kept, displayed, or offered in accordance with this Section.

**SECTION 15.** Section 7.46.120 is hereby added to read as follows:

**7.46.120 Fingerprinting, Warning Notices and Signs, and Firearm Safety Devices.**

A. The sale or transfer of any Gun requires the purchaser or transferee to provide their right thumbprint on the California Department of Justice Dealer Record of Sale of Firearm worksheet signed by the purchaser or transferee. The thumbprint must be recorded at the time that the worksheet is signed by the purchaser or transferee. For sales or transfers of Ammunition, the thumbprint must be recorded in the manner prescribed by the Sheriff.

B. The thumbprint record for the sale or transfer of a Gun or Ammunition must be maintained on the premises of the Licensee for the same period that the Licensee is required to maintain the Dealer Record of Sale. Such record must be made available for inspection at any time during normal business hours in accordance with Section 7.46.090.

C. No person may knowingly fail to obtain a required thumbprint, or knowingly fail to maintain the record of a thumbprint required by this Section. No person may refuse to permit the Tax Collector, Sheriff, or other law enforcement agency

to examine any record prepared in accordance with this Section during any inspection conducted pursuant to Section 7.46.090, or refuse to permit access to, or the use of, any such record or information in such record by a law enforcement agency.

D. The requirements of this Section do not apply when the purchaser or transferee is any of the following:

1. Any person described in California Penal Code section 18800 or 30330;
2. Any off-duty peace officer who displays proper agency identification that identifies him or her as an active-service peace officer;
3. Any security guard licensed under California Penal Code section 26030(d); or
4. Any Gun Dealer who has been issued a federal firearms license, a certificate of eligibility by the State, and a Business License by the County.

E. A Licensee must comply with California Penal Code section 23640 regarding warning notices on firearm packaging and descriptive material accompanying firearms sold or transferred by a Licensee.

F. A Licensee must comply with California Penal Code section 26835 regarding the posting of warning signs with respect to gun safety, safe storage, access to firearms by minors, reporting loss or theft of a firearm, taking physical possession of a purchased firearm, and limitations on the purchase and delivery of firearms.

G. A Licensee must post warning signs conspicuously so that they can be easily viewed by persons to whom firearms are sold or transferred. Signs must be

posted by the entrance and in one additional location where sales occur. Each sign must be at least eight and a half (8.5) inches high by eleven (11) inches wide, written in black text not less than least one (1) inch high, against a white background, as follows:

WARNING: ACCESS TO A FIREARM IN THE HOME SIGNIFICANTLY INCREASES THE RISK OF SUICIDE, HOMICIDE, DEATH DURING DOMESTIC DISPUTES AND UNINTENTIONAL DEATHS TO CHILDREN, HOUSEHOLD MEMBERS AND OTHERS. IF YOU OR A LOVED ONE IS EXPERIENCING DISTRESS AND/OR DEPRESSION, CALL THE SUICIDE PREVENTION LIFELINE AT (800) 273-8255 OR THE NATIONAL SUICIDE HOTLINE AT 988.

H. For every Gun sold, leased, or transferred by a Licensee, the Licensee must comply with California Penal Code section 23635 by providing an approved firearm safety device upon delivery of the Gun to the purchaser, lessee, or transferee.

**SECTION 16.** Section 7.46.125 is hereby added to read as follows:

**7.46.125. Penalties and Enforcement.**

A. A violation of any provision of this Chapter is a ground for denial, revocation, or suspension of a Business License.

B. A violation of any provision of this Chapter is a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000) or by imprisonment in the County jail for not more than six (6) months, or by both fine and imprisonment. Each separate day, or portion of a day, during which any violation of this Chapter occurs or continues constitutes a separate offense punishable, upon conviction, as provided in this Subsection.

C. Any person who violates any provision of this Chapter may be subject to a civil action by the County, including, but not limited to, an injunction and other equitable remedies, and will be liable for a civil penalty of up to two thousand five hundred dollars (\$2,500) per violation, per day, as well as attorneys' fees. The entire amount of any civil penalty collected must be paid to the Tax Collector for deposit in the General Fund.

D. The penalties and remedies provided for in this Chapter are nonexclusive and are cumulative with any other remedy available to the County as provided for by law.

**SECTION 17.** Section 7.46.130 is hereby added to read as follows:

**7.46.130 Compliance by Existing Dealers.**

Any Gun and/or Ammunition Dealer in the Unincorporated Area of the County must, within one hundred and eighty (180) days of the effective date of this ordinance, apply for a Business License for each location pursuant to Division 1 of this Title.

**SECTION 18.** Section 7.46.140 is hereby added to read as follows:

**7.46.140 Severability and General Provisions.**

A. If any Section, Subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining provisions.

B. The Board of Supervisors hereby declares that it would have adopted this Chapter, Section, and each Subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion would subsequently be declared invalid or unconstitutional.

**SECTION 19.** Section 7.46.150 is hereby added to read as follows:

**7.46.150 Implementation.**

The Tax Collector is responsible for administration of this Chapter and promulgating regulations consistent with the provisions of this Chapter and the County Code.

**SECTION 20.** Section 7.46.160 is hereby added to read as follows:

**7.46.160 Effective Date.**

This ordinance will take effect thirty (30) days from the date of final passage by the Board of Supervisors.

[CH746EMCC]



# GUN & AMMUNITION DEALERS ORDINANCE

## TITLE 7 – BUSINESS LICENSES, CHAPTER 7.46

### BACKGROUND

- On September 13, 2022 and February 7, 2023, the Board of Supervisors (“Board”) directed the Treasurer and Tax Collector (“TTC”) to prepare an ordinance amending the County Code to enhance gun regulation for businesses in the County unincorporated areas.
  - Currently, there are eighteen (18) gun dealers and two (2) ammunition only dealers in the County unincorporated areas.
- The proposed ordinance amends the business license provisions of the Code (Title 7 – Business Licensing, Chapter 7.46 – Gun Dealers) to do the following:
  - Adds requirement that ammunition dealers obtain business license and requires them to comply with the same operational requirements applicable to gun dealers;
  - Restricts minors' presence in stores where guns and ammunition are sold;
  - Requires the maintenance of annual sales reports, a fingerprint log of all purchasers of guns and ammunition, and a weekly inventory report;
  - Requires security camera systems in furtherance of State Penal Code requirements; and
  - Requires signs be displayed at businesses where guns are sold with specific language, taken from the State Penal Code, warning customers about the risks associated with access to guns.

### OVERVIEW OF ORDINANCE AMENDMENTS

ORDINANCE AMENDMENT	DETAILS	SECTION
<b>Annual License Fee</b>	License fees to be updated to \$954 for initial License and \$577 for License renewal per A-C fee study (8/15/2023).	7.14.010
<b>"Ammunition Dealer"</b>	Defined in accord with Penal Code section 16151.	7.46.040.B
<b>Restriction of Minors' Presence</b>	Where Gun or Ammunition sales activity is the "primary" business performed on the premises, a minor is not allowed to enter into or remain on the premises unless accompanied by a parent or legal guardian. This restriction does not apply to general sporting goods or mixed-use stores. Conspicuous signage regarding the restriction on minors is required.	7.46.110.F
<b>Annual Sales Reports</b>	Dealers required to maintain annual sales reports and permit inspection of those reports by the TTC, Sheriff, or any other County Department or law enforcement agency.	7.46.080.C
<b>Inventory List Maintained in Real-Time</b>	Dealers required to maintain an inventory list by make, model, and serial number, capable of being updated in real-time with each transaction. This inventory list must be made available for inspection upon request by the Sheriff, Tax Collector, or other County Department or law enforcement agency.	7.46.080.A





# GUN & AMMUNITION DEALERS ORDINANCE

## TITLE 7 – BUSINESS LICENSES, CHAPTER 7.46

<b>Thumbprint Log</b>	Penal Code section 28160(b) already requires a gun purchaser to provide a thumbprint. The ordinance adds a thumbprint requirement for ammunition sales.	7.46.120.A, .B, .C
<b>Security Cameras/Recording Requirements</b>	Dealer location must be monitored by a video surveillance and audio recording system(s) pursuant to the Penal Code requirements for camera security systems.	7.46.110.D
<b>Gun Owner Responsibilities Notice</b>	Pursuant to Penal Code section 23640, a conspicuous warning notice must be in or on the packaging of every firearm.	7.46.120.E
<b>Signage / Gun Dangers Warning</b>	Dealers required to post signs to warn that access to guns in the home significantly increases the risk of suicide, homicide, death during domestic disputes and unintentional deaths, and to provide the Suicide Prevention Lifeline phone number and National Suicide Hotline phone number.	7.46.120.G
<b>Public Posting of Suspended or Revoked Licenses</b>	Requires the TTC to publicly post the names and addresses of Licensees who have their Business License suspended or revoked.	7.46.065 7.46.100
<b>Effective Date</b>	Ordinance becomes effective 30 days from the date of final passage, however, existing Gun Dealers must apply for a license within 180 days of the effective date.	7.46.190 7.46.130

### ENFORCEMENT/PENALTIES

- Failure to comply with the ordinance will result in revocation of Dealer's license.
- Violation of the Ordinance is a misdemeanor (LACC § 1.24.010) and pursuant to Government Code section 25132 and LACC Section 1.23.080, a violator may also be subject to a civil action by the County, including, but not limited to, an injunction and a civil penalty of up to \$2,500 per violation, per day, as well as attorneys' fees.

### COUNTY COUNSEL ASSIGNED:

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