



# Los Angeles World Airports

Board File

No. PIA-208

BOARD ORDER NO. AO-4798

ORDER AUTHORIZING A LEASE BETWEEN THE CITY OF LOS ANGELES AND SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY COVERING EFFLUENT DISPERSAL AND RELATED AGRICULTURAL PURPOSES AT PALMDALE REGIONAL AIRPORT.

Section 1. WHEREAS, there has been negotiated a Lease between the City of Los Angeles and Sanitation District No. 20 of Los Angeles County covering effluent dispersal and related agricultural purposes at Palmdale Regional Airport; and

WHEREAS, County Sanitation District No. 20 of Los Angeles County (District) has operated a sewage treatment plant and oxidation ponds on District owned land for more than three decades. When the Department of Airports acquired land for an airport in Palmdale in the 1960s and 1970s, we agreed to leave in place and not to acquire the District's sewer plant site, evaporative pond sites, and related pipeline and effluent treatment infrastructure. LAWA further agreed to cooperate with the District to permit effluent dispersal and mitigating agricultural development on approximately 2,500 acres of airport land, so long as operational requirements did not conflict with this interim land use. Subsequently, LAWA entered in a series of no rent operational agreements with the District authorizing the effluent dispersal and related agricultural land use. The most recent agreement for 12 years expired on March 1, 2001, during the ongoing negotiation process for a replacement lease; and

WHEREAS, development and implementation of airport marketing, operations and land use plans at PMD are proceeding. Potential land use conflicts with District operations have been identified. Due to long range planning for new airport facilities, the proposed lease has been written to protect LAWA's interests. First, for 320 acres closest to LAWA's proposed cargo and maintenance development areas, a one year notice to vacate may be given any time after the start of year five. Second, for the remainder of the Demised Premises, the District is provided only a guaranteed 10-year period of operation, which is the minimum time needed for the District to amortize costs associated with the groundwater quality protection measures that Lahontan has approved. Any time after the end of year five, LAWA may give the District a 5-year notice to vacate the demised premises if land is needed for airport purposes, thereby providing the District with a minimum 10-year term of operation; and

WHEREAS, the Lease contains a rental provision that varies from the adopted LAWA leasing policy. Section 3(j) "Annual Adjustment to Fair Market Rents" modifies the leasing policy regarding the Palmdale Regional Airport annual adjustment index to permit a flat rental for the first five years of the lease. To accomplish this, the "airport economic index" has been determined to be zero (0) for the first 5-year period. Actual market conditions evidenced by appraisals of other property at PMD support a decline in land values from 1992 to the present. Rather than face a negative index possibility, LAWA and the District staffs have agreed that a flat rate is mutually acceptable, until the first valuation reappraisal in five years. Regardless of the appraisal results, the annual rental rate throughout the term of up to 20 years may not be less than the \$60 per acre base market value rental rate charged during the initial 5-year period; and

LAX

Ontario

Van Nuys

Palmdale

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Board of Airport  
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Leland Wong

Lydia H. Kennard  
Executive Director

WHEREAS, the demised premises consist of:

320 acres in Section 9, T6N, R11W, S.B.M., subject to vacation after five years/rent payable for 301.6 acres at start of lease; rent payable on 18.4 acres upon start of effluent dispersal or agricultural operations at the end of 2003;

960 acres in Sections 10 and 11, T6N, R11W, S.B.M., subject to vacation after 10 years/rent payable at start of lease; and

1,400 acres in Sections 14, 15, and 16, T6N, R11W, S.B.M., subject to vacation after 10 years/rent payable starting in year six or upon start of effluent dispersal operations and/or agricultural operations, whichever occurs earlier; and

Total minimum leasehold acreage is 2,360 acres; maximum acreage is 2,680 acres; and

WHEREAS, minimum rent during the first 10 years of the Lease is \$1,049,792. If the lease continues through year 20, total minimum rent is \$2,465,792; and

WHEREAS, management anticipates that the Lease will generate a minimum 10-year income stream as follows:

Year 1:	1,261.60 acres x \$60/acre	=	\$ 75,696
	Less Rent Credit for Well Exploration	=	<u>40,000</u>
	Net Year 1 Income to LAWA	=	\$ 35,696
Year 2:	1,261.60 acres x \$60/acre	=	75,696
Years 3 - 5:	1,280.00 acres x \$60/acre x 3 years	=	230,400
Years 6 - 10:	2,360.00 acres x \$60/acre x 5 years	=	<u>708,000</u>
Total Anticipated Minimum Net Rental Income (NRI)		=	\$1,049,792

If LAWA allows land use for 20 years:

Years 11 - 20:	2,360 acres x \$60/acre x 10 years	=	<u>1,416,000</u>
Total Minimum NRI if lease continues for 20 years		=	\$ 2,465,792; and

WHEREAS, this Lease is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) as provided by Article VII, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines; and

WHEREAS, as a contract with another governmental entity, this Lease Contract with County Sanitation District No. 20 of Los Angeles County is statutorily exempt from coverage by the Service Contract Worker Retention and/or the Living Wage Ordinance; and

WHEREAS, the County Sanitation Districts of Los Angeles County (of which County Sanitation District No. 20 is a part) will submit an Affirmative Action Plan and will comply with the provisions of the Affirmative Action program; and

WHEREAS, according to the Tax and Permit Division of the Office of Finance, Sanitation Districts are exempted from paying Business Taxes. County Sanitation District No. 20 of Los Angeles County will file a Certificate of Exemption with the Tax and Permit Division; and

WHEREAS, County Sanitation District No. 20 of Los Angeles County will submit a completed Certificate of Compliance with Child Support Obligations; and

WHEREAS, County Sanitation District No. 20 of Los Angeles will submit acceptable evidence of Automobile and General Liability Insurance; the District will also submit acceptable evidence of self-insurance for Workers Compensation/Employer's Liability Insurance and Property Insurance; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 606;

NOW, THEREFORE, IT IS ORDERED that it is in the best interest of the City of Los Angeles to adopt the Staff Report, and to make and enter into said Lease, which is exempt from CEQA requirements, and the Lease as now before this Board is hereby approved, and the Executive Director of the Department of Airports is hereby authorized and directed to execute the Lease on behalf of this Board and the City of Los Angeles upon approval as to form by the City Attorney, and upon approval of this Order and said Lease by the City Council.

Section 2. IT IS FURTHER ORDERED that the Secretary of the Board is hereby directed to transmit to the City Council of the City of Los Angeles certified copies of this Lease, in accordance with Section 606 of the Charter of the City of Los Angeles.

Section 3. IT IS FURTHER ORDERED that the Secretary of the Board certify to the passage of this Order and cause the same to be published once in a newspaper of general circulation in the same manner as Ordinances of the City of Los Angeles are published.

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Board Order No. AO- 4798

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I hereby certify that the foregoing is  
a true and correct copy of Board Order  
No. AO- 4798 adopted by the Board of  
Airport Commissioners at a regular  
meeting held Tuesday, December 4, 2001.

A handwritten signature in black ink, appearing to read 'S. Miller', written over a horizontal line.

Sandra J. Miller – Secretary  
BOARD OF AIRPORT COMMISSIONERS

APPROVED BY CITY COUNCIL DEC. 19, 2001

CSD Contr#3801

LEASE BETWEEN THE CITY OF LOS ANGELES AND  
COUNTY SANITATION DISTRICT NO. 20 OF LOS  
ANGELES COUNTY FOR RECLAIMED WATER  
MANAGEMENT AT PALMDALE REGIONAL AIRPORT

Board File  
No. P1A-208

The CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners, as City, hereby leases to COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY, a special district organized under Health and Safety Code Section 4700, et seq., as District, the following described premises, for the term, at the rental and for the use hereinafter set forth, all subject to all applicable provisions of City's Standard Terms and Provisions, attached hereto and made a part hereof. In the case of any conflict between the terms of this Lease document and the terms of the Standard Terms and Provisions, the terms of this Lease document shall apply.

Sec. 1 Demised Premises: City hereby leases to District, and District leases from City, the area shown on Exhibit "A" hereto, at Palmdale Regional Airport ("Airport"), consisting of the following:

- (a) South 1/2 of Section 9 of Township 6 North, Range 11 West, S.B.M., containing a total of three hundred twenty (320) acres.

- (b) (i) Section 10 of Township 6 North, Range 11 West, S.B.M; and
- (ii) West 1/2 of Section 11 of Township 6 North, Range 11 West, S.B.M., containing a total of nine hundred sixty (960) acres.
- (c) (i) NW 1/4 of Section 14 of Township 6 North, Range 11 West, S.B.M.;
- (ii) West 1/2 of NE 1/4 of Section 14 of Township 6 North, Range 11 West, S.B.M.;
- (iii) SE 1/4 of NE 1/4 of Section 14 of Township 6 North, Range 11 West, S.B.M.;
- (iv) South 1/2 of Section 14 of Township 6 North, Range 11 West, S.B.M.;
- (v) Section 15 of Township 6 North, Range 11 West, S.B.M.; and
- (vi) NE 1/4 of Section 16 of Township 6 North, Range 11 West, S.B.M., containing a total of One Thousand Four Hundred (1,400) Acres.

The entire Demised Premises, as described in subsections (a)(b) and (c) of this Section 1 contain a total of two thousand six hundred eighty (2,680) acres, as delineated and outlined in red on Exhibit "A", a copy of which is attached hereto, marked

Exhibit "A" and incorporated by reference herein. Said Lease of the Demised Premises shall include the right to the use of all existing City improvements on the Demised Premises, including all water distribution facilities located on the Demised Premises. Said City improvements are described in Exhibit "B", which is attached hereto and incorporated by reference herein.

As a consequence of the development of alternative uses and/or the management of reclaimed water, District may reduce the Demised Premises, upon the giving of one (1) year's prior written notice to City, and the approval of the Executive Director, or designated representative, in his or her sole discretion, which approval shall not be unreasonably denied.

Sec.2. Term.

(a) The Term of this Lease shall be twenty (20) years, which shall commence on February 04, 200~~2~~<sup>2</sup>, and which shall terminate on February 03, 202~~2~~<sup>2</sup>; subject, however, to earlier termination as set forth below.

(b) This Lease may be terminated at any time upon the mutual written agreement of the parties hereto.

(c) This Section 2(c) pertains solely to the portion of the Demised Premises described in Section 1 (a) hereof.

Commencing with the start of the fifth year of the Term of this Lease, City shall have the right to give District one (1) year's advance written notice requiring District to vacate the portion of the Demised Premises described above in the first paragraph of this Section 2(c) if said Demised Premises are needed for use by the City.

(d) This Section 2(d) pertains to the portion of the Demised Premises described in Section 1 (b) and Section 1(c) hereof.

Commencing with the start of the sixth year of the Term of this Lease, City shall have the right to give District five (5) years' advance written notice requiring District to vacate the portion of the Demised Premises described above in the first paragraph of this Section 2(d), and move, at District's sole cost and expense, to an alternate site on the Airport, as designated by the Executive Director, or his or her designated representative, if the Demised Premises are needed for use by the City. City shall provide access to any alternate site for pipelines and motor vehicles. It is understood and agreed that District may only be required to move one time pursuant to this Section 2(d). If District moves at a time when the remaining Term of this Lease is less than ten (10) years, City agrees to extend the Term hereof so that the remainder of the Term, immediately following said move, is ten (10) years.



(e) District may terminate this Lease, upon the giving of one (1) year's advance written notice, or earlier notice with the payment in full of the rent otherwise payable for said one (1) year period, in the event that District's Chief Engineer and General Manager or authorized representative reasonably determines that using the Demised Premises for the management of reclaimed water is not economically feasible, given applicable Federal, State, County, district, and local water reuse and/or disposal requirements or rent.

Sec. 3     Rental.

(a). Demised Premises Described in Section 1(a) hereof.

For the initial five (5) years of this Lease, District shall pay, on the first day of each calendar month of the Term hereof, the sum of one thousand six hundred (\$1,600) dollars which represents the fair rental value of this portion of the Demised Premises.

(b). Demised Premises Described in Section 1(b) hereof

For the initial five (5) years of this Lease, District shall pay, on the first day of each calendar month of the Term hereof, the sum of four thousand eight hundred (\$4,800) dollars, which represents the fair rental value of this portion of the Demised Premises.

(c). Demised Premises Described in Section 1(c)  
hereof.

District shall not be required to pay rent for this portion of the Demised Premises until District begins to spread effluent onto any part of this portion of the Demised Premises or the commencement of the sixth year of the Term hereof, whichever occurs first.

During the months, if any, during the initial five (5) years of this Lease in which District is required to pay rent for this portion of the Demised Premises, District shall pay, on the first day of each such month of the Term hereof, the sum of six thousand two hundred (\$6,200) dollars, which represents the fair rental value of this portion of the Demised Premises.

(d) District expended the approximate sum of forty thousand (\$40,000) dollars because of the inclusion of the SE 1/4 of Section 4 of Township 6 North, Range 11 West, S.B.M., and the North 1/2 of Section 9 of Township 6 North, Range 11 West, S.B.M., in the District's required Farm Management Plan. Subsequent to the completion of the District's Farm Management Plan, said portions of Section 4 and Section 9, respectively, were removed from the Demised Premises herein, in order to accommodate the future needs of the City. Therefore, during each month of the first year of the Term hereof, the City shall grant to the District a Rent Credit in the sum of Three Thousand

Three Hundred Thirty Three Dollars and Thirty Three Cents (\$3,333.33).

(e) District agrees to make a good faith effort to lease the thirty (30) acres of the Demised Premises containing City-owned pistachio trees. It is agreed that the Sublease Agreement(s) with respect to said thirty (30) acres shall require that the sublessee(s) shall, as requested by the City, deliver to the City a portion of the harvest of pistachio nuts to be designated by the City, which portion shall not exceed 1/3 of the harvest. If District is unable to lease said thirty (30) acres, after a good faith effort to do so, District shall be under no obligation to harvest the pistachio nuts and deliver a portion of the harvest of pistachio nuts to the City. In addition, if District is unable to lease said thirty (30) acres, after a good faith effort to do so, the pistachio trees may be moved to another site on the Demised Premises by District, at its sole cost and expense.

The pistachio orchard is located in the West 1/2 of the SW 1/4 of the NW 1/4 and West 1/2 of the East 1/2 of the SW 1/4 of Section 10 of Township 6 North, Range 11 West, S.B.M., containing a total of approximately thirty (30) acres.

(f) Until existing agricultural leases between City and its tenants/farmers, occupying a portion of the Demised Premises, either expire or are terminated, or are converted to subleases

from the District, pursuant to Section 4(c) hereof, the monthly rent payable to City shall be reduced in proportion to the reduction in acreage due to any outstanding non-District leases in the Demised Premises.

(g) If District does reduce the Demised Premises, as described in Section 1 hereof, the rental for the Demised Premises shall be reduced in proportion to the reduction in acreage.

(h) Rental Adjustments. District acknowledges that this Lease is made and entered into subject to the provisions of Section 607(b) of the Los Angeles City Charter. In accordance with the requirements of said section, it is agreed that on March 1, 2006, and every five (5) years thereafter, the Lease Rental payable under this Section 3 shall be readjusted to a fair rental value based upon the then-current fair rental value of the Demised Premises as agricultural land (excluding therefrom the value of improvements placed in or on the Demised Premises by District for the benefit or use of District), considering the proposed agricultural use and the development thereof.

(i) Adjustment Procedures. Said Lease Rental adjustments shall be in accordance with the following procedure, to-wit:

(1) At least one hundred eighty (180) days prior to each of the readjustment dates specified above, the Executive Director and District's Chief Engineer and General Manager or authorized representative shall, by mutual written agreement, adjust the annual Lease Rental for the Demised Premises thereafter payable by District during the next successive five (5) year period, commencing the first day of the new five (5) year period, but in no event shall the amount of monthly Lease Rental be reduced below the original Lease Rental rate per acre set for the initial five-year period of this Lease.

(2) If the Executive Director and District's Chief Engineer and General Manager or authorized representative are unable to agree voluntarily upon an adjusted Lease Rental one hundred twenty (120) days prior to each of said readjustment dates, the monthly Lease Rental shall be determined as outlined below.

(2.1) An appraiser, who holds a current General Certificate issued by the California Office of Real Estate Appraisers and who shall be an Accredited Rural Appraiser (ARA) of the American Society of Farm Managers and Rural Appraisers, and has experience appraising rural and

agricultural properties, shall be selected by each of the parties. Either District's Chief Engineer and General Manager or authorized representative, or the Executive Director, when notified in writing by the other party to do so, shall deliver to the other party the name and address of such appraiser. The Executive Director shall immediately fix the time and place for a conference between the parties hereto and their appraisers. At such conference, the parties shall agree upon the general instructions to be given to said appraisers. These general instructions shall be consistent with the provisions herein, but shall not, unless agreed to in writing by the Executive Director and District's Chief Engineer and General Manager or authorized representative, place any limitations upon the appraisal techniques to be employed by the appraisers in evaluating the fair rent provided for hereunder, except that the determination of the fair rental value shall be based on the present and future use as irrigated agricultural land and shall specifically exclude District's improvements, if any, placed in or on the Demised Premises, District's personal property and fixtures, and structures and facilities added by District in connection with the making of District's improvements, if any.

(2.2) Each of the two (2) appraisers shall, not later than ninety (90) days prior to the specific adjustment date involved, submit one (1) copy of their respective appraisal in its entirety to District and another copy to City. Each party shall pay the fee of the appraiser that it selects. The Executive Director or the authorized representative of the Executive Director and District's Chief Engineer and General Manager or authorized representative shall, immediately upon receipt of copies of the two (2) appraisals, by written notice, fix a time and place for a conference between District's representatives, representatives from City, and the two (2) appraisers. Those in attendance at the conference shall endeavor to voluntarily reach an agreement on the adjusted Lease Rental.

(2.3) If the parties cannot agree on the adjusted Lease Rental, the two appraisers shall select a third appraiser, who shall hold a current General Certificate issued by the California Office of Real Estate Appraisers and who shall have MAI designation by the Appraisal Institute and ARA designation by the American Society of Farm Managers and Rural Appraisers, and shall have

experience appraising rural and agricultural properties. City and District will request that the selected appraiser prepare a third appraisal. The third appraiser will be provided copies of the original two appraisals. Upon completion of the third appraisal, District and City shall each pay one-half (1/2) of the third appraisal fee. If, for any reason, the selected appraiser is unable to prepare the third appraisal, an alternate appraiser shall be selected by the two prior appraisers.

(2.4) If the representatives of District and City are still unable to reach agreement on the adjusted Lease Rental, or if the two appraisers cannot agree on the choice of a third appraiser, then all of the appraisal reports and any other relevant material shall be furnished to Board and said parties shall have the right to make oral presentations to Board during one of its meetings, the date of which shall be selected by the Executive Director with at least three (3) days written notice to District. Board shall review all facts and evidence submitted to it and shall then prescribe the adjusted Lease Rental to apply throughout the respective adjustment period provided that such Lease Rental shall not exceed the higher (highest) appraisal submitted. Nothing herein shall prejudice the



right of District to contest, in the appropriate forum, such adjusted Lease Rental in the event Board may have acted arbitrarily or unreasonably or if the rental rates set by Board are other than fair or reasonable.

(2.5) If, by the date set for rental readjustment, there has been a failure or refusal by either the Executive Director or District's Chief Engineer and General Manager or authorized representative to appoint an appraiser or to submit an appraisal report after the appraiser has been appointed, such failure or refusal shall constitute a waiver of that party's right to submit an appraisal or to object to or challenge the appraisal of the party submitting an appraisal, and, at the option of the complying party, such party may elect to proceed with the Lease Rental readjustment with the single appraisal report being utilized. If neither party has timely complied with the Lease Rental readjustment procedure, then the parties can renegotiate the time periods for said appraisal in order that readjustment of the Lease Rental as described above can occur on the date specified. It is agreed that failure by the parties to timely comply with the Lease Rental readjustment procedures herein shall not be construed to constitute a waiver of the right of City to a

Lease Rental readjustment at each applicable Lease Rental adjustment date throughout the term of this Lease.

(2.6) In the event such readjustment of rent shall not have been completed prior to the commencement of the respective period involved, District shall continue to pay Lease Rental as set in the preceding period at the intervals and the manner fixed for such preceding period, and if such Lease Rental is thereafter fixed or readjusted in a different amount, such new Lease Rental shall take effect retroactively to the beginning of the readjustment period. District shall pay to City that sum which is accrued as a result of such retroactive application no later than thirty (30) days after District receives notice of such readjustment. In the event of a decrease in Lease Rental, subject to the reduction restrictions provided in subsection 3 (h) (1) above, City will issue an immediate rent credit to District.

(2.7) It is understood and agreed that the Lease Rental will, without exception, be adjusted as of the dates described herein. Accordingly, any deviation from the adjustment procedure shall not be used by either party as

an excuse to avoid or delay the rental adjustment as of said dates.

(j) Annual Adjustment to Fair Market Rents.

Each year in which a fair rental value is not established through the above-described appraisal process, such fair rental value shall be adjusted by an index. The index for aeronautical properties at each airport, the "airport economic index" shall be computed in part on changes in economic conditions and in part on changes in activity at the Palmdale Regional Airport, as established by executive directive. The adjustment shall be established by the Board in the annual LAWA budget process. It is agreed by the parties hereto that, during the first five (5) years of the Term hereof, the index for this now commercial/non-industrial agricultural lease shall be zero (0).

Sec. 4. Use of the Demised Premises

(a) District shall use the Demised Premises and City's improvements thereon for reclaimed water operations, including, but not limited to, reclaimed water in excess of that which may be required at the Palmdale Water Reclamation Plant ("Palmdale WRP") (such as landscape, wash water, etc.) which results from the treatment of a maximum average annual influent flow to the Palmdale WRP of up to 25 mgd (millions of gallons per day

[mgd])(average annual reclaimed water effluent flow of 24 mgd). The reclaimed water provided by the District shall be secondary treated, oxidized wastewater effluent, in accordance with Section 7 hereof; provided, however, that nothing herein shall prevent the District from providing tertiary treated water.

(b) District may use reclaimed water for agricultural irrigation or for any other suitable uses approved by the Department of Health Services (DHS) per Title 22 of the California Administrative Code.

(c) District may sublease to others all or portions of the Demised Premises for agricultural production, subject to the prior, written consent of the Executive Director or his or her designated representative, which shall not be unreasonably withheld or unreasonably delayed.

(d) City shall not be charged for the secondary reclaimed water which is delivered by the District to the Demised Premises.

(e) District shall be responsible for metering the effluent flow from the Palmdale WRP and for submitting to City a monthly report setting forth the amount of effluent delivered to the Demised Premises during the previous month.

(f) Consistent with the frequency required by the Palmdale Water Reclamation Plant's Waste Discharge Requirements, District shall extract samples of the effluent placed on the Demised Premises. Said samples shall be analyzed and, within sixty (60) days thereafter, a report shall be given to the City setting forth the chemical content of the effluent, including trace elements.

(g) Nothing contained herein shall preclude the District from selling or providing reclaimed water from the Palmdale Water Reclamation Plant to other parties, including, but not limited to, any municipal corporation.

(h) City shall be granted the right of first refusal with respect to any tertiary-treated reclaimed water made available by District. City must exercise its right of first refusal within sixty (60) days of the date on which the District circulates a plan to provide tertiary-treated reclaimed water. Upon exercising its right of first refusal, City must enter into a formal contract with District within one hundred eighty (180) days for the use of the tertiary-treated reclaimed water. City must begin using the tertiary-treated effluent within one year of the date upon which the District first makes such water

available. City's right of first refusal is limited only to water it may use on its properties in the Antelope Valley.

If, at any time, City wishes to purchase tertiary-treated effluent from District, City shall pay the current rate for this water as determined by the District's reclaimed water pricing policy in effect at the time the City exercises its right of first refusal.

If City does not exercise its right of first refusal or begin using the tertiary-treated effluent within the prescribed time, or does not enter into a contract to use the entire quantity of effluent available, District shall be free to enter into agreements with other parties for the use and/or sale of tertiary-treated effluent not committed to City.

If, at some point after City's right of refusal expires, City wishes to obtain tertiary-treated effluent from District, City may enter into an agreement with District for purchase of tertiary-treated effluent that is not already committed to other parties.

Sec. 5. Points of Connection for Reclaimed Water.

District shall maintain the points of connection to the reclaimed water conveyance system. New points of connection may

be added by the District during the Term of this Lease with the prior, written approval of the Executive Director or his or her designated representative, which shall not be unreasonably withheld or unreasonably delayed.

Sec. 6. Operation and Maintenance of Reclaimed Water Facilities. District shall bear all permit, operation and maintenance costs of the reclaimed water conveyance system.

Sec. 7. Conditions, Regulations and Requirements Governing Use of Reclaimed Water and the Demised Premises. District agrees that all reclaimed water delivered to, and managed at, the Demised Premises shall comply with all Federal, State, County, district and local water reuse and effluent disposal requirements including, but not limited to, regulations set by the County of Los Angeles, Department of Health Services; the State of California, Department of Health Services; and the California Regional Water Quality Control Board, Lahontan Region, as all such provisions are existing now or in the future, as they relate to the performance of this Lease. District shall fully comply with any Board Order adopted by the California Regional Water Quality Control Board, Lahontan Region, for the Palmdale Water Reclamation Plant. The most

recent Board Order, No. 6-00-57, dated June 14, 2000, is attached hereto and marked Exhibit "C".

District shall be responsible for all water quality matters with respect to the Lease. District shall manage, maintain, monitor and prepare reports, with respect to its use and disposal of reclaimed water at the Demised Premises and at any alternate leasehold, to ensure that District's operations do not adversely impact ground water quality and create or increase ground water pollution. Said management, maintenance, monitoring and reports shall be at District's sole cost and expense. District shall eliminate or control any nuisance conditions caused by the use of the Demised Premises. District shall use said reclaimed water only for those uses or purposes which are permissible under the law and the regulations of the appropriate regulatory agencies.

District shall monitor the quality of ground water, both up gradient and down gradient of the Demised Premises, in accordance with a plan approved by the City. Monitoring shall be conducted at a minimum of once every six (6) months.

District shall submit a monitoring plan to the City for review and approval by the Executive Director or his or her



designated representative within sixty (60) calendar days of the execution of this Lease. Said approval shall not be unreasonably withheld. The monitoring plan shall present the number and location of monitoring wells, the frequency of sampling and the proposed list of constituents to be sampled. The list of constituents shall include the proposed type of analysis, method of detection and practical quantification limits. The plan shall also contain an appropriate Quality Assurance/Quality Control element.

The District agrees to continue monitoring for a period of five (5) years following expiration or earlier termination of this Lease. In addition, should the District relocate operations, or reduce the Demised Premises, as provided elsewhere in this Lease, District shall continue monitoring of the abandoned site(s) for a minimum of five (5) years thereafter.

District shall implement any conditions, in addition to those specified above, which may be stipulated by the California Regional Water Quality Control Board, Lahontan Region, and/or other government agencies having jurisdiction, including but not limited to, cleanup orders from any government agency.

Sec. 8. Termination and Non-Renewal of Unacceptable Leases. Following execution of this Lease, City shall either terminate or fail to renew any then-existing agricultural leases within the Demised Premises which are determined by District and Executive Director or his or her designated representative to be unacceptable or, for any other reason, appropriate to terminate or fail to renew. Unacceptable agricultural leases may include, but not be limited to, agricultural operations which apply fertilizers above reasonable agronomic rates and/or do not use reclaimed water. Upon written notice from District, and the agreement of the Executive Director or his or her designated representative, City shall terminate, at the earliest possible time, any existing leases within 1/2 mile of the Demised Premises, if, in District's best judgement, the activities by said lessees cause, or threaten to cause, groundwater pollution, as defined in the California Water Code. District shall reimburse City for City's reasonable administrative expenses incurred in terminating any of said agricultural leases.

Sec. 9. Resolution of Water Quality Disputes. The resolution of any disputes between the parties as to the quality of the reclaimed water shall be funded by the District. The resolution shall include, but not be limited to, the testing of the reclaimed water.

Sec. 10. Hold Harmless/Indemnification. District shall indemnify, defend, keep, and hold City, including Board, and City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of District, sustained in, on, or about the Demised Premises or arising out of District's use or occupancy of the Demised Premises, as a proximate result of the acts or omissions of District, its agents, servants, or employees, including, but not limited to, any contamination resulting from District's operations. It is understood and agreed that the City shall have no liability or costs, as a land owner, with respect to all of the District's activities on the Demised Premises. The terms of this Section 10 shall apply to all third party claims and Orders of the California Regional Water Quality Control Board and any other governmental authority. Paragraphs 8 and 15 of the Standard Terms and Provisions, applying to environmental and regulatory requirements, are incorporated into this Section 10.

City shall indemnify, defend, keep and hold District, including its Board of Directors, officers, agents, servants and employees, harmless from any and all costs, liability, damage or

expense (including costs of suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of City, sustained in, on, or about the Demised Premises and arising as the proximate result of the acts or omissions of City, its Board, officers or employees.

Sec. 11. Taxes and Expenses. City shall pay the property taxes on its interest in the Demised Premises. District shall pay all Possessory Interest Taxes and all other taxes and expenses of whatever character that are attributable to the District's occupation and use of the Demised Premises and as the same are more fully set forth in paragraph 10 of the City's Standard Terms and Provisions, which are attached hereto, including, but not limited to, Possessory Interest Taxes, pumping costs, costs to level the land and remove debris and vegetation, utilities and insurance.

Sec. 12. Equipment and Materials. District, or its sublessee, may place on, and remove from, the Demised Premises, all or some of the following:

- (a) Temporary Storage Structures;
- (b) Mobile Home(s) to Domicile a Caretaker(s); and

(c) Fencing, Machinery, Fuel Tanks, Pumps, Irrigation Equipment, and other materials required to operate on the Demised Premises, subject to the prior, written approval of the Executive Director, or his or her designated representative, which shall not be unreasonably withheld or unreasonably delayed.

Pre-approval of minor improvements and any electrical work pertaining thereto, such as monitoring wells and protective concrete pads, for wells, and center pivots and booster pumps, at the Demised Premises, is not required, subject to the following conditions:

1. District shall obtain all required construction permits from the California Regional Water Quality Control Board, Lahonton Region, the County of Los Angeles Building Department and any other government agency from which permits are required.

2. District shall submit to the Executive Director the types and numbers of sets of completed permits and as-build drawings as are determined to be required by the Executive Director or his or her designated representative.

Upon expiration or earlier termination of this Lease or upon earlier vacation of the Demised Premises by the District, District shall remove all equipment and material placed by

District on the Demised Premises. If mutually agreed upon by City and District, District may abandon in place any portion or all equipment and material placed by District on the Demised Premises.

Additions or alterations may be made to the reclaimed water conveyance system (effluent pipelines) by the District during the Term of this Lease with the prior, written approval of the Executive Director or his or her designated representative, which shall not be unreasonably withheld or unreasonably delayed. Unless otherwise provided, all facilities constructed by District shall be owned and maintained by District during the term of this Lease. Title to said additions and/or alterations shall pass to the City upon expiration or earlier termination of this Lease, unless the Executive Director or his or her designated representative, at the time of said expiration or earlier termination, shall indicate in writing that the City declines to take Title to any or all of said additions and/or alterations.

Sec. 13. Lease Contains Entire Agreement. The provisions of this Lease Agreement contain the entire agreement between the parties hereto and may not be changed or modified in any manner except by written amendment fully executed by City and District.

IN WITNESS WHEREOF, City has caused this Lease to be executed by the Executive Director of its Department of Airports and District has executed the same all as of the day and year first hereinabove written.

DATE: February 04th, 2001

APPROVED AS TO FORM  
Rockard J. Delgadillo  
City Attorney

Date: DECEMBER 6, 2001

By: James J. Seitzer  
DATE: ASSISTANT CITY ATTORNEY, 2001.

CITY OF LOS ANGELES

[Signature]  
Executive Director  
Department of Airports

COUNTY SANITATION DISTRICT  
NO. 20 OF LOS ANGELES COUNTY

By [Signature]  
James C. Leaford, Jr.

Chairperson

April 25, 2001

APPROVED AS TO FORM  
KNAPP, MARSH, JONES & DORAN, LLP

By [Signature]  
District Counsel  
Thomas A. Doran

ATTEST:

By M. Alma Horvath  
Secretary  
M. Alma Horvath

[177609.02] Rev 04/13/01  
JLS

27

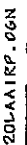
The within instrument approved by  
the Council of the City of Los  
Angeles at its meeting of

DEC 19 2001

By [Signature]  
Deputy



## Exhibit A





City Improvements on the Demised Premises  
Exhibit B

1. Reclaimed Water Distribution System Underground Pipeline.
2. Reclaimed Water Distribution System Booster Pump.
3. Reclaimed Water Distribution System Booster Pump Filter Bank.
4. Reclaimed Water Distribution System Temporary, Aboveground, Pipeline Serving Pistachio Orchard.
5. Currently inactive groundwater wells that the District may use for monitoring purposes.



**California Regional Water Quality Control Board**  
**Lahontan Region**



Winston H. Hickox  
Secretary for  
Environmental  
Protection

Victorville Office  
Internet Address: <http://www.swrcb.ca.gov/rwqcb6>  
13428 Civic Drive, Suite 100, Victorville, California 92392  
Phone (760) 241-6583 • FAX (760) 241-7308

Gray Davis  
Governor

June 27, 2000

Charles W. Carry, General Manager  
County Sanitation District of Los Angeles County  
PO Box 4998  
Whittier, CA 90607-4998

WDID NO. 6B190107069

Dear Mr. Carry:

**ADOPTED REVISED WASTE DISCHARGE REQUIREMENTS FOR LOS  
ANGELES COUNTY SANITATION DISTRICT NO. 20 AND THE CITY OF LOS  
ANGELES WORLD AIRPORTS; PALMDALE WATER RECLAMATION  
PLANT, LOS ANGELES COUNTY**

**ADOPTED BOARD ORDER NO. 6-00-57**

Enclosed is a copy of Board Order No. 6-00-57 which was adopted at the Regional Board meeting held in Bishop, California on June 14 and 15, 2000.

Sincerely,

Rebecca Phillips  
Office Technician

Enclosure

*California Environmental Protection Agency*



Recycled Paper

Exhibit C

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION

BOARD ORDER NO. 6-00-57  
WDID NO. 6B190107069

REVISED WASTE DISCHARGE REQUIREMENTS  
FOR

LOS ANGELES COUNTY SANITATION DISTRICT NO. 20 AND  
THE CITY OF LOS ANGELES WORLD AIRPORTS  
PALMDALE WATER RECLAMATION PLANT

Los Angeles County

The California Regional Water Quality Control Board, Lahontan Region (Regional Board) finds:

1. Discharger

Mr. Charles W. Carry, Chief Engineer and General Manager of the County Sanitation Districts of Los Angeles County submitted a complete Report of Waste Discharge for the Los Angeles County Sanitation District No. 20 (LACSD) Palmdale Water Reclamation Plant (PWRP) on January 31, 2000. The City of Los Angeles World Airports (LAWA), previously the City of Los Angeles Department of Airports, is the land owner of the wastewater disposal/water recycling site. For the purposes of this Regional Board Order (Order), LACSD and LAWA are collectively referred to as the "Dischargers." For the purposes of wastewater reclamation (water recycling hereinafter), LACSD is designated as the "Producer" and LAWA is designated as the "Primary User." "Secondary Users" lease property from LAWA and apply a portion of the recycled water to various crops. Some lessees use only agricultural well water for irrigation supply. Secondary users are subject to change and are not named herein as Dischargers.

As the landowner, LAWA is a responsible party for the discharge and any condition or threatened condition of pollution or nuisance resulting from the discharge. Naming LAWA as a Discharger in this Order is consistent with past determinations by Regional Boards and the State Water Resources Control Board (SWRCB) in naming landowners as Dischargers. If LACSD fails to meet the requirements of this Order or future potential enforcement Orders with respect to wastewater disposal on LAWA land, the Regional Board will look to LAWA to meet and/or complete the requirements of this Order and/or potential future enforcement Orders. Before LAWA is required to meet and/or complete such requirements, LAWA will be so informed of such requirements in writing by the Regional Board Executive Officer, and a new time schedule for compliance with such requirements will be formally established. Hereinafter, the term "Dischargers" will be used to signify the scheme of primary responsibility for LACSD with respect to operation, monitoring and reporting for the collection and treatment system and disposal operations, and secondary responsibility for LAWA for disposal and water recycling operations, monitoring and reporting to implement this Order. LAWA, the Primary User, is responsible for the water quality effects and operations of its lessees, the unnamed Secondary Users for water recycling activities.

2. Location

The treatment and disposal and water recycling facilities are located approximately two miles northeast of central Palmdale, in the Lancaster Hydrologic Area of the Antelope Hydrologic Unit within portions of Sections 3, 9, 10, 11, 16, and 20, T6N, R11W, SBB&M as shown on Attachment "A", which is made a part of this Order. Primary treatment facilities are located at the LACSD's 30th Street East site. LACSD's approximately 170 acres of oxidation ponds are located at the 30th and 40th Street East sites. LACSD and LAWA are currently engaged in negotiations, which may result in changes in the disposal site(s) location(s). This move to an alternate disposal location is not expected to occur until at least five to ten years, pending agreement between the Dischargers.

3. Permit History

The Regional Board previously established Waste Discharge Requirements (WDRs) for LACSD under Board Order No. 6-93-18, which was adopted on March 11, 1993. The Regional Board previously adopted water recycling requirements (WRRs) for LAWA under Board Order No. 6-90-64, which was adopted on October 11, 1990.

4. Reason For Action

The Regional Board is revising Waste Discharge Requirements (WDRs) in accordance with a Statewide program to review and update WDRs and WRRs, to combine the previous WDRs and WRRs into one Board Order, and to address a threat to ground water quality beneath the disposal/water recycling site.

5. Description of Palmdale WRP

The PWRP currently collects, treats, and disposes of an average of 8.2 mgd of domestic wastewater generated from a population of approximately 125,000. Secondary wastewater treatment is provided by primary sedimentation tanks, anaerobic digesters, and six active oxidation ponds (approximately 170 acres). A seventh oxidation pond (Pond No. 1) is currently not in use, but the structure remains intact and operational. The oxidation ponds are underlain by low permeability native soils. Additional treatment is provided by the oxidation pond aeration system. Sludge from the anaerobic digesters is dried in drying beds and hauled off site for disposal. In 1993, the Facility's design capacity was increased from 8.0 to 15.0 million gallons per day (mgd). The major features of the expansion project included five primary sedimentation tanks, two digesters, additional oxidation pond aerators, additional effluent disposal pipeline, additional ground water monitoring wells and general upgrades of plant infrastructure systems. Typically, due to seasonal pond turn over, higher BOD values exceeding the limits in this Order are experienced in the spring and fall.

6. Disposal/Water Recycling Operations

The Primary User (LAWA) receives the recycled water of which a portion is subsequently distributed to Secondary Users (users who lease portions of the primary user's water recycling site for application of recycled water for agricultural purposes). Undisinfected treated effluent from the LACSD's 30th and 40th Street East site is conveyed by two gravity pipelines and a force main to the LAWA disposal/water recycling sites where effluent is discharged to land surface spreading (no crops grown on the landspreading site) and a portion is used to surface irrigate pasture, fodder and barley crops, pistachio trees, chestnut trees, Christmas trees and various other types of trees harvested for firewood. In 1999, approximately 7.72 mgd (99 percent) was disposed by landspreading, and 0.08 mgd (1 percent) was recycled as crop irrigation supply water. All crop harvesting is conducted by personnel employed by the primary or secondary users of recycled water, after harvest areas have been allowed to dry. Recently, a new crop of barley was planted at the disposal site, all of which uses recycled water. Accordingly, the current use of recycled water for crop irrigation is significantly greater than that reflected above (approximately 5 to 10 percent of the plant effluent). The capacities of the two gravity pipelines are 1.0 mgd and 3.1 mgd. The force main capacity is 16 mgd. The area available for water recycling is 2,560 acres. LACSD is currently negotiating with LAWA to provide additional and/or alternative areas for effluent disposal and water recycling. On March 14, 1989 the LAWA entered into an agreement with LACSD to use up to 9.5 mgd of recycled water at the LAWA Irrigation Site through March 1, 2001. The projected maximum flow now proposed to be disposed/recycled is 15.0 mgd. LACSD is currently negotiating with LAWA to provide additional and/or alternative areas for effluent disposal and water recycling. The LAWA disposal/water recycling site, received an average of 7.8 mgd of treated secondary effluent from the LACSD PWRP in 1999.

The Dischargers are discussing a potential shift in disposal operations to maximize water recycling for agricultural use. The current agreement between the Dischargers for the acquisition and conveyance of recycled water will expire March 1, 2001. Negotiations underway to renew this agreement will define the authority and scope of the Dischargers to implement changes in water recycling and disposal operations.

7. Water Recycling Criteria

Regulations set forth by the State Department of Health Services in Chapter 3 (Water Recycling Criteria), Title 22, Division 4, California Administrative Code require that sewage effluent which is used to irrigate fodder and fiber crops, and orchards where fruit does not contact irrigation waters must have a quality at least equivalent to that of primary effluent. Effluent limits contained in these revised waste discharge requirements are set at levels which require that all wastewater discharged to the LAWA water recycling site receive a secondary level of treatment to protect ground water quality. Treated effluent discharged to the water recycling sites will therefore be of higher quality than required by the State Department of Health Services.

8. Department of Health Services Consultation

In accordance with Section 13523 of the California Water Code, the Regional Board consulted with and received the recommendations of the State Department of Health Services concerning water recycling requirements, which are incorporated within the Order.

9. Authorized Disposal/Water Recycling Sites

The LAWA land spreading and water recycling sites described in Finding Nos. 2 and 6, and as shown on Attachment "A," are the only authorized disposal/water recycling sites.

10. Geohydrology

Soils of low permeability underlie portions of the oxidation pond sites. It is not conclusively known whether the low permeability soils are continuous under the oxidation ponds or whether these soils retard the percolation of effluent towards the ground water. A ground water monitoring program has been included in the monitoring and reporting program. The program is being used to determine if wastewater is percolating from the unlined oxidation ponds to ground water. Depth to ground water in the vicinity of the oxidation ponds is estimated to be 350 to 400 feet; and at the water recycling site, depth to ground water is estimated to be 260 to 400 feet. Background water quality in the area, represented by monitoring well MW1 is excellent with the 1999 average total dissolved solids occurring at concentration of approximately 150 mg/L and an average nitrate as N concentration of approximately 0.26 mg/L.

11. Ground Water Quality Degradation

Monitoring wells MW4 and MW18 in the disposal/water recycling agricultural irrigation area indicate elevated total dissolved solids (TDS) and nitrate ( $\text{NO}_3\text{-N}$ ) concentrations. Values of  $\text{NO}_3\text{-N}$  in these wells had exceeded the drinking water maximum contaminant level (MCL) of 10 mg/L but have dropped to less than the MCL for more than a year and are declining. Local ground water quality degradation has occurred, which appears to be associated with treated wastewater landspreading disposal practices and irrigated agriculture operations. Additionally, lysimeter TDS and  $\text{NO}_3\text{-N}$  data from the vadose zone indicate a condition of threatened pollution exists in the effluent landspreading disposal area and irrigated agricultural areas. The concentrations decrease with depth and extend beneath both the effluent landspreading disposal area and non-effluent irrigated agricultural area. Agricultural practices by application of fertilizers and/or soil amendments to the area irrigated with recycled water or agricultural water supply well water may contribute to the ground water quality degradation and condition of threatened pollution if not managed properly. This Board Order contains requirements and time schedules to expand the degraded water plume investigation, develop and implement a corrective action plan, an effluent management plan, and a farm management plan to mitigate water quality degradation and reduce the threatened pollution of ground water.

12. Land Ownership

The Discharger's wastewater disposal/water recycling site is located on land owned by LAWA. The treatment facilities and oxidation ponds are located on land owned by the LACSD.

13. Lahontan Basin Plan

The Regional Board adopted a Water Quality Control Plan for the Lahontan Region (Basin Plan) which became effective on March 31, 1995, and this Order implements the Plan, as amended.

14. Beneficial Uses

The beneficial uses of the ground waters of the Lancaster Hydrologic Area of the Antelope Hydrologic Unit as set forth and defined in the Water Quality Control Plan for the Lahontan Region are:

- a. municipal and domestic supply (MUN);
- b. agricultural supply (AGR);
- c. industrial service supply (IND); and
- d. freshwater replenishment (FRSH).

15. California Environmental Quality Act (CEQA) Compliance

These WDRs govern an existing Facility, which the Dischargers are currently operating. The project consists only of the continued operation of the Facility and is therefore categorically exempt from provisions of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in accordance with Section 15301 of the CEQA Guidelines.

16. Notification of Interested Parties

The Regional Board has notified the Discharger and interested agencies and persons of its intent to update waste discharge requirements for the discharge.

17. Consideration of Public Comments

The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge.

IT IS HEREBY ORDERED that the Discharger shall comply with the following:

I. DISCHARGE SPECIFICATIONS

A. Effluent Limitations

1. The flows of wastewater to the secondary treatment and disposal facilities shall not exceed the following limits:

<u>Average<sup>1</sup></u> <u>Daily Flow (MGD)</u>	<u>Maximum</u> <u>Instantaneous Flow (MGD)</u>
15.0	37.5

2. All effluent discharged to the authorized disposal/water recycling sites shall not contain concentrations of parameters in excess of the following limits:

<u>Parameter</u>	<u>Units</u>	<u>30-Day Mean<sup>2</sup></u>	<u>Maximum</u>
BOD <sup>3</sup>	mg/L	30	45
Methylene Blue Active Substances	mg/L	1.0	2.0

3. All effluent discharged to the authorized disposal/water recycling sites shall have a pH of not less than 6.0 pH units nor more than 9.0 pH units.
4. All effluent discharged to the authorized disposal/water recycling sites shall have a dissolved oxygen concentration not less than 1.0 mg/L.

B. Water Recycling Requirements

The water recycling requirements are consistent with the California Department of Health Services (CDHS) Water Recycling Criteria in accordance with proposed Water Recycling Regulations.

1. The recycled water shall be confined to those lands described in Findings Nos. 2 and 6 of this Order. A revised engineering report shall be submitted for approval and these WDRs revised prior to discharged to any proposed areas unauthorized herein.
2. Discharge of recycled water to the Little Rock Wash is prohibited.
3. Discharge of recycled water, or runoff commingled with the recycled water, from the authorized water recycling site is prohibited.
4. No sod or food crop, with the exception of nut bearing or ornamental trees as specified in Water Recycling Requirement Nos. 5-6 below, shall be irrigated with recycled water. The Primary User must submit a revised engineering report for water recycling and revised water recycling requirements must be issued by the Regional Board before the application of recycled water to any existing or future sod or food crop may occur.
5. The spray irrigation of nut bearing or ornamental trees and/or the harvesting of nuts from the ground surface is prohibited.

1 The arithmetic mean of total daily flow values for each month.

2 The arithmetic mean of lab results for effluent samples collected in a period of 30 consecutive days.

3 Biochemical Oxygen Demand (5 day, 20°C of a filtered sample).



6. Christmas trees flood irrigated with recycled water shall be harvested no earlier than 30 days after the cessation of irrigation with the recycled water. The trees shall be cut at a point on the trunk that is a minimum of two feet above the ground surface for the protection of worker and public health.
7. The use of recycled water shall not cause a pollution or threatened pollution as defined in Section 13050(f) of the California Water Code.
8. The use of recycled water shall not cause a nuisance as defined in Section 13050(m) of the California Water Code.
9. The use of recycled water for irrigation of fiber or fodder crops shall be in accordance with DHS current water recycling criteria and guidelines.

C. Receiving Water Limitation

This discharge shall not cause a violation of any applicable water quality standard for receiving water (ground water) adopted by the Regional Board or the SWRCB as required by the Federal Water Pollution Control Act and regulations adopted thereunder. If more stringent applicable water quality standards are promulgated or approved pursuant to Section 303 of the Federal Clean Water Act or amendments thereto, the Regional Board will revise and modify this Order in accordance with such more stringent standards.

The discharge shall not cause the presence of the following substances or conditions in ground or surface waters of the Antelope Hydrologic Unit:

1. Nondegradation

State Water Resources Control Board Resolution No. 68-16 "Statement of Policy With Respect to Maintaining High Quality of Waters In California", known as the Nondegradation objective, requires maintenance of existing high quality in surface waters, ground waters, or wetlands. Whenever the existing quality of water is better than the quality of water established in the Basin Plan, such existing quality shall be maintained unless appropriate findings are made under Resolution No. 68-16.

2. Bacteria - Waters shall not contain concentrations of coliform organisms attributable to human wastes. The median number of coliform organisms, over any seven day period, shall be less than 1.1/100 ml in ground waters.

3. Chemical Constituents

Ground waters designated as MUN shall not contain concentrations of chemical constituents in excess of the maximum contaminant level (MCL) or secondary maximum contaminant level (SMCL) based upon drinking water standards specified in the following provisions of Title 22 of the California Code of Regulations: Table 64431-A of Section 64431 (Inorganic

Chemicals), Table 64431-B of Section 64431 (Fluoride), Table 6444-A of Section 64444 (Organic Chemicals), Table 64449-A of Section 64449 (Secondary Maximum Contaminant Levels-Consumer Acceptance Limits), and Table 64449-B of Section 64449 (Secondary Maximum Contaminant Levels-Ranges). This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

4. Chemicals Affecting the AGR Use - Waters designated as AGR shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses (i.e., agricultural purposes).
5. Chemicals - Waters shall not contain concentrations of chemical constituents that adversely affect the water for beneficial uses.
6. Radionuclides - Waters shall not contain concentrations of radionuclides in excess of limits specified in the California Code of Regulations, Title 22, Chapter 15, Article 5, Section 64443.
7. Taste and Odors - Ground waters shall not contain taste or odor-producing substances in concentrations that cause nuisance or that adversely affect beneficial uses. For ground waters designated as MUN, at a minimum, concentrations shall not exceed adopted secondary maximum contaminant levels specified in Table 64449-A of Section 64449 (Secondary Maximum Contaminant Levels-Ranges), and Table 64449-B of Section 64449 (Secondary Maximum Contaminant Levels-Ranges) of Title 22 of the California Code of Regulations, including future changes as the changes take effect.

D. General Requirements and Prohibitions

1. The discharge of wastewater except to the authorized disposal/water recycling sites is prohibited.
2. The discharge to waters of the State shall not contain substances in concentrations that are toxic to, or produce detrimental physiological responses in humans, plants, animals, or aquatic life.
3. There shall be no discharge, bypass, or diversion of raw or partially treated sewage, sewage sludge, grease, or oils from the collection, transport, treatment, or disposal facilities to adjacent land areas or surface waters.
4. Surface flow or visible discharge of sewage or sewage effluent from the authorized disposal/water recycling sites to adjacent land areas or surface waters is prohibited.
5. The vertical distance between the liquid surface elevation and the lowest point of a pond dike shall not be less than 2.0 feet.
6. The discharge shall not cause a pollution as defined in Section 13050(1) of the California Water Code, or a threatened pollution.

7. Neither the treatment nor the discharge shall cause a nuisance as defined in Section 13050(m) of the California Water Code.
8. The disposal of waste residue, including biosolids, shall be in a manner approved by the Regional Board's Executive Officer and in compliance with all local, State, and federal requirements. Waste biosolids shall be discharged only at a legal point of disposal in accordance with the provisions of Title 23 of the California Code of Regulations, Division 3, Chapter 15, and in accordance with 40 CFR Part 503.
9. The Dischargers shall comply with all existing federal and state laws and regulations that apply to biosolids use and disposal practices. The Dischargers shall further comply with all requirements regarding biosolids use and disposal specified in the Clean Water Act Section 405(d).
10. To address the condition of threatened pollution described in Finding No. 11, the discharge of treated wastewater effluent by landspreading at the authorized disposal/water recycling site is prohibited in accordance with the time schedule specified in Provision II.B.4, unless an acceptable antidegradation analysis is submitted and approved by the Regional Board Executive Officer.
11. Excessive ponding of treated wastewater effluent disposed by landspreading is prohibited.

## II. PROVISIONS

### A. Rescission of Waste Discharge Requirements and Water Recycling Requirements

Board Order Nos. 6-93-18 and 6-90-64 are hereby rescinded.

### B. Time Schedules

The Discharger shall comply with the following time schedules in order to achieve compliance with Discharge Specifications I.D.2 and I.D.6 concerning the discharge to waters of the state of substances producing toxic or detrimental physiological responses to humans or animals, and conditions of pollution or threatened pollution. This time schedule is limited to the constituents of nitrates and total dissolved solids in ground water at the current disposal location.

#### 1. Corrective Action Plan

By January 31, 2001 the Dischargers shall submit a Corrective Action Plan (CAP) and time schedule to address the condition of degraded ground water and previous pollution described in Finding No. 11. The Dischargers shall prepare and submit the CAP for approval by the Regional Board's Executive Officer in accordance with SWRCB Resolutions No. 92-49 "Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under

Water Code Section 13304" and No. 68-16 "Statement of Policy With Respect to Maintaining High Quality of Waters in California". The CAP shall contain, at a minimum, the following:

- a. Additional delineation of the areal and vertical extent of the degraded and/or polluted ground water plume(s) at the disposal/water recycling/irrigated agricultural site.
  - (1) Installation and monitoring of an additional ground water monitoring well(s) in the vicinity of monitoring well MW4.
  - (2) Installation and monitoring of an additional ground water monitoring well(s) in the vicinity of monitoring well MW18.
- b. An evaluation of the need for and method of ground water quality restoration in the existing plume(s) of degraded and/or polluted ground water. Included in this evaluation should be a time schedule for an antidegradation analysis, if appropriate, to address existing areas of degradation or areas affected by potential degradation and threatened pollution from alternate disposal methods.
- c. The Dischargers shall provide a Workplan and time schedule for identifying and properly destroying abandoned wells within the authorized disposal/water recycling sites. The Workplan must be prepared under the supervision of a Registered Civil Engineer. Upon approval by the Regional Board's Executive Officer, implementation of this Workplan must begin within 90 days. This Workplan must comply with all California State Regulations for well destruction.

2. Effluent Disposal Plan

By January 31, 2001 the Dischargers shall submit an Effluent Disposal Plan (EDP) for approval by the Regional Board's Executive Officer. The EDP shall propose methods and a schedule to attain a shift from landspreading of effluent to maximize utilization of the recycled water for irrigated agriculture purposes or disposal by other means protective of ground water quality. An antidegradation analysis must be performed for any option (such as a percolation pond) which allows deep percolation.

3. Farm Management Plan

By January 31, 2001 the Dischargers shall submit a Farm Management Plan (FMP) for approval by the Regional Board's Executive Officer. The FMP shall propose any changes in crop selection, fertilizer, soil amendment and/or chemical application rates, changes in crop locations, recycled water and agricultural supply well water application rates and nutrient loadings to minimize the threat to ground water quality. Nutrient loadings and application rates for recycled water or agricultural well water shall be proposed to reflect crop agronomic rates using best management practices. Time schedules for implementation of the FMP shall be included.

4. Implementation

- a. Immediately upon preparation, and upon approval of critical plan elements by the Regional Board's Executive Officer, the CAP, EDP and FMP shall be implemented.
- b. By June 14, 2003 the Dischargers shall have implemented the following plan elements and demonstrated compliance with Discharge Specifications I.D.2 and I.D.6.

CAP - Ground Water Investigation and installation of new wells  
- Engineering Alternatives analysis to address existing conditions of ground water degradation

EDP - Modifications to Optimize Disposal Operations  
- Crop Utilization Pilot Studies  
- Completed approval of an anti-degradation analysis for continued use of land spreading or comply with General Requirement and Prohibition I.D.10.

FMP - Define and Implement Best Management Practices

5. Status Reports

The Dischargers shall submit semi-annual status reports due July 31 and January 31 of each year to the Regional Board summarizing the status of efforts to implement the CAP, EDP, and FMP, and to achieve compliance with Discharge Specifications I.D.2 and I.D.6. The semi-annual reports shall be submitted beginning January 31, 2001 and shall continue until the plans are fully implemented.

C. Secondary User Agreements

1. The Primary User shall include the following conditions in any oral or written provision for disposition of recycled water:
  - a. Any Secondary User of reclaimed wastewater from the above Primary User hereby authorizes, at all reasonable times, the Primary User or any authorized representative of the Regional Board to enter upon the property where the recycled water is being used and to investigate such person's use of recycled water.
  - b. Any Secondary User of recycled water from the Primary User shall report to the Primary User at least once each month the method of irrigation used and the name and final usage of all crops irrigated with recycled water during such period. Such user of recycled water from the Primary User agrees to insert the substance of this clause in any oral or written provision for disposition of recycled water.

D. Reporting Requirements

Pursuant to Section 13267 of the California Water Code, LACSD shall comply with Monitoring and Reporting Program No. 00-57 and the "Standard Provisions For Waste Discharge Requirements" dated September 1, 1994 (Attachment "C").

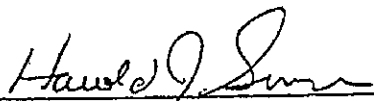
E. Plant Supervision

The LACSD wastewater treatment plant shall be supervised by persons possessing a Wastewater Treatment Plant Operator Certificate of appropriate grade pursuant to Chapter 14, Division 3, Title 23, California Code of Regulations.

F. Monitoring Program Availability

A copy of this Order and the Monitoring and Reporting Program shall be available at all times at the treatment plant for immediate reference by the plant operator.

I, Harold J. Singer, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Lahontan Region, on June 14, 2000.

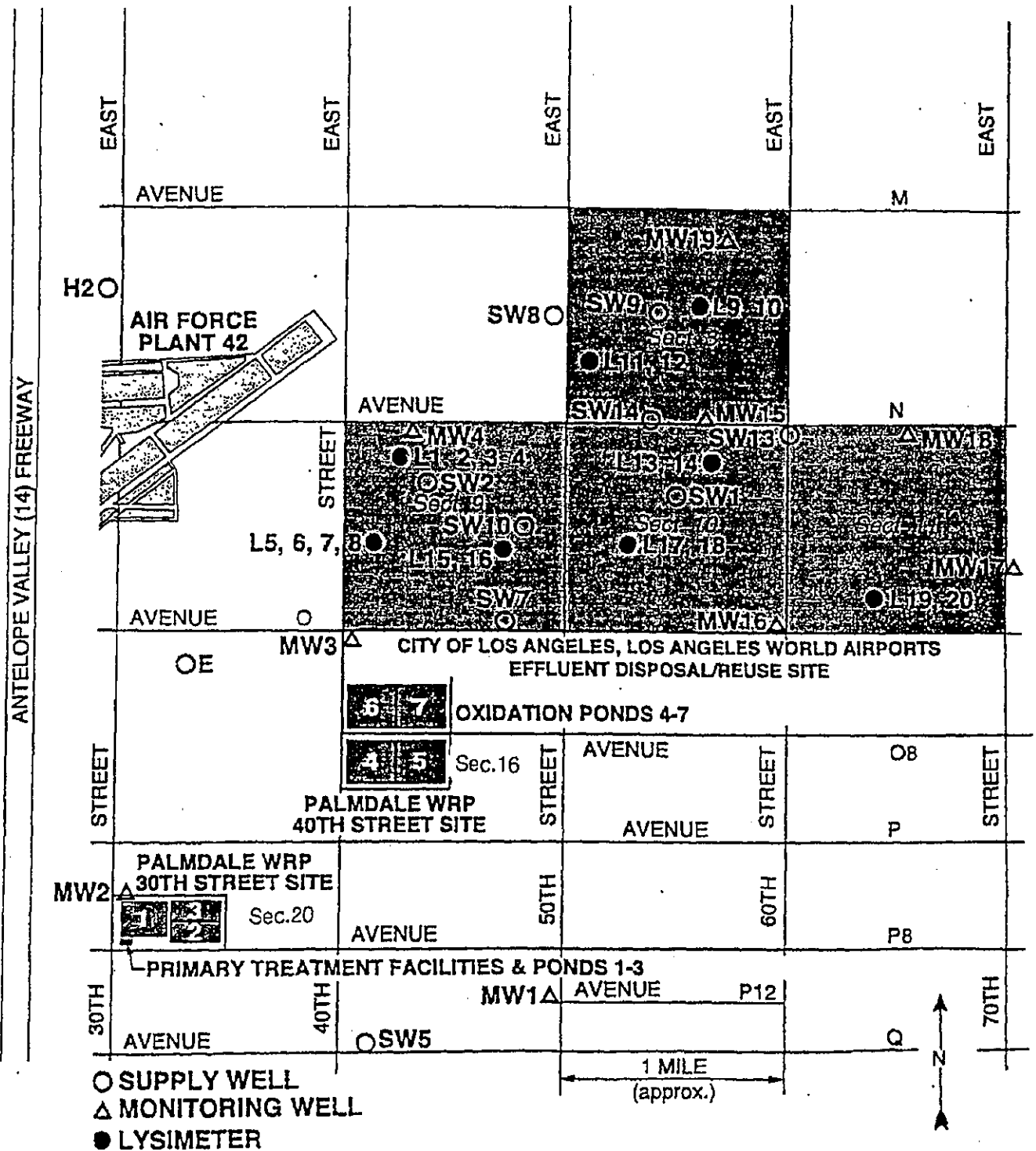


HAROLD J. SINGER  
EXECUTIVE OFFICER

Attachments: A. Location Map  
B. Facility Process Schematic  
C. Standard Provisions

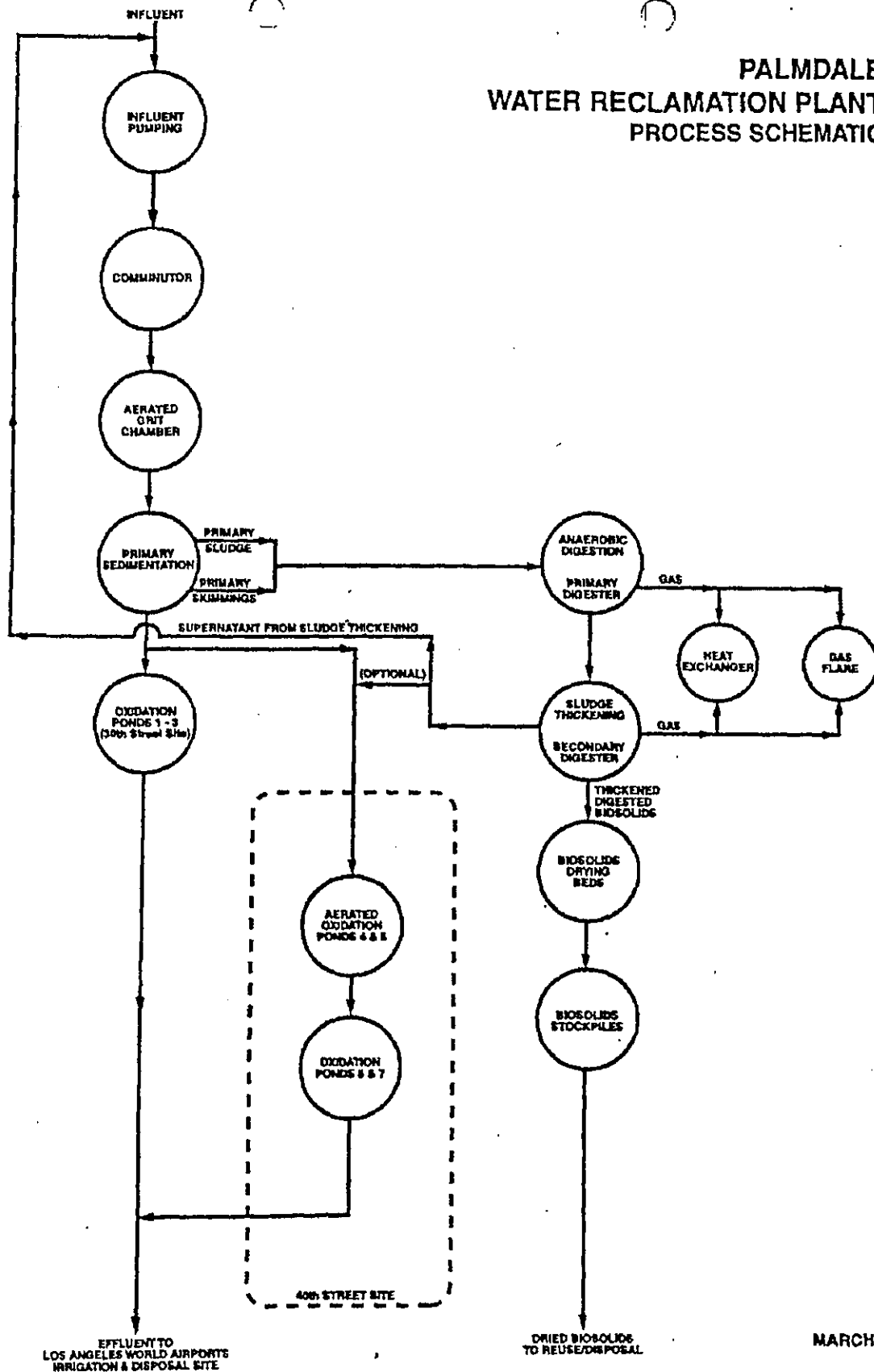
6/2000 PalmWDR

# **PALMDALE WATER RECLAMATION PLANT** Disposal/Reuse Sites, Wells and Lysimeters



ATTACHMENT "A"

# PALMDALE WATER RECLAMATION PLANT PROCESS SCHEMATIC



MARCH 2000

ATTACHMENT "B"



||

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

STANDARD PROVISIONS  
FOR WASTE DISCHARGE REQUIREMENTS

1. Inspection and Entry

The Discharger shall permit Regional Board staff:

- a. to enter upon premises in which an effluent source is located or in which any required records are kept;
- b. to copy any records relating to the discharge or relating to compliance with the Waste Discharge Requirements;
- c. to inspect monitoring equipment or records; and
- d. to sample any discharge.

2. Reporting Requirements

- a. Pursuant to California Water Code 13267(b), the Discharger shall immediately notify the Regional Board by telephone whenever an adverse condition occurred as a result of this discharge; written confirmation shall follow within two weeks. An adverse condition includes, but is not limited to, spills of petroleum products or toxic chemicals, or damage to control facilities that could affect compliance.
- b. Pursuant to California Water Code Section 13260(c), any proposed material change in the character of the waste, manner or method of treatment or disposal, increase of discharge, or location of discharge, shall be reported to the Regional Board at least 120 days in advance of implementation of any such proposal. This shall include, but not limited to, all significant soil disturbances.
- c. The Owners/Discharger of property subject to Waste Discharge Requirements shall be considered to have a continuing responsibility for ensuring compliance with applicable Waste Discharge Requirements in the operations or use of the owned property. Pursuant to California Water Code Section 13260(c), any change in the ownership and/or operation of property subject to the Waste Discharge Requirements shall be reported to the Regional Board. Notification of applicable Waste Discharge Requirements shall be furnished in writing to the new owners and/or operators and a copy of such notification shall be sent to the Regional Board.
- d. If a Discharger becomes aware that any information submitted to the Regional Board is incorrect, the Discharger shall immediately notify the Regional Board, in writing and correct that information.
- e. Reports required by the Waste Discharge Requirements, and other information requested by the Regional Board, must be signed by a duly authorized representative of the Discharger. Under Section 13268 of the California Water Code, any person failing or refusing to furnish technical or monitoring reports, or falsifying any information provided therein, is guilty of a misdemeanor and may be liable civilly in an amount of up to one thousand dollars (\$1,000) for each day of violation.

ATTACHMENT "C"

- f. If the Discharger becomes aware that their Waste Discharge Requirements (or permit) is no longer needed (because the project will not be built or the discharge will cease) the Discharger shall notify the Regional Board in writing and request that their Waste Discharge Requirements (or permit) be rescinded.

3. Right to Revise Waste Discharge Requirements

The Regional Board reserves the privilege of changing all or any portion of the Waste Discharge Requirements upon legal notice to and after opportunity to be heard is given to all concerned parties.

4. Duty to Comply

Failure to comply with the Waste Discharge Requirements may constitute a violation of the California Water Code and is grounds for enforcement action or for permit termination, revocation and reissuance, or modification.

5. Duty to Mitigate

The Discharger shall take all reasonable steps to minimize or prevent any discharge in violation of the Waste Discharge Requirements which has a reasonable likelihood of adversely affecting human health or the environment.

6. Proper Operation and Maintenance

The Discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the Discharger to achieve compliance with the Waste Discharge Requirements. Proper operation and maintenance includes adequate laboratory control, where appropriate, and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems that are installed by the Discharger, when necessary to achieve compliance with the conditions of the Waste Discharge Requirements.

7. Waste Discharge Requirement Actions

The Waste Discharge Requirements may be modified, revoked and reissued, or terminated for cause. The filing of a request by the Discharger for waste discharge requirement modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance, does not stay any of the Waste Discharge Requirements conditions.

8. Property Rights

The Waste Discharge Requirements do not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

9. Enforcement

The California Water Code provides for civil liability and criminal penalties for violations or threatened violations of the Waste Discharge Requirements including imposition of civil liability or referral to the Attorney General.

10. Availability

A copy of the Waste Discharge Requirements shall be kept and maintained by the Discharger and be available at all times to operating personnel.

11. Severability

Provisions of the Waste Discharge Requirements are severable. If any provision of the requirements is found invalid, the remainder of the requirements shall not be affected.

12. Public Access

General public access shall be effectively excluded from disposal/treatment facilities.

13. Transfers

Providing there is no material change in the operation of the facility, this Order may be transferred to a new owner or operator. The owner/operator must request the transfer in writing and receive written approval from the Regional Board's Executive Officer.

14. Definitions

- a. "Surface waters" as used in this Order, include, but are not limited to, live streams, either perennial or ephemeral, which flow in natural or artificial water courses and natural lakes and artificial impoundments of waters. "Surface waters" does not include artificial water courses or impoundments used exclusively for wastewater disposal.
- b. "Ground waters" as used in this Order, include, but are not limited to, all subsurface waters being above atmospheric pressure and the capillary fringe of these waters.

15. Storm Protection

- a. All facilities used for collection, transport, treatment, storage, or disposal of waste shall be adequately protected against overflow, washout, inundation, structural damage or a significant reduction in efficiency resulting from a storm or flood having a recurrence interval of once in 100 years.

forms:standpr4.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION

REVISED MONITORING AND REPORTING PROGRAM NO. 00-57  
WDID NO. 6B190107069  
FOR

LOS ANGELES COUNTY SANITATION DISTRICT NO. 20  
AND CITY OF LOS ANGELES WORLD AIRPORTS  
PALMDALE WATER RECLAMATION PLANT

\_\_\_\_\_  
Los Angeles County

The Dischargers shall be responsible for compliance with this Monitoring and Reporting Program as follows. Los Angeles County Sanitation Districts (LACSD) shall be responsible for compliance with monitoring and requirements I. A-E, I.H, and II.A-B. Los Angeles World Airports (LAWA) shall be responsible for compliance with monitoring and reporting requirements I.F-G.

I. MONITORING

A. Flow Monitoring

The following shall be recorded in a permanent log book:

1. The total volume, in millions of gallons (MGallons), of wastewater flow to the secondary treatment facilities for each day.
2. The total volume, in MGallons, of wastewater flow to the secondary treatment facilities for each month.
3. The maximum instantaneous flowrate, in MGallons/Day, of wastewater to the secondary treatment facilities that occurs each day.
4. The calculated average flowrate, in MGallons/Day, of wastewater to the secondary treatment facilities for each month.
5. The volume, in MGallons, of wastewater flow to the LAWA Irrigation Site for each month. Separate flow volumes shall be recorded for effluent disposed by landspreading (without crop growth) and for recycled water applied for irrigated agricultural purposes).
6. The calculated average flow rates, in MGallons/Day, of wastewater to the LAWA Irrigation Site for each month.
7. The freeboard (distance from the top of the lowest part of the dike to the wastewater surface in a pond) measured once each month in each pond. If the pond does not contain wastewater, indicate that it is empty.

B. Facility Influent Monitoring

Influent samples taken prior to the primary clarifiers shall be analyzed to determine the magnitude of the following parameters:

<u>Parameter</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Frequency</u>
BOD <sup>1</sup>	mg/L	24-hour composite	Weekly
COD <sup>3</sup>	mg/L	24-hour composite	Weekly
MBAS <sup>2</sup>	mg/L	24-hour composite	Monthly
Nitrate Nitrogen	mg/L as N	24-hour composite	Monthly
Kjeldahl Nitrogen	mg/L as N	24-hour composite	Monthly
Ammonia Nitrogen	mg/L as N	24-hour composite	Monthly
Total Petroleum Hydrocarbons <sup>5</sup>	µg/L	24-hour composite	Quarterly
Bromoform	µg/L	Grab	Semiannually
Chloroform	µg/L	Grab	Semiannually
Dibromochloromethane	µg/L	Grab	Semiannually
Dichlorobromomethane	µg/L	Grab	Semiannually
Total Dissolved Solids	mg/L	24-hour composite	Semiannually
Total Cyanides	µg/L	24-hour composite	Annually
Total Phenols	µg/L	24-hour composite	Annually
Purgeable Organics <sup>6</sup>	µg/L	Grab <sup>4</sup>	Annually
Base/Neutral Extractable Organics <sup>6</sup>	µg/L	24-hour composite	Annually
Acid Extractable Organics <sup>6</sup>	µg/L	24-hour composite	Annually
Heavy Metals <sup>6</sup>	mg/L	24-hour composite	Annually

C. Facility Effluent Monitoring

Samples of the wastewater effluent from the treatment Facility shall be collected downstream of all treatment units and analyzed to determine the magnitude of the following parameters:

<u>Parameter</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Frequency</u>
BOD <sup>1</sup>	mg/L	24-hour composite	Weekly
Total Suspended Solids	mg/L	24-hour composite	Weekly
COD <sup>3</sup>	mg/L	24-hour composite	Weekly
Dissolved Oxygen	mg/L	Grab <sup>4</sup>	Weekly
pH	pH units	Grab <sup>4</sup>	Weekly
Temperature	°C	Grab <sup>4</sup>	Weekly
MBAS <sup>2</sup>	mg/L	24-hour composite	Monthly
Total Dissolved Solids	mg/L	24-hour composite	Monthly
Chlorides	mg/L	24-hour composite	Monthly
Sodium	mg/L	24-hour composite	Monthly
Sulfate	mg/L	24-hour composite	Monthly
Nitrate Nitrogen	mg/L as N	24-hour composite	Monthly
Kjeldahl Nitrogen	mg/L as N	24-hour composite	Monthly
Ammonia Nitrogen	mg/L as N	24-hour composite	Monthly
Total Organic Carbon	mg/L	24-hour composite	Quarterly
Copper	mg/L	24-hour composite	Quarterly
Zinc	mg/L	24-hour composite	Quarterly

<u>Parameter</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Frequency</u>
Selenium	mg/L	24-hour composite	Quarterly
Total Petroleum			
Hydrocarbons <sup>5</sup>	µg/L	24-hour composite	Quarterly
Oil and Grease	mg/L	Grab	Quarterly
Bromoform	µg/L	Grab	Quarterly
Chloroform	µg/L	Grab	Quarterly
Dibromochloromethane	µg/L	Grab	Quarterly
Dichlorobromomethane	µg/L	Grab	Quarterly
Total Cyanides	µg/L	24-hour composite	Annually
Total Phenols	µg/L	24-hour composite	Annually
Purgeable Organics <sup>6</sup>	µg/L	Grab <sup>4</sup>	Annually
Base/Neutral Extractable			
Organics <sup>6</sup>	µg/L	24-hour composite	Annually
Acid Extractable Organics <sup>6</sup>	µg/L	24-hour composite	Annually
Heavy Metals <sup>6</sup>	mg/L	Grab <sup>4</sup>	Annually
Methyl t-Butyl Ether	µg/L	24-hour composite	Annually

D. Ground Water and Vadose Zone Monitoring

The existing ground water and vadose zone monitoring system consists of approximately eighteen (18) wells (eleven monitoring and seven supply wells) and approximately seven lysimeters identified as follows and located as indicated on Attachment "A" of Board Order No. 6-00-57:

Baseline sampling and analyses must be conducted on any additionally proposed ground water and/or vadose zone monitoring system prior to discharge of wastewater to any new areas not now monitored.

Ground Water Monitoring Wells

MW1  
MW2  
MW4  
MW15  
MW16  
MW17  
MW18

Supply Water Monitoring Wells

E  
H2  
SW1  
SW2  
SW5  
SW7  
SW8  
SW9  
SW10  
SW13  
SW14

Vadose Zone Monitoring Lysimeters

L1  
L3  
L4  
L6  
L8  
L13  
L16

Beginning immediately, grab samples shall be collected from the seven (7) monitoring wells, the eleven (11) water supply wells, and the seven (7) lysimeters. Monitoring well (except supply well) samples shall be collected from the top five feet of the ground water or uppermost portion of the aquifer measuring from the anticipated low water level; water supply samples shall be collected from the uppermost portion of the aquifer, to the maximum extent possible. The Discharger must monitor these systems at the required frequencies, unless there are factors beyond the Discharger's control that prevent the sampling of these systems. These factors include, but are not limited to: supply well is dismantled, out of service, or turned off.

All monitoring and supply well samples shall be analyzed to determine the magnitude of the following parameters:

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
Kjeldahl Nitrogen	mg/L as N	Semiannually
Nitrate Nitrogen	mg/L as N	Semiannually
Ammonia Nitrogen	mg/L as N	Semiannually
MBAS <sup>2</sup>	mg/L	Semiannually
Chloride	mg/L	Semiannually
Sodium	mg/L	Semiannually
Sulfate	mg/L	Semiannually
Total Organic Carbon	µg/L	Semiannually
Total Dissolved Solids	mg/L	Semiannually
Total Petroleum		
Hydrocarbons <sup>5</sup>	µg/L	Semiannually
Bromoform	µg/L	Semiannually
Chloroform	µg/L	Semiannually
Dibromochloromethane	µg/L	Semiannually
Dichlorobromomethane	µg/L	Semiannually
Total Cyanides	µg/L	Annually
Total Phenols	µg/L	Annually
Purgeable Organics <sup>6</sup>	µg/L	Annually
Base/Neutral Extractable		
Organics <sup>6</sup>	µg/L	Annually
Acid Extractable Organics <sup>6</sup>	µg/L	Annually
Heavy Metals <sup>6</sup>	mg/L	Annually
Methyl Tertiary Butyl Ether	µg/L	Annually

The depth to ground water in each well and the field parameters of pH, electrical conductivity, temperature and dissolved oxygen shall be measured and recorded each time a well is sampled. The flow direction of the ground water shall be estimated annually. A graphical representation of the annual ground water flow direction shall be included in the annual monitoring report

Lysimeter samples shall be analyzed for the following parameters:

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
Kjeldahl Nitrogen	mg/L as N	Semiannually
Nitrate Nitrogen	mg/L as N	Semiannually
Ammonia Nitrogen	mg/L as N	Semiannually
Total Dissolved Solids	mg/L	Semiannually
Chloride	mg/L	Semiannually
Sodium	mg/L	Semiannually
Sulfate	mg/L	Semiannually
Methylene Blue		
Active Substances	mg/L	Semiannually

E. Biosolids Disposal

The following shall be recorded monthly:

1. Total quantity of biosolids generated during the monitoring period.
2. Date and quantity of biosolids removed off site, location of use, recipient (including name and address) and biosolids disposal method (including crops grown if appropriate) for all biosolids removed off site.
3. Cumulative total quantity of biosolids currently on site including the quantity of biosolids added during this monitoring period.

By July 1 of each year, the Discharger shall submit a copy of its annual federal biosolids report.

F. Reclamation Monitoring

The following shall be recorded in a permanent log book annually:

1. Names, addresses, and telephone numbers of all secondary users of reclaimed wastewater.
2. Names, types, method and number of harvests, quantity, and end uses of all crops irrigated with reclaimed wastewater.
3. Number of acres of each type of crop irrigated with reclaimed wastewater and method of irrigation.



4. Location of each type of crop irrigated with reclaimed wastewater (locations shall also be indicated on a map of appropriate scale, such as a USGS 7.5 Minute Topographic Quadrangle map).
5. Information that demonstrates that all recycled water applied complied with the State Department of Health Services water recycling requirements specified in the Order. The information should include verification that the level of treatment required for water recycling was achieved and that the methods of recycled water application were implemented as required.

G. Chemical Use Monitoring

LAWA shall record the names and chemical compositions, quantities and dates of application of all chemical fertilizers, herbicides and pesticides applied to any crop grown on the water recycling site and other irrigated agriculture sites on LAWA property in a permanent log book quarterly.

H. Operation and Maintenance

A brief summary of any operational problems and maintenance activities that may affect effluent quality shall be submitted to the Regional Board with each monitoring report.

This summary shall discuss:

1. Any modifications or additions to the wastewater conveyance system, treatment facilities, or disposal/water recycling facilities.
2. Any major maintenance conducted on the wastewater conveyance system, treatment facilities, or disposal/water recycling facilities.
3. Any major problems occurring in wastewater conveyance system, treatment facilities, or disposal/water recycling facilities.
4. The calibration of any wastewater flow measuring devices.

II. REPORTING

A. General Provisions

The Discharger shall comply with the "General Provisions for Monitoring and Reporting," (GPMR) dated September 1, 1994, which is attached to and made part of this Monitoring and Reporting Program. Pursuant to General Provision 1.d of the GPMR, the Discharger shall submit by July 30, 2000 a Sampling and Analysis Plan (SAP) to the Regional Board for approval.

B. Submittal Periods

Monthly and annual reporting due dates have been extended from the state-wide standard guidelines at the Discharger's justified request. Beginning on August 1, 2000, monthly monitoring reports including the preceding information shall be submitted to the Regional Board by the 1st day of the third month following each monthly monitoring period.

An annual monitoring report containing summaries of all the above information, compliance status, and the names and grades of all the certified operators shall be submitted to the Regional Board by April 1 of each year.

Ordered by: Harold J. Singer  
HAROLD J. SINGER  
EXECUTIVE OFFICER

Dated: June 14, 2000

Attachment: General Provisions for Monitoring and Reporting

- 
- 1 Biochemical Oxygen Demand (5 day, 20°C) of an unfiltered influent sample; filtered sample for final effluent.
  - 2 Methylene Blue Active Substances.
  - 3 Chemical Oxygen Demand of an unfiltered influent sample; filtered sample for final effluent.
  - 4 Grab samples as defined for respective parameters in current Sampling and Analysis Plan.
  - 5 Use USEPA Test Method SW 8015 with method calibration based on an appropriate fuel standard. When a test result is below the method detection limit, the result shall be reported as "less than "x" micrograms/liter" ("x" shall be the numeric method detection limit value for the test method).
  - 6 Analysis shall be conducted for those substances included on the USEPA list of priority pollutants and all other toxic substances known to be discharged to the sewer system.

PalmdaleMRP 6/2000

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION

GENERAL PROVISIONS  
FOR MONITORING AND REPORTING

1. SAMPLING AND ANALYSIS

- a. All analyses shall be performed in accordance with the current edition(s) of the following documents:
  - i. Standard Methods for the Examination of Water and Wastewater
  - ii. Methods for Chemical Analysis of Water and Wastes, EPA
- b. All analyses shall be performed in a laboratory certified to perform such analyses by the California State Department of Health Services or a laboratory approved by the Regional Board. Specific methods of analysis must be identified on each laboratory report.
- c. Any modifications to the above methods to eliminate known interferences shall be reported with the sample results. The method used shall also be reported. If methods other than USEPA approved methods or Standard Methods are used, the exact methodology must be submitted for review and must be approved by the Regional Board prior to use.
- d. The Discharger shall establish chain-of-custody procedures to ensure that specific individuals are responsible for sample integrity from commencement of sample collection through delivery to an approved laboratory. Sample collection, storage and analysis shall be conducted in accordance with an approved Sampling and Analysis Plan (SAP). The most recent version of the approved SAP shall be kept at the facility.
- e. The Discharger shall calibrate and perform maintenance procedures on all monitoring instruments and equipment to ensure accuracy of measurements, or shall ensure that both activities will be conducted. The calibration of any wastewater flow measuring device shall be recorded and maintained in the permanent log book described in 2.b, below.
- f. A grab sample is defined as an individual sample collected in fewer than 15 minutes.
- g. A composite sample is defined as a combination of no fewer than eight individual samples obtained over the specified sampling period at equal intervals. The volume of each individual sample shall be proportional to the discharge flow rate at the time of sampling. The sampling period shall equal the discharge period, or 24 hours, whichever period is shorter.

## 2. OPERATIONAL REQUIREMENTS

### a. Sample Results

Pursuant to California Water Code Section 13267(b), the Discharger shall maintain all sampling and analytical results including: strip charts; date, exact place, and time of sampling; date analyses were performed; sample collector's name; analyst's name; analytical techniques used; and results of all analyses. Such records shall be obtained for a minimum of three years. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge, or when requested by the Regional Board.

### b. Operational Log

Pursuant to California Water Code Section 13267(b), an operation and maintenance log shall be maintained at the facility. All monitoring and reporting data shall be recorded in a permanent log book.

## 3. REPORTING

- a. For every item where the requirements are not met, the Discharger shall submit a statement of the actions undertaken or proposed which will bring the discharge into full compliance with requirements at the earliest time and submit a timetable for correction.
- b. Pursuant to California Water Code Section 13267(b), all sampling shall be made available to the Regional Board upon request. Results shall be retained for a minimum of three years. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge, or when requested by the Regional Board.
- c. The Discharger shall provide a brief summary of any operational problems and maintenance activities to the Regional Board with each monitoring report. Any modifications or additions to, or any major maintenance conducted on, or any major problems occurring to the wastewater conveyance system; treatment facilities, or disposal facilities shall be included in this summary.
- d. Monitoring reports shall be signed by:
  - i. In the case of a corporation, by a principal executive officer at least of the level of vice-president or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge originates;
  - ii. In the case of a partnership, by a general partner;

- iii. In the case of a sole proprietorship, by the proprietor;
  - iv. In the case of a municipal, state or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.
- e. Monitoring reports are to include the following:
- i. Name and telephone number of individual who can answer questions about the report.
  - ii. The Monitoring and Reporting Program Number.
  - iii. WDID Number.
- f. Modifications

This Monitoring and Reporting Program may be modified at the discretion of the Regional Board Executive Officer.

4. NONCOMPLIANCE

Under Section 13268 of the Water Code, any person failing or refusing to furnish technical or monitoring reports or falsifying any information provided therein, is guilty of a misdemeanor and may be liable civilly in an amount of up to one thousand dollars (\$1,000) for each day of violation under Section 13268 of the Water Code.

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## STANDARD TERMS AND PROVISIONS

### (LEASE)

#### 1. Use of Demised Premises.

(a) Lessee shall not use the demised premises, nor any portion thereof, for any purpose other than that hereinabove set forth without first having had and obtained the written consent of the Executive Director of the Department of Airports (hereinafter referred to as "Executive Director").

(b) There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on Airport. Lessee agrees not to make any claim or institute legal action against City under any theory of recovery for any interference with Lessee's use and enjoyment of the demised premises which may result from noise emanating from the operation of aircraft to, from, or upon Airport except for claims or actions brought by third parties against Lessee arising from City's operation of Airport. [LEASE GUIDE, ¶1]<sup>1</sup>

(c) Lessee, by accepting this Lease, agrees for itself and its successors and assigns that it will not make use of the demised premises in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard to such operations. In the event the aforesaid covenant is breached, City reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee. [LEASE GUIDE, ¶14]

(d) Lessee shall conduct its, and cause its sublessees to conduct their, operations on the demised premises in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises adjoining the demised premises or Airport, including, but not limited to, the emanation from the demised premises of noise, vibration, movements of air, fumes, and odors.

<sup>1</sup>The paragraph references are to mandatory requirements contained in a document entitled, "LEASE AND USE AGREEMENT GUIDE", dated June 6, 1984, published by the Federal Aviation Administration.

2. Improvements and Alterations.

(a) Lessee shall make no structural improvements, additions, or alterations in, to or upon the demised premises, nor erect, construct, or place any sign upon said premises, without the prior written consent of Executive Director being first had and obtained, and any conditions, restrictions, or limitations relating thereto then stated by said Executive Director shall be conditions hereof as if they had been originally stated at length herein. Lessee shall also keep the demised premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf (except when such improvement is constructed by City) and shall hold City harmless from liability with respect to any such improvements, additions, or alterations made thereto.

(b) City reserves the right to further develop or improve the landing area of Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance. If any such development or improvement interferes substantially with Lessee's use and occupancy of the premises demised herein, Lessee shall be entitled to an appropriate reduction in rental or termination of this Lease. [LEASE GUIDE, ¶8]

(c) Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Administration Regulations in the event any future structure or building is planned for the demised premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the demised premises. [LEASE GUIDE, ¶12]

(d) Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation obstruction contours shown on Exhibit "A."

In the event the aforesaid covenants are breached, City reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee. [LEASE GUIDE, ¶13]

(e) City reserves the right, but shall not be obligated to Lessee to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. [LEASE GUIDE, ¶9]

3. Ownership of Improvements. During the term of this Lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall remain in Lessee. Upon the termination of this Lease, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the demised premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in City unless, however, City requests Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Permittee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the demised premises, Lessee shall repair such damage and restore the demised premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.

4. Maintenance of Demised Premises. Except as otherwise expressly stated elsewhere in this Lease, Lessee, solely at its own cost and expense, shall:

(1) maintain the demised premises in good and safe condition, in compliance with all requirements of law and in accordance with the "maintenance schedule" which, if applicable, shall be attached hereto; and

(2) keep the premises, at all times, free and clear of weeds, wastepaper, discarded plastic, graffiti, discarded pallets, and all other trash and debris of any kind.

If Lessee fails to so maintain the demised premises, City may serve a "Notice to Cure" upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work as prescribed in the Notice. The period of "calendar days" in said Notice shall commence seven (7) days following City's deposit of said Notice in the mail. In addition, a copy of the "Notice to Cure" shall be posted on the demised premises in a conspicuous place.

If, in the opinion of Executive Director, any default is of such nature that it cannot physically be corrected within the period originally specified by City, and if the party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction may be extended at



City's option for such length of time as is reasonably necessary to complete the same.

If the work prescribed in the "Notice to Cure" is not completed by Lessee in a manner reasonably satisfactory to Executive Director, and Lessee fails to correct such work within the time specified by City in the mailed Notice, City may, at City's sole option, and at Lessee's sole cost and expense, enter upon the demised premises and perform whatever work may, in the opinion of Executive Director, be required to correct the maintenance deficiencies. If City exercises this option, Lessee shall pay to City a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost.

Notwithstanding any term, condition, or provision contained in this Section, including, but not limited to, the Notice to Cure provisions, either party may terminate this Lease at any time upon written notice in accordance with the term or termination sections of this Lease.

5. City's Right of Access and Inspection. City, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the demised premises for the purpose of inspecting the same or for doing any act or thing which City may be obligated or have the right to do under this Lease, or otherwise, and no abatement of rental shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, City, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the demised premises as herein authorized.

6. Restrictions and Regulations. Lessee agrees to abide by any and all:

(1) applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by City with respect to the operation of Airport;

(2) orders, directives, or conditions issued, given or imposed by Executive Director with respect to the use of the roadways, driveways, curbs, sidewalks, and parking areas in and about said Airport; and

(3) applicable laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, federal, state, or municipal, lawfully exercising jurisdiction over the

Airport or Lessee's occupation or use of the demised premises.

Nothing herein contained shall be deemed to impair Lessee's right, to contest any such rules, regulations, orders, restrictions, directives, or conditions or the reasonableness thereof. City shall not be liable to Lessee for any damage to, or for any diminution or deprivation of, Lessee's rights hereunder on account of the exercise of any such authority, or as may arise from Airport development or operation in the area of the demised premises during the term of this Lease, unless the exercise thereof shall so interfere with Lessee's use and occupancy of the leasehold estate so as to constitute a constructive eviction or a termination, in whole or in part, of this Lease by operation of law or otherwise.

7. Insurance.

(a) Lessee shall procure at its expense, and keep in effect at all times during the term of this Lease, the types and amounts of insurance specified on page 23 hereof. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board of Airport Commissioners, (hereinafter referred to as "Board") and all of City's officers, employees, and agents, their successors and assigns, as insureds, against the areas of risk described on page 23 hereof as respects Lessee's acts or omissions in its operations, use, and occupancy of the premises hereunder or other related functions performed by or on behalf of Lessee in, on or about Airport.

(b) Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Lease with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of or results from the acts or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Such policies may provide for reasonable deductibles and/or retentions acceptable to Executive Director based upon the nature of

Lessee's operations and the type insurance involved.

(c) City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Lessee in Lessee's operations at Airport. In the event Lessee fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Lessee, and Lessee agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Lessee shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

(d) Lessee shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56. of City's Administrative Code prior to Lessee occupying the demised premises. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

(e) City and Lessee agree that the insurance policy limits specified herein shall be reviewed for adequacy annually

throughout the term of this Lease by Executive Director who may, thereafter, require Lessee, on thirty (30) days' prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Executive Director deems to be adequate.

(f) Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1777, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Lessee agrees, except where exempted, to provide City proof of said insurance by and through a surplus lines broker licensed by the State of California.

8. City Held Harmless. In addition to the provisions of Section 7 herein, Lessee shall indemnify, defend, keep, and hold City, including Board, and City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of Lessee, sustained in, on, or about the demised premises or arising out of Lessee's use or occupancy thereof or Airport, as a proximate result of the acts or omissions of Lessee, its agents, servants, or employees.

9. Nondiscrimination and Equal Employment Practices/  
Affirmative Action Program.

(a) Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a United States Department of Transportation (hereinafter referred to as "DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations (hereinafter referred to as "CFR"), DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. [LEASE GUIDE, ¶1]

(b) Lessee, in its operations at Airport, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby

covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities covered by this Lease; (2) in the construction of any improvements on, over, or under the premises authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) Lessee shall use said premises in compliance with all other requirements imposed pursuant to Title 49, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. [LEASE GUIDE, ¶12]

(c) Lessee agrees that in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

This provision shall not become effective until the procedures of 49 CFR, Part 21, are followed and completed including expiration of appeal rights. [LEASE GUIDE, ¶13]

(d) Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E, to the same effect. [LEASE GUIDE, ¶17]

(e) In addition, Lessee agrees not to discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap. Lessee further agrees to abide by the provisions of Section 10.8.3 of City's Administrative Code.

(f) If applicable, Lessee also agrees to abide by the provisions of Section 10.8.4 of City's Administrative Code.

(g) Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers. [LEASE GUIDE, ¶4]

(h) Noncompliance with paragraph (g) above shall constitute a material breach thereof, and in the event of such noncompliance, City shall have the right to terminate this Lease without liability therefor, or at the election of City or the United States, either or both said governments shall have the right to judicially enforce the provisions in paragraphs (a), (b), and (g) above. Said termination, however, shall not take place until after Lessee has received written notice of such noncompliance as well as an opportunity to be heard regarding same and to correct the practice causing noncompliance. [LEASE GUIDE, ¶5]

(i) Lessee agrees that it shall insert the provisions found in paragraphs (a), (b), (g), and (h) above in any sublease, assignment, license, or permit by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased. [LEASE GUIDE, ¶6]

10. Taxes and Licenses. Lessee shall pay all taxes of whatever character that may be levied or charged upon the leasehold estate in the demised premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the demised premises.

If a claim is made against City for any of the above charges, City shall promptly notify Lessee in writing; provided, however, that failure by City to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

The obligations of Lessee under this Section, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or

direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to City, City shall remit to Lessee such sum(s) to which Lessee is legally entitled.

In addition, by executing this Lease and accepting the benefits thereof, a property interest may be created known as a "possessory interest". If such possessory interest is created, Lessee, as the party in whom the possessory interest is vested, shall be subject to the payment of the property taxes levied upon such interest.

11. Assignments and Subleases. Lessee shall not, in any manner, assign, transfer, or encumber this Lease, or any portion thereof or any interest therein, without the prior written consent of Board, nor sublet or sublease the whole or any part of the demised premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of Executive Director. Consent to one assignment, subletting, use, or occupation shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of Board.

City shall not unreasonably withhold its consent to the assignment of this Lease or the subletting of the premises or any portion thereof; provided, however, that the use of said premises by any such assignee or sublessee must be consistent with the use authorized herein. A request by Lessee for assignment or subletting shall be submitted to City in writing along with a fully executed copy of the proposed assignment or sublease, as well as a copy of all contracts or writings which set forth payments from subtenant(s) to Lessee and/or which describe the acts or services to be performed by or for the subtenant(s) in connection with the use of the space covered by this agreement.

12. Default, Termination, and Rental Payments.

(a) Not Involving Rent or Other Payments.

In the event Lessee fails to abide by the terms and conditions of this Lease, not involving the failure to pay rent or other payments, City shall give Lessee written notice to correct the defect or default and if the same is not corrected, or substantial steps are not taken toward accomplishing such

correction, within ten (10) days after City's mailing such notification, City may terminate this Lease upon giving Lessee a thirty (30) day written notice.

(b) Failure to Pay Rent or Other Payments.

The failure of Lessee to pay the rent, or other required payments, on time is a breach of this Lease for which City may terminate or take such other legal action as it deems necessary or appropriate. City expects all rent to be paid on time and Lessee agrees to pay on time.

In the event Lessee fails to pay the rent, or other required payments, as provided for under the terms and conditions of this Lease, City shall have the right to give Lessee a three (3) day written notice to pay any and all amounts due or quit the demised premises pursuant to the provisions of California Code of Civil Procedure Section 1161.

(c) Rental Payments.

Rental shall be paid by Lessee to City on or before the first day of each calendar month of the term hereof. In the event the commencement or termination date of this Lease falls on any date other than the first day of the calendar month, the applicable rental for that month shall be calculated pro rata according to the number of days during which the demised premises, or any part of same, were occupied by Lessee during said month.

All payments shall be mailed to the following address:  
City of Los Angeles  
Department of Airports  
Accounts Receivable  
File 54989  
Los Angeles, CA 90074-4989

City may designate an alternate address at any time upon giving Lessee a thirty (30) day advance, written notice.

(d) Rental Acceleration.

If, during any calendar year of the term hereof, two or more monthly payments are delinquent ten (10) or more business days, City may, at its sole option, require the payment of the rental quarterly in advance. Thereafter, if, during any calendar year of the term hereof, two or more quarterly rental payments are delinquent ten (10) or more business days, City may, at its sole option, require the payment of rental annually in advance. The exercise of one or both of said options, however, shall not constitute an exclusive remedy for City with respect to



delinquent rental payments and shall not be construed to affect the term of this Lease, or abridge City's right to terminate this Lease as otherwise provided herein.

(e) Rental Adjustments.

Upon any approved assignment or sublease of all or a portion of this Lease (other than to the Regional Airports Improvement Corporation, to subsidiaries of Lessee or for security purposes pursuant to paragraph 16 hereof), City shall be allowed to adjust the rental payable by Lessee for that portion of the demised premises being assigned or sublet hereunder using the rental rate established by Board by appropriate Blanket Resolution.

(f) Performance Guarantee.

Lessee shall furnish to City and maintain throughout the term of this Lease a Faithful Performance Guarantee to secure the faithful performance by Lessee of all the terms, provisions, and covenants contained herein including, but not limited to, the payment of rent and any other specified compensation. The initial amount of said Guarantee shall be three (3) times the highest monthly rental prescribed herein.

If Lessee has previously provided such Guarantee to City and if, for any reason, Lessee's monthly monetary obligation to City is thereafter increased in excess of ten percent (10%), then the amount of Lessee's Guarantee shall, within thirty (30) days after receiving written notice from City, correspondingly be increased to a sum three (3) times the new amount.

Performance Guarantees of less than Five Thousand Dollars (\$5,000) shall be in the form of a Certificate of Deposit, Irrevocable Letter of Credit, Surety Bond, cash, cashier's check, business check, Irrevocable Assignment of Account or money order. Performance Guarantees for Five Thousand Dollars (\$5,000) or more shall be in the form of an Irrevocable Letter of Credit or Surety Bond. Letters of Credit shall be self-renewing from year-to-year, subject to termination upon sixty (60) days' written notice. All Performance Guarantees must be approved as to form by the City Attorney.

Lessee shall furnish such Guarantee in duplicate to the Chief Accounting Officer of City's Department of Airports not later than thirty (30) days following commencement of the term hereof or, if applicable, thirty (30) days following adjustment of rental. If, for any reason, said Guarantee is not provided by Lessee and/or is not thereafter maintained in sufficient amount throughout the term hereof, City may terminate this Lease at any

time upon giving Lessee a thirty (30) day advance, written notice. Upon the expiration or earlier termination of this Lease, and if Lessee has satisfied all of its obligations to City hereunder, City shall relinquish to Lessee said Guarantee not later than thirty (30) days following such expiration or earlier termination.

(g) Bankruptcy.

In case of the bankruptcy of Lessee, or the appointment of a receiver for Lessee, or if a receiver is appointed to take possession of the demised premises as a result of any act or omission of Lessee, or if Lessee makes an assignment of this Lease for the benefit of creditors, or if possession of the demised premises is taken by virtue of any attachment, execution, or the levy of any judicial process, and such appointment or taking is not discharged or terminated within sixty (60) days, City, at its election, may, without notice, terminate this Lease.

(h) Liquidated Damages for Delinquent Payment.

Without waiving any rights available under this Lease or by law, in the event of late or delinquent payments, Lessee recognizes that City will incur certain expenses, the amount of which is difficult to ascertain. Therefore, in addition to rental(s) owing, Lessee agrees to pay the liquidated damages set forth below to compensate City for all expenses and/or damages and loss resulting from said late or delinquent payments by Lessee.

The liquidated damages for late or delinquent payments shall be ten percent (10%) per annum, or that percent per annum equal to the prevailing rate on the 25th day of the month preceding the execution of this Lease as established by the Federal Reserve Bank of San Francisco on advances to member banks under Sections 13 and 13a of the Federal Reserve Act plus four and one-half percent (4-1/2%) per annum, whichever is greater, on the balance of the unpaid monthly amount calculated from the date of the delinquency until the close of the business day upon which the delinquency payment is received by City.

(i) Cross-Default. A material default or breach of the terms of any other lease, license, permit, or contract held by Lessee with City shall constitute a material breach of the terms of this Lease and shall give City the right to terminate this Lease for cause in accordance with the procedures set forth in Section 12(a) herein.

The failure of Lessee (if Lessee is an air carrier) to pay to City its landing fees and charges pursuant to the terms of

Lessee's operating permit, or if no such permit exists, then in accordance with Board's resolution establishing said fees and charges, is a material breach of this Lease for which City shall have the right to declare Lessee in default and to terminate this Lease in accordance with the procedures set forth in Section 12(a) herein.

13. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease other than the failure of Lessee to pay the particular rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

14. Attorney's Fees. If City shall, without any fault, be made a party to any litigation commenced by or against Lessee arising out of Lessee's use or occupancy of the demised premises and as a result of which Lessee is finally adjudicated to be liable, then Lessee shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

15. Hazardous and Other Regulated Substances. Except for conditions existing prior to the original occupancy of the demised premises by Lessee or by Lessee's predecessors in interest, Lessee agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing, and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants, or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the leasehold, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils, and solvents. Lessee agrees that any damages, penalties, or fines levied on City and/or Lessee as a result of noncompliance with

any of the above shall be the sole responsibility of Lessee. Further, Lessee shall indemnify and pay and/or reimburse City for any damages, penalties, or fines that City pays as a result of noncompliance with the above; provided, however, with respect to joint-use space, Lessee's responsibility is reduced to the extent Lessee, a sublessee or permittee sharing such joint-use space is legally determined to be responsible therefor.

Except for conditions existing prior to the original occupancy of the demised premises by Lessee or Lessee's predecessors in interest, in the case of any hazardous substance spill, leak, discharge, or improper storage on the leasehold or contamination of the leasehold by any person, Lessee agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination, or contaminated ground. In the case of any hazardous substance spill, leak, discharge, or contamination by Lessee or its employees, servants, agents, contractors, or subcontractors on Lessee's premises or as may be discharged in, on or under adjacent property which affects other property of City or its tenants' property, Lessee agrees to make or cause to be made any necessary corrective actions to clean up and remove any spill, leakage, or contamination. If Lessee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, or contamination. Any such repair, cleanup, or corrective actions taken by City shall be at Lessee's sole cost and expense and Lessee shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, cleanup, or corrective action it takes.

If Lessee installs or uses already installed underground storage tanks, pipelines, or other improvements on the demised premises for the storage, distribution, use, treatment, or disposal of any hazardous substances, Lessee agrees, upon the expiration and/or termination of this Lease, to remove and/or clean up, at the sole option of Executive Director, the above-referred-to improvements. Said removal and/or cleanup shall be at Lessee's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state, and local laws and regulations, as well as with the reasonable directions of Executive Director.

Lessee shall promptly supply City with copies of all notices, reports, correspondence, and submissions made by Lessee

to any governmental entity regarding any hazardous substance spill, leak, discharge, or clean-up including all test results.

This Section and the obligations herein shall survive the expiration or earlier termination of this Lease.

16. Airfield Security. Lessee shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity regarding airfield security. Lessee shall be responsible for the maintenance and repair of that portion of the Airport perimeter fence, including gates and doors, that are located on the demised premises or controlled by Lessee. Lessee shall comply fully with applicable provisions of the Federal Aviation Administration Regulations, 14 CFR, Part 107 [and Part 108 if Lessee is an air carrier], including the establishment and implementation of procedures acceptable to Executive Director to control access from the demised premises to air operation areas in accordance with the Airport Security Program required by Part 107. Further, Lessee shall exercise exclusive security responsibility for the demised premises and, if Lessee is an air carrier, do so pursuant to Lessee's Federal Aviation Administration approved Air Carrier Standard Security Program used in accordance with 14 CFR, Part 129.

In addition to the foregoing, gates and doors located on the demised premises which permit entry into restricted areas at Airport shall be kept locked by Lessee at all times when not in use or under Lessee's constant security surveillance. Gate or door malfunctions which permit unauthorized entry into restricted areas shall be reported to Department of Airports' Operations Bureau without delay and shall be maintained under constant surveillance by Lessee until repairs are affected by Lessee or City and/or the gate or door is properly secured.

All civil penalties levied by the Federal Aviation Administration for violation of Federal Aviation Regulations pertaining to security gates or doors located on the demised premises or otherwise controlled by Lessee shall be the sole responsibility of Lessee. Lessee agrees to indemnify City for any federal civil penalties amounts City must pay due to any security violation arising from the use of Lessee's leasehold or the breach of any obligation imposed by this Section.

17. Business Tax Registration. Lessee represents that it has registered its business with the City Clerk of City and has obtained and presently holds from that Office a Business Tax

Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Lessee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

18. Signs. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the demised premises or airport until Lessee has submitted to Executive Director, for approval in writing, drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein. Any conditions with respect to the use of said signs stated by Executive Director in the latter's written approval thereof shall be conditions thereof as if set forth herein at length.

Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising on the demised premises.

In addition, Lessee's ticket counter, ticket lifts, and podiums leased hereunder shall be free of all advertising, signs, credit card application dispensing units, posters, and banners, including, but not necessarily limited to, those showing Lessee's name, destinations, rates, rent-a-car arrangements, or other services. Noncompliance by Lessee with this provision shall result, following a three (3) day written notice by City to Lessee, in City's right to remove said unauthorized signs, advertising, or other written materials and to store same at Lessee's expense.

19. Disabled Access. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leasehold including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance. Further, Lessee agrees to cooperate fully with City in its efforts to comply with Title II of the Americans With Disability Act of 1990.

20. Living Wage and Service Worker Retention Requirement.

(a) Living Wage Ordinance. Lessee agrees, as a part of its obligations under this Lease, that it shall comply with the terms of the Living Wage Ordinance as set forth in Los

Angeles Administrative Code Section 10.37, et seq., including any future amendments, a copy of which is attached hereto and incorporated herein by this reference.

(b) Service Contractor Worker Retention Ordinance. Lessee agrees, as a part of its obligations under this Lease, that it shall comply with the terms of the Service Contractor Worker Retention Ordinance as set forth in Los Angeles Administrative Code Section 10.36, et seq., including any future amendments, a copy of which is attached hereto and incorporated herein by this reference.

(c) No Retaliation. Lessee shall not retaliate against any employee lawfully asserting noncompliance with the provisions of either the Living Wage Ordinance or Service Contractor Workers Retention Ordinance.

(d) City Remedies. Lessee's violation of the Living Wage Ordinance or Service Contractor Worker Retention Ordinance shall be deemed to be a default under Section 12 hereof and City shall be entitled to pursue all remedies available under such Section, including, but not limited to, terminating this Lease.

(e) Pledge of Lessee. Lessee hereby pledges, and shall require each of its subcontractors, within the meaning of the Living Wage Ordinance with respect to the demised premises, to pledge to and comply with the terms of federal law proscribing retaliation for union organizing. Lessee shall deliver the executed pledges from each such subcontractor to City within ninety days of the full execution of this Lease. Lessee's delivery of executed pledges from each such subcontractor shall fully discharge Lessee's obligations with respect to such pledges and fully discharge the obligation of the Lessee and the subcontractors to comply with the provision in the Living Wage Ordinance, contained in Section 10.37.6(c), concerning compliance with such federal law.

(f) Subcontractor Compliance. Lessee agrees to include, in every subcontract or sublease covering the demised premises entered into between Lessee and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to the demised premises; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the Subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary

of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to the demised premises, and (ii) invoke, directly against the subcontractor with respect to the demised premises, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

21. Child Support Orders. Lessee agrees, as part of its obligations under this Lease, that it shall comply with the terms of the Child Support Assignment Orders Ordinance as set forth in Los Angeles Administrative Code Section 10.10, et seq., Ordinance No. 172,401, a copy of which is attached hereto and incorporated by this reference.

22. Visual Artists' Rights Act.

(a) Lessee shall not install, or cause to be installed, any work of art subject to the Visual Artists' Rights Act of 1990 (as amended), 17 U.S.C. 106A, et seq., or California Code Section 980, et seq., hereinafter collectively "VARA" on or about the demised premises without first obtaining a waiver, in writing, of all rights under VARA, satisfactory to Executive Director and approved as to form and legality by the City Attorney's Office, from the artist. Said waiver shall be in full compliance with VARA and shall name City as a party for which the waiver applies.

(b) Lessee is prohibited from installing, or causing to be installed, any piece of artwork covered under VARA on the demised premises without the prior, written approval and waiver of the Executive Director. Any work of art installed on the demised premises without such prior approval and waiver shall be deemed a trespass, removable by City, by and through its Executive Director, upon three (3) days' written notice, all costs, expenses, and liability therefor to be borne exclusively by Lessee.

(c) Lessee, in addition to other obligations to indemnify and hold City harmless, as more specifically set forth in this Lease, shall indemnify and hold harmless City from all liability resulting from Lessee's failure to obtain City's waiver of VARA and failure to comply with any portion of this provision.

(d) The rights afforded City under this provision shall not replace any other rights afforded City in this Lease or otherwise, but shall be considered in addition to all its other rights.



23. Interpretation.

(a) Fair Meaning. The language of this Lease shall be construed according to its fair meaning, and not strictly for or against either City or Lessee.

(b) Section Headings. The section headings appearing herein are for the convenience of City and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Lease.

(c) Void Provisions. If any provision of this Lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

(d) Two Constructions. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(e) Laws of California. This Lease shall be construed and enforced in accordance with the laws of the State of California.

(f) City's Consent. In each instance herein where City's, Board's or Executive Director's approval or consent is required before Lessee may act, such approval or consent shall not be unreasonably withheld.

(g) Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

(h) Section 308 Exclusivity. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act [49 U.S.C. 40103 (Public Law 103-272; 108 STAT. 1102)]. [LEASE GUIDE, ¶15]

(i) Rights of United States Government. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport. [LEASE GUIDE, ¶10]

(j) War or National Emergency. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency. [LEASE GUIDE, ¶16]

(k) Time. Time shall be of the essence in complying with the terms, conditions, and provisions of this Lease.

(l) Integration Clause. It is understood that no alteration or variation of the terms of this Lease/Permit shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.

24. Other Agreements Not Affected. Except as specifically stated herein, this Lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the demised premises herein particularly described and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within demised premises for the herein referred to purpose.

25. Noise Abatement Procedures (applicable to LAX air carriers only). Pursuant to the requirements of the 1993 LAX Noise Variance and in order to limit the use of auxiliary power units (APU's), Lessee hereby agrees to provide a sufficient number of ground power units at each gate and maintenance area used by Lessee's aircraft on the demised premises. Said ground power units shall be made available for use by Lessee's aircraft within ninety (90) days from the effective date of this Lease. Further, Lessee hereby agrees to comply with the Department of Airports' Noise Abatement Rules and Regulations.

26. Notices. Written notices to City hereunder and to the City Attorney of the City of Los Angeles shall be given by registered or certified mail, postage prepaid, and addressed to said parties at Department of Airports, 1 World Way, Post Office Box 92216, Los Angeles, CA 90009-2216, or to such other address as these parties may designate by written notice to Lessee.

Written notices to Lessee hereunder shall be given by registered or certified mail, postage prepaid, and addressed to County Sanitation District No. 20 of Los Angeles County, P.O. Box 4998, Whittier, CA 90607-4998,, or to such other address as Lessee may designate by written notice to City.

The execution of any such notice by Executive Director shall be as effective as to Lessee as if it were executed by Board or by Resolution or Order of said Board, and Lessee shall not question the authority of Executive Director to execute any such notice.

All such notices, except as otherwise provided herein, may either be delivered personally to Executive Director or to the Office of the City Attorney, Airport Division, in the one case, or to Lessee in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

## INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: Lease – County Sanitation District No. 20 - Los Angeles County  
 AGREEMENT/ACTIVITY: Reclaimed Water Mgmt. at Palmdale Regional Airport  
 TERM: Twenty (20) years – March 01, 2001 and terminating February 28, 2021

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

	<u>LIMITS</u>
(X) Workers' Compensation (Statutory)/Employer's Liability	<u>Statutory</u>
(X) Broad Form All States Endorsement	
(X) Voluntary Compensation Endorsement	
(*) Longshoremen's and Harbor Workers' Compensation Act Endorsement	
(X) Waiver of Subrogation	
(X) Automobile Liability - covering owned, non-owned & hired auto	<u>\$1,000,000 CSL</u>
(X) Aviation/Airport Liability	<u>\$1,000,000 CSL</u>

### OR

(X) General Liability Comprehensive Form, including the following coverages:	<u>\$1,000,000 CSL</u>
(X) Premises and Operations	
(X) Contractual (Blanket/Schedule)	
(X) Independent Contractors	
(X) Personal Injury	
(*) Hangarkeepers Legal Liab. (required when aircraft ground handling services are provided)	
(X) Products/Completed Operations	

(X) Property Insurance	<u>Value of Improvements</u>
90% Co-Ins. ( ) Actual Cash Value (X) Replacement Value ( ) Agreed Amt.	
(X) Covering tenant improvements, w/waiver of subrogation (Department does not insure tenant improvements)	
(**) Covering building structure	
(X) All Risk Coverages	
(X) Fire & Extended Coverage, including sprinkler leakage	
(X) Vandalism and Malicious Mischief	
(X) Debris Removal	

** Builder's Risk Insurance - (All Risk Coverage)	<u>Value of Improvements</u>
*** Coverage for Hazardous Substances	\$ ***
	\$ ***

Comments:                      \* If exposure exists, coverage is required.  
                                      \*\* Required if property or building ultimately revert to City.  
                                      \*\*\* Must meet Federal and/or State requirements.

INSURANCE COMPANIES WHICH DO NOT HAVE A BEST RATING OF B OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY THE EXECUTIVE DIRECTOR.

PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE

IRT1 12/97/Lease for areas that do not allow airfield access at LAX, ONT, PMD, VNYS