COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

December 15, 2009

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

Dear Supervisors:

**APPROVAL OF LEASE AND OPERATING AGREEMENT
FOR A HOLLYWOOD STUDIO MUSEUM AT
HOLLYWOOD BOWL'S FAIRFIELD PARKING LOT
(SUPERVISORIAL DISTRICT 3) (3 VOTES)**

SUBJECT

Approval of a four year agreement with a one year optional extension between the County of Los Angeles and Hollywood Heritage, Inc. for the lease and operation of a Hollywood Studio Museum, also known as the Lasky/DeMille Barn, at the Hollywood Bowl's Fairfield Parking Lot.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed action is categorically exempt from the California Environmental Quality Act in accordance with Sections 15301 and 15323 of the State California Environmental Quality Act Guidelines because the agreement involves permits, licensing, and leases on existing facilities.

2. Approve and instruct the Director of the Department of Parks and Recreation to sign and execute a lease and operating agreement with Hollywood Heritage, Inc., for the lease and operation of the Hollywood Studio Museum, also known as the Lasky/DeMille Barn, located at the Hollywood Bowl's Fairfield Parking Lot. The agreement has an initial four year term, with a one year optional extension to be exercised by the Licensee. The term of the agreement will commence on January 1, 2010, and will guarantee annual revenues of $1,200 during the initial four year term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Lease and Operating Agreement (Agreement) for the Hollywood Studio Museum at the Hollywood Bowl's Fairfield Parking Lot will allow the Department of Parks and Recreation (Department) to enter into a new agreement for the operation of the Hollywood Studio Museum on a portion of the Hollywood Bowl's Fairfield Parking Lot.

On October 14, 1982, the Board of Supervisors (Board) approved a 23-year agreement with Hollywood Heritage, Inc. for the use of a portion of the Hollywood Bowl's Fairfield Parking Lot. The original agreement was set to expire on December 31, 2005; however, the Board extended the agreement on December 20, 2005, for 12 months and then again on December 12, 2006, for 24 months, through December 31, 2008. Upon expiration of this agreement, the Department, through the use of a Director's Agreement, entered in a 12-month agreement through December 31, 2009, to allow the Department to complete negotiations on a new agreement with Hollywood Heritage, Inc.

The Hollywood Studio Museum, also known as the Lasky/DeMille Barn (Barn), was designated a California State Landmark in 1956. On May 12, 1982, Hollywood Heritage, Inc. acquired ownership of the Barn, which had originally been used as a studio by the Jesse L. Lasky Play Co., and later became Paramount Studios. During the same year the Barn was renovated and moved to the Hollywood Bowl's Fairfield Parking Lot. Today, the Barn serves as an educational and cultural development of the community by providing a display of historical memorabilia of the motion picture, television, and related entertainment industries.

Upon the expiration of the Agreement, Hollywood Heritage, Inc. will be required, at its own expense, to remove the Barn and all its improvements within 90 days, and restore the premises to its original condition. If the Hollywood Heritage, Inc. fails to remove these improvements, the County of Los Angeles (County) will be entitled to keep such improvements or remove them from the premises and Hollywood Heritage, Inc. will reimburse the County for the cost of restoring the premises to its original condition.

Implementation of Strategic Plan Goals

The proposed Agreement with Hollywood Heritage Inc. will further the County's Strategic Plan Goal of Community and Municipal Services (Goal 3), by educating the public on the motion picture, television, and entertainment industry through the display of memorabilia.

FISCAL IMPACT/FINANCING

Pursuant to the terms of this new agreement, Hollywood Heritage, Inc. will pay the County an annual rent of $1,200 through December 31, 2015, including the optional one year extension. The $1,200 annual rent revenue is included in the Department's existing budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by Government Code Section 25907 to enter into leases for concessions and services that are consistent with public park and recreation purposes within the Hollywood Bowl. The proposed Agreement is consistent with said purposes.

This Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Hollywood Heritage Inc. has executed the attached Agreement and will provide the required insurance policies prior to the start of this Agreement naming the County as additional insured.

County Counsel has approved the Concession Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Sections 15301 and 15323 of the State CEQA Guidelines and Classes 4 (j) and 23 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, because the Agreement provides for permits, licensing, and leases on existing facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will cause no impact on current services or programs.

CONCLUSION

It is requested that an adopted copy of the action taken by your Board and five fully executed copies of the attached contract be forwarded to the Department of Parks and Recreation.

Respectfully submitted,

RUSS GUINEY
Director

RG:KEH:SS

Enclosures

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

LICENSE AGREEMENT
BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

AND

HOLLYWOOD HERITAGE, INC.

FOR

THE OPERATION OF THE HOLLYWOOD HERITAGE MUSEUM

December 2009

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LICENSE AGREEMENT BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

AND

HOLLYWOOD HERITAGE, INC.

This License Agreement and Exhibits made and entered into this _-__ day of _____, 2009

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

HOLLYWOOD HERITAGE, INC., hereinafter referred to as "Licensee"

R E C I T A L S

WHEREAS, the County owns certain real property adjacent to Highland Avenue in the Hollywood district of the City of Los Angeles, approximately 12,000 square feet in area, (the "Licensed Premises"), as described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Lasky-De Mille Barn, sometimes referred to as "Barn", is currently situated at 2100 North Highland Avenue, Hollywood, and served as one of the first motion picture production studios in the Hollywood district of the City of Los Angeles; and

WHEREAS, a "Declaration of Gift" was executed on May 12, 1982, whereby the Barn was gifted by the Paramount Pictures Corporation to Licensee; and

WHEREAS, on October 26, 1982, the County and Licensee entered into a twenty-three (23) year lease agreement that was subsequently extended for three years (the "Lease Agreement"). The Lease Agreement provided that Licensee would place its Barn on the Licensed Premises in order to operate a museum (referred to as the "Hollywood Heritage Museum") through December 31, 2008.

WHEREAS, pursuant to California Government Code Section 25351.3, ownership of all "assets" of Licensee after payment or discharge of any indebtedness and liabilities were to revert to the County upon the expiration of the Lease Agreement on January 1, 2009; and

WHEREAS, the Board of Supervisors has concluded that, with the exception of the rent provided for in this License Agreement and any cash reserves, all property of Licensee, including, but not limited to, the Barn and all memorabilia and related property on display therein and any other property of Licensee (collectively, the "Licensee Property"), do not constitute "assets" for purposes of California Government Code Section 25351.3; and

WHEREAS, in reliance upon this conclusion by the Board of Supervisors, Licensee did not transfer all of the Licensee Property to a third party prior to the expiration of the Lease Agreement; and

WHEREAS, County acknowledges and agrees that California Government Code Section 25351.3 does not afford it any right to acquire any of the Licensee Property and further acknowledges that the Licensee Property, including the Barn and memorabilia in particular, remains the property of Licensee despite the expiration of the Lease Agreement; and

WHEREAS, on January 1, 2009, the County entered into a Director's Agreement for a period of six months that was subsequently extended for one (1) – six month option, which is due to expire on December 31, 2009; and

WHEREAS, parties now desire that Licensee continue to operate the Hollywood Heritage Museum in the Barn currently situated on the Licensed Premises, for the preservation of the history and memorabilia of the motion picture and related entertainment industries, and historic Hollywood, thus contributing to the education and cultural development of the City of Los Angeles; and

WHEREAS, Licensee is willing to exercise the grant of such license in accordance with the terms and conditions prescribed therefore; and

WHEREAS, this License Agreement therefore authorizes the Director of the Department of Parks and Recreation to act on behalf of the Los Angeles County

pursuant to Section 44.5 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.26.140 (A);

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A through H are attached to, and form a part of this License Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base License Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the License Agreement and then to the Exhibits according to the following priority:

1.1.1 Exhibit A1 and A2 – Licensed Premises

1.1.2 Exhibit B – Licensee's EEO Certification

1.1.3 Exhibit C – Safely Surrendered Baby Law

1.1.4 Exhibit D – Jury Service Ordinance (only for paid employees)

1.1.5 Exhibit E – IRS Notice 1015

1.1.6 Exhibit F – Licensee Confidentiality Certification

1.2 This License Agreement and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this License Agreement. No changes to this License Agreement shall be valid unless prepared pursuant to Section 6, Changes and Amendments, of this License Agreement, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as

used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 License Agreement: Agreement executed between the County and Licensee. It sets forth the terms and conditions for the License Agreement.

2.2 Licensee: The sole proprietor, partnership, or corporation that has entered into an Agreement with the County.

2.3 Licensed Premises: The real property located at 2100 North Highland Avenue, in the Hollywood district of the City of Los Angeles, approximately 12,000 square feet in area, including non-exclusive use of the parking lot for the parking of automobiles or buses only, and all rights of ingress and egress related thereto.

2.4 Operations Manager: The individual designated by the Licensee to administer the License Agreement operations after award of the License Agreement.

2.5 State: The State of California.

2.6 County: The County of Los Angeles.

2.7 Board of Supervisors: The Board of Supervisors of the County of Los Angeles acting as governing body or an authorized representative thereof.

2.8 Department: The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this License Agreement.

2.9 Director: The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this License Agreement, or his authorized representative(s).

2.10 County Agreement Manager: Person designated by the Director with authority to administer the services related to this License Agreement, or his/her authorized representative.

2.11 Day(s): Calendar day(s) unless otherwise specified.

2.12 Agreement Year: The first day of the month following approval by the Board of Supervisors.

3.0 USE GRANTED

3.1 Licensee is hereby authorized to continue to locate its Barn on the Licensed Premises, as shown in Exhibit A attached hereto and by reference is incorporated herein, and to operate a museum therein known as the "Hollywood Heritage Museum," for the preservation of the history and memorabilia of the motion picture and related entertainment industries, and historic Hollywood, thus contributing to the education and cultural development of the City of Los Angeles (the "License Purpose"). Licensee shall be allowed to display memorabilia, display and present educational and other public programming, and use the Licensed Premises only for the License Purpose. Licensee may also use the Licensed Premises for other activities that are reasonably related to the License Purpose, including without limitation, functions to raise funds in support of the Licensed Purpose; provided that at least twenty-one (21) days prior to holding any such function on the Licensed Premises, Licensee shall provide Director with written notice and obtain Director's prior approval by either: (i) consent from the Director, or (ii) if Licensee does not receive any response from the Director within seven (7) business days of the date of receipt by Director of such notice, which silence shall be deemed consent for the function. In all events, any such functions shall be for the limited purpose of raising funds in support of the License Purpose and shall be reasonably related to the License Purpose or the "Hollywood" industry or history. Regardless as to the form of approval, Licensee further agrees to adhere to any conditions or safety rules related to such function as required by Director.

3.2 Licensee shall make good effort attempts to provide County, on either a semi-annual or a quarterly basis, with a schedule indicating the hours of operation for the museum, as well as any special events. Said schedule, as well as written requests for approval of a special event should be forwarded to:

Hollywood Bowl
Attention: Operations
2301 North Highland Avenue
Los Angeles, California 90068
(323) 850-2060

3.3 The County, at its sole option, may develop and maintain routine landscaping on the Licensed Premises, including but not limited to, installation of irrigation systems, planting, replanting, and periodic maintenance of landscaping at any time during the term of this license, provided that the County will consult with Licensee at least fourteen (14) days prior to performing any such material work that may interfere with Licensee's access to or operations on the Licensed Premises or the public's access to or use of the Licensed Premises and the County will make reasonable efforts to coordinate such material work with Licensee so as to minimize any such interference. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from any such activities, unless such claim relates to County's gross negligence or intentional misconduct.

3.4 It is further understood that the Licensed Premises may be made freely accessible to the public for park and recreation purposes. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from such public use of the Licensed Premises, unless such claim relates to County's gross negligence or intentional misconduct. Licensee shall be permitted to construct a fence at its sole cost around the Barn and its deck areas only for security purposes; provided Licensee (a) obtains County's prior written approval as to the design (including, without limitation, material, height, and color of the fence), location, and installation schedule of the fence; and (b) provides County with a key or password combination in order to open the fence in the event of an emergency.

3.5 The right and permission of Licensee is subordinate to the right of County to use the Licensed Premises for the public purposes to which it now is and may, at the option of the County, be devoted. Licensee undertakes and agrees to use the Licensed Premises in such manner as it will not unreasonably injure or interfere with the full use and enjoyment by the public.

4.0 LICENSED PREMISES

4.1 The real property located at 2100 North Highland Avenue, in the Hollywood district of the City of Los Angeles, approximately 12,000 square feet in area, including the non-exclusive use of the parking lot for purposes of parking automobiles and buses only, and all rights of ingress and egress related thereto.

4.2 Licensee acknowledges personal inspection of the Licensed Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the Licensed Premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.

4.3 Licensee may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the Licensed Premises at Licensee's expense, provided: it first obtains written approval from the Director; permits are obtained therefore as hereinafter required; and there is compliance with such terms and conditions relating thereto, as may be imposed thereon by the Director.

4.4 Licensee hereby acknowledges the title of the County or its successors in said real property, to the Licensed Premises and the improvements located thereon (excluding the Barn and any other Licensee Property), and covenants and agrees never to assail, contest or resist said title. Licensee further agrees that Licensee's use and occupancy of the Licensed Premises shall be referable solely to the permission herein granted.

4.5 Ownership of all structures, buildings or improvements constructed or located by Licensee upon the Licensed Premises, including, but not limited to, the Barn and any other Licensee Property, and all alterations, additions or betterments thereto shall remain the property of the Licensee. Upon expiration of the term of the License Agreement as provided in Section 5.1, as may be extended in accordance with Section 5.2, Licensee will be required, at its own expense, to remove the Barn and all its improvements within one ninety (90) days after the end of the term of the License Agreement, and promptly return the Licensed Premises to its original condition, to the reasonable satisfaction of the County. Should the Licensee fail to remove the Barn and all its improvements within such ninety (90) day period, the County, without additional notice to Licensee, shall be entitled to keep such improvements or remove them from the Licensed Premises, entirely at the risk and sole expense of Licensee. Notwithstanding anything to the contrary in this License Agreement, the County acknowledges and agrees that the Barn is a designated California Historic Landmark within the State of California (California Landmark No. 554), and County shall comply with any requirements such a designation imposes.

5.0 TERM OF LICENSE AGREEMENT

5.1 The term of this License Agreement shall be for a period of four (4) years commencing on January 1, 2010, unless terminated sooner or extended, in whole or in part, as provided in this License Agreement.

5.2 Licensee shall have the option to extend the term of this License Agreement for one (1) additional one-year period. Said option may be exercised only with the condition that (a) Licensee is not in material default, in the opinion of the Director, of any of the material terms and conditions of this License Agreement, and (b) the Licensee gives notice that it will exercise the option to the Director at least ninety (90) days prior to the expiration of the original term of this License Agreement.

6.0 CHANGES AND AMENDMENTS

6.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the License Agreement during the term of this License Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors and approved by Licensee; provided that the County has added or changed such provisions in similarly situated or class contracts between the County and third parties. To implement such orders, an Amendment to the License Agreement shall be prepared and approved by Licensee and Director.

7.0 CONSIDERATION

7.1 In consideration for the use granted herein, Licensee shall pay the County a monthly amount equal to one hundred dollars ($100) throughout the term of the License Agreement, including any option year.

7.2 Payment is due and payable the first day of each calendar month for the duration of this License Agreement. Payment shall be by check or bank draft and made payable to the County of Los Angeles Department of Parks and Recreation. **Payment shall be mailed or otherwise delivered to the Treasurer and Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927** or such other place as may hereafter be designated in writing to the Licensee.

7.3 A late payment of two-percent (2%) per month shall be added to any late payment received by the Treasurer and Tax Collector. However, the late payment charge herein provided may be waived, whenever the Director finds a late payment excusable by reason of extenuating circumstances. At no time during the term of this License Agreement shall the County be obligated to notify Licensee of the accumulation of late payment charges.

8.0 SECURITY DEPOSIT

County and Licensee each acknowledge and understand that no security deposit has been paid by Licensee and none is required.

9.0 ACCOUNTING RECORDS

9.1 All sales shall be recorded and a customer's receipt shall be issued. Beginning and ending cash receipts shall be made a matter of daily record.

9.2 Licensee shall furnish the Director with a monthly gross receipts report. Such a report for the immediately preceding month shall accompany each monthly payment required to be made as provided herein. The monthly reporting period shall be by calendar month rather than monthly anniversary date of the effective date of this License Agreement. In addition thereto, Licensee shall furnish an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the County. The annual profit and loss statement shall be submitted to the **Contracts, Golf and Special Districts Division** within sixty (60) days of the close of the calendar year.

9.3 Licensee shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Licensee in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by Licensee or for recording Licensee's personal financial affairs. Such method shall include the keeping of the following documents:

9.3.1 Regular books of accounting such as general ledgers;

9.3.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;

9.3.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;

9.3.4 Cash transaction receipts (daily receipts may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);

9.3.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;

9.4 All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this License Agreement and for three (3) years thereafter. In addition, the County may from time to time conduct an audit and re-audit of the books and business conducted by Licensee and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

10.0 OPERATING RESPONSIBILITIES

10.1 Advertising Materials, Signs and Publicity

With the exception of any signs currently located or used on the Licensed Premises, and any maintenance or replacement thereof, Licensee shall not post any additional signs upon the Licensed Premises or improvements thereon without the County's prior written consent. Licensee may place temporary directional signs, as approved by Director, around the Licensed Premises to help direct visitors to the Licensed Premises during hours of operation and for special events, so long as all such temporary signage is removed within twenty-four hours (24) after conclusion of such special event or at the end of the business day during regular operations.

10.2 Compliance with Laws, Rules and Regulations

Licensee, in its use of the Licensed Premises and operation of the Hollywood Heritage Museum thereon, shall conform to and abide by all Federal, State, County, and municipal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the use and/or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction

thereover. Further, Licensee shall conform to and abide by all rules and regulations and policies of the Board of Supervisors and/or the Director of the Department of Parks and Recreation that Licensee is given notice of insofar as the same or any of them are applicable to Licensee's use of the Licensed Premises or its operation of the Hollywood Heritage Museum thereon.

10.3 Illegal Activities

Licensee shall not knowingly permit any illegal activities to be conducted upon the Licensed Premises.

10.4 Disorderly Persons

Licensee agrees to report to the County and/or not to knowingly allow any loud, boisterous or disorderly persons to loiter within the Licensed Premises; provided the County acknowledges that there is an existing homeless and transient loitering problem on the Licensed Premises for which Licensee has not been able to address.

10.5 Maintenance

10.5.1 Licensee shall be responsible for maintaining, at its sole expense, the Licensed Premises in as good a condition as received, normal wear and tear excluded; provided that Licensee shall not be responsible to do any capital improvements, renovations or construction (e.g., Licensee shall not be responsible to improve or replace the paving or structures on the Licensed Premises). Licensee acknowledges and agrees that County shall not be responsible for any damages which may occur to the Licensed Premises, unless such damage results from County's gross negligence or intentional misconduct.

10.5.2 Upon notification of any damage to the Licensed Premises caused by Licensee, its employees or agents, or need for any routine repair thereof, Licensee shall promptly commence efforts to repair such damage, but in no event later than fourteen (14) days after becoming aware of the occurrence thereof and diligently continue

such repairs to completion. Licensee shall oversee the performance of all such repairs required in compliance with all applicable laws.

10.6 Safety

Licensee shall immediately commence efforts to correct, and shall diligently continue such efforts to correct, any unsafe condition on the Licensed Premises it has caused or created; provided the County shall be responsible to correct any unsafe condition, that in its opinion, it has caused or created. Licensee shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the Licensed Premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with all Federal, State, County ordinances, and municipal ordinances or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Licensee's structures and enclosures located on the Licensed Premises.

10.7 Sanitation

No offensive matter, refuse, or substance constituting an unlawful fire hazard or unlawful detrimental to the public health, shall be permitted by Licensee and Licensee shall not permit or cause any accumulation thereof to occur. Licensee shall provide that all refuse is collected as often as necessary, and in no case less than once a week, and shall pay all charges which may be made for the removal thereof.

10.8 Security Devices

Licensee, at its own expense, may provide any legal devices or equipment including, but not limited to, a fence around the Barn as permitted in accordance with Section 3.4, and the installation thereof on the Licensed Premises, designated for the purpose of protecting the Licensed Premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

10.9 Utilities

Licensee shall pay for all costs, fees or charges for the application, installation, maintenance or the use of any utilities or services required in the exercise of the permission herein granted. Licensee waives any and all claims against the County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, electrical apparatus or wires serving the Licensed Premises, unless such claim relates to County's gross negligence or intentional misconduct.

10.10 Licensee's Staff and Employment Practices

10.10.1 Licensee shall designate one member of its staff as an Operations Manager with whom the County may deal with on a daily basis. Any person selected by Licensee as an Operations Manager shall be fully acquainted with the Licensee's operation, familiar with the terms and the conditions prescribed therefore by this License Agreement, and authorized to act in the day to day operation thereof.

10.10.2 The Director may at any time give Licensee written notice to the effect that the conduct or action of a designated employee of Licensee is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the Licensed Premises. Upon receipt of such notice, Licensee shall meet with representatives of the Director to discuss such conduct or action, and discuss possible solutions. Moreover, Licensee shall take reasonable steps to assure Director that the conduct and activities of Licensee's employee will not constitute a nuisance to the interest of the public patronizing the Licensed Premises.

11.0 STANDARD TERMS AND CONDITIONS

11.1 Agreement Enforcement and Amendment to the License Agreement

11.1.1 The Director shall be responsible for the enforcement of this License Agreement on behalf of the County and shall be assisted

therein by those officers and employees of the County having duties in connection with the administration thereof.

11.1.2 In the event either party commences legal proceedings for the enforcement of this License Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in the action brought thereon from the non-prevailing party.

11.1.3 This document may be modified only by further written agreement between the parties hereto. The Board of Supervisors' hereby authorizes the Director to act on its behalf in negotiations, approval, preparation and execution of any modification deemed necessary by said officer in the proper administration of this License Agreement. The Director shall consult with appropriate County employees and officials in the preparation of such amendments and in all circumstances shall obtain County Counsel's approval as to form prior to execution of final documents. Any such modification shall not be effective unless and until approved and executed by Licensee and in the case of the County, until approved by the Director.

11.2 Assignment and Subletting

Licensee shall not assign in part or in whole, sublicense, or otherwise transfer its rights under this License Agreement without the County's prior written approval. Any attempt by Licensee to assign or otherwise transfer rights under this License Agreement shall be void. Furthermore, any such attempted action by Licensee shall be deemed to be a material breach of this License Agreement. Notwithstanding anything to the contrary in this Section 11.2, Licensee shall have the right to assign this License Agreement and its rights, obligations and duties hereunder to an affiliate, a purchaser of the Barn, any entity acquiring all or substantially all of the assets of Licensee or otherwise, in connection with any merger, consolidation or restructuring of Licensee, upon written notification to the County.

11.3 Cancellation

11.3.1 Upon the occurrence of any one or more of the Events of Default (as described in Section 11.8), this License Agreement shall be subject to cancellation by the Director. The Director shall give Licensee ten (10) days notice by personal service or by registered or certified mail of the grounds for cancellation and indicate that an opportunity to be heard thereon will be afforded, if request is made to the Director within ten (10) days from the date of said notice.

11.3.2 Upon cancellation of this License Agreement pursuant to Section 11.3.1, County shall have the right to recover from Licensee (a) any damages to the Licensed Premises, and (b) any attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

11.3.3 Upon cancellation of this License Agreement pursuant to Section 11.3.1, County shall have the right to take possession of the Licensed Premises, including all improvements to the Licensed Premises, except for the Barn and any other Licensee Property, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this License Agreement.

11.3.4 Action by County to effectuate a cancellation and forfeiture of possession of the Licensed Premises shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

11.4 Compliance With Civil Rights Laws

Licensee hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under

this License Agreement or under any project, program, or activity supported by this License Agreement.

11.5 Conflict of Interest

11.5.1 No County employee whose position with the County enables such employee to influence the award of this License Agreement or any competing License Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this License Agreement. No officer or employee of the Licensee who may benefit financially from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

11.5.2 The Licensee shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this License Agreement. The Licensee warrants that it is not presently aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11.6 County's Quality Assurance Plan

The County or its agent will evaluate Licensee's performance under this License Agreement on not less than an annual basis. Such evaluation will include assessing Licensee's compliance with all agreement terms and performance standards. Material Licensee deficiencies that the County determines are severe or continuing and that may place performance of

the License Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement and/or corrective action measures taken by the County and Licensee.

11.7 Damage to County Facilities, Buildings or Grounds

11.7.1 Licensee shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, appurtenances, buildings, or grounds on the Licensed Premises caused by Licensee or employees or agents of Licensee. Such repairs shall be completed according to common industry standards and in accordance with all applicable laws, including obtaining required permits and following Los Angeles Building Code requirements and procedures, and shall be completed within a reasonable time after Licensee has become aware of such damage, but in any event Licensee shall commence such repairs no later than thirty (30) days after the occurrence.

11.7.2 In the event the Licensed Premises shall be totally or partially destroyed, either party may elect to terminate this License Agreement upon written notice to the other party.

11.7.3 Construction by County Affecting Premises

In the event that County shall construct or cause construction within the non-exclusive parking lot that is part of the Licensed Premises, this License Agreement shall continue in full force and effect, except that the location of the non-exclusive parking lot that is part of the Licensed Premises may be adjusted to a reasonably comparable alternative location at the Director's discretion, if necessary. Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Licensed Premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be available hereinafter under the laws and statutes of the State.

11.8 Events of Default

11.8.1 The failure of Licensee to pay the amount due in Section 7.0, Consideration, for the use granted herein in the manner and amount set forth hereinbefore within ten (10) days of written notice from County.

11.8.2 The failure of Licensee to operate in a manner required by this License Agreement and failure to cure the same within ten (10) days of written notice from County unless such cure cannot be reasonably completed within such ten (10) day period, then Licensee shall have such additional days reasonably necessary to complete such cure so long as Licensee is taking diligent efforts to do so through completion, and has initiated attempts to cure within ten (10) days of written notice from County.

11.8.3 Any breach of this License Agreement which County, in its sole discretion, determines to be a material breach of the License Agreement, and failure to cure the same within ten (10) days of written notice from County unless such cure can not be reasonably completed within such ten (10) day period, then Licensee shall have such additional days reasonably necessary to complete such cure so long as Licensee is taking diligent efforts to do so through completion, and has initiated attempts to cure within ten (10) days of written notice from County.

11.8.4 The failure of Licensee to maintain compliance with the requirements set forth in Subparagraph 11.16, Licensee's Warranty of Adherence to County's Child Support Compliance Program, within ninety (90) calendar days of written notice.

11.8.5 Failure on the part of Licensee or any County Lobbyist or County lobbying firm retained by Licensee to fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160.

11.9 Facsimile Representations

The County and Licensee hereby agree to regard facsimile

representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Notices and Amendments and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this License Agreement, and that the parties will follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

11.10 Force Majeure/Time Extensions

If performance by a part of any portion of this License Agreement is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions, civil commotions, fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Licensee's obligation to pay Rent, however, is not excused by this Section.

11.11 Governing Law, Jurisdiction, And Venue

Licensee shall be governed by, and construed in accordance with, the laws of the State of California. Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this License Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

11.12 Indemnification

Licensee shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts and/or omissions by Licensee arising from and/or relating to this License

Agreement, unless such claim relates to County's gross negligence or intentional misconduct.

11.13 Independent License

This License Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Licensee. Licensee shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of Licensee pursuant to this License Agreement.

11.14 General Provisions for All Insurance Coverage

Without limiting Licensee's indemnification of County, and in the performance of this License Agreement and until all of its obligations pursuant to this License Agreement have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 11.14 and 11.15 of this License Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License Agreement.

11.14.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County has been given Insured status under the Licensee's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this License Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The

County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Licensee insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this License Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Contracts, Golf, and Special Districts Division
301 North Baldwin Avenue, Arcadia CA 91007
Attention: Kandy E. Hays, Chief

Licensee also shall promptly report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property,

monies or securities entrusted to Licensee. Licensee also shall promptly notify County of any third party claim or suit filed against Licensee or any of its Sub-Licensees which arises from or relates to this License Agreement, and could result in the filing of a claim or lawsuit against Licensee and/or County.

11.14.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

11.14.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Licensee's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

11.14.4 Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License Agreement.

11.14.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

11.14.6 Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License Agreement, shall be primary with respect to all other sources of coverage available to Licensee. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

11.14.7 Waivers of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this License Agreement. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

11.14.8 Sub-Licensee Insurance Coverage Requirements

Licensee shall include all Sub-Licensees as insureds under Licensee's own policies, or shall provide County with each Sub-Licensee's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Licensee complies with the Required Insurance provisions herein, and shall require that each Sub-Licensee name the County and Licensee as additional insureds on the Sub-Licensee's General Liability policy. Licensee shall obtain County's prior review and approval of any Sub-Licensee request for modification of the Required Insurance.

11.14.9 Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles

and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11.14.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this License Agreement. Licensee understands and agrees to maintain such coverage in full force and effect, after expiration of the license term, so long as Licensee's Barn continues to occupy the Licensed Premises, and that such coverage shall remain in effect while the Barn and its contents are removed from the Licensed Premises and the Licensed Premises is restored to its original condition.

11.14.11 Application of Excess Liability Coverage

Licensees may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

11.14.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

11.14.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County shall be

designated as an Additional Covered Party under any approved program.

11.14.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions to commercial appropriate pervading standards, conditioned upon County's determination of changes in risk exposures.

11.15 INSURANCE COVERAGE

11.15.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

11.15.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

11.15.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be

modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

11.15.4 Property Coverage

Licensees given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County shall be named as an Additional Insured and Loss Payee on Licensee's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

11.16 Licensee's Warranty of Adherence to County's Child Support Compliance Program

11.16.1 Licensee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through license agreement and/or contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

11.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Licensee's duty under this License Agreement to comply with all applicable provisions of law, Licensee warrants that it is now in compliance and shall during the term of this License Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance

Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

11.17 Non-Discrimination and Affirmative Action

11.17.1 Licensee hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, and the Americans with Disabilities Act of 1990, to the and that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability, be subject to discrimination under the privileges and use granted by this License Agreement or under any project, program or activity supported by this License Agreement.

11.17.2 Licensee certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, age, marital status, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964, the Unruh Civil Rights Act, the Cartwright Act, and the State Fair Employment Practices Act.

11.17.3 Licensee certifies and agrees that sublicensees, if any, sublicensees, if any, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, sex, age, marital status, or disability.

11.17.4 The parties agree that in the event Licensee violates the non-discrimination provisions contained herein, County shall, at its

option, be entitled to a sum of FIVE HUNDRED DOLLARS ($500.00) pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this License Agreement. Licensee further agrees that FIVE HUNDRED DOLLARS ($500.00) is a reasonable sum under all of the circumstance existing at the time of the execution of this License Agreement.

11.18 [Intentionally Omitted]

11.19 Notices

Any notice required to be given under the terms of this License Agreement or any law applicable thereto may be: (1) by facsimile; (2) sent by electronic mail (email); (3) delivered by personal service, placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. **The address to be used for any notice served by mail upon Licensee shall be: Hollywood Heritage Museum, Attention: Operations Manager, 2100 N. Highland Avenue, Hollywood, CA 90068 or such other place as may hereafter be designated in writing to the Director by Licensee. The address to be used for any notice served by mail upon the County shall be: Los Angeles County Department of Parks and Recreation, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007 and Hollywood Bowl, Operations, 2301 North Highland Avenue, Los Angeles, CA 90068,** or such other place as may hereafter be designated in writing to Licensee by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this License Agreement.

11.20 Notice to Employees Regarding the Federal Earned Income Credit

The Licensee shall notify its employees, and shall require each sub-licensee and/or subcontractor, if any, to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit E.

11.21 Notice to Employees Regarding the Safely Surrender Baby Law

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all companies doing business with the County to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee shall provide to its employees, and shall require each sub-licensee and/or subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C of this License Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

11.22 Public Records Act

11.22.1 Any documents submitted by the Licensee; all information obtained in connection with the County's right to audit and inspect the Licensee's documents, books, and accounting records pursuant to Subsection 11.23, Record Retention and Inspection/Audit Settlement, of this License Agreement; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

11.22.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Licensee agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

11.23 Record Retention and Inspection/Audit Settlement

The Licensee shall maintain accurate and complete financial records of its activities and operations relating to this License Agreement. The Licensee agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this License Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment and proprietary data and information, shall be kept and maintained by the Licensee and shall be made available to the County during the term of this License Agreement and for a period of three (3) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Licensee at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Licensee shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

11.23.1 In the event that an audit of the Licensee is conducted specifically regarding this License Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Licensee or

otherwise, then the Licensee shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Licensee's receipt thereof, unless otherwise provided by applicable Federal or State law or under this License Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

11.24 Recycled-Bond Paper

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

11.25 Right of Entry

Any officers and/or authorized employees of the County may enter upon the Licensed Premises at any time during the Licensee's normal hours of operation or upon no less than twenty-four (24) hours prior verbal notice (except in the event of emergency to person or property), subject to being accompanied by the Licensee's Operations Manager, for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Licensed Premises. However, nothing in this paragraph shall limit the rights of the County to enter the Licensed Premises pursuant to Section 3.4.

11.26 Severability

If any provision of this License Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

11.27 Surrender of Premises

Upon termination of this License Agreement, Licensee shall peaceably vacate the Licensed Premises and remove its Barn and related improvements located thereon and deliver up the same to County in as

good a condition as received from County, ordinary wear and tear excepted.

11.28 Validity

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

11.29 Waiver

11.29.1 Any waiver by the County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License Agreement or stopping the County from enforcing the full provisions thereof.

11.29.2 No delay, failure, or omission of the County to re-enter the Licensed Premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

11.29.3 No notice to Licensee shall be required to restore or revive "time of the essence" after the waiver by the County of any default.

11.29.4 No option, right, power, remedy or privilege of the County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies

given the County by this License Agreement shall be cumulative.

11.30 Warranty Against Contingent Fees

11.30.1 The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

11.30.2 For breach of this warranty, the County shall have the right to terminate this License Agreement and, at its sole discretion, deduct from the License Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12.0 ENTIRE LICENSE AGREEMENT

This document and the exhibits attached hereto, constitutes the entire License Agreement between the County and Licensee for the authorized operations and use granted herein on the Licensed Premises with regard to the operation of the Hollywood Heritage Museum by Licensee in its Barn currently situated on the Licensed Premises. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibits attached hereto, the terms, conditions, promises and covenants relating to the Licensee's operation or the Hollywood Heritage Museum in its Barn on the Licensed Premises to be used in the conduct thereof.

13.0 AUTHORIZATION WARRANTY

Each of the parties hereto represents and warrants that the person executing this License Agreement on its behalf is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this

License Agreement and that all requirements of such party have been fulfilled to provide such authority.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Licensee has executed this License Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this License Agreement to be executed on its behalf by the Director of the Department of Parks and Recreation thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By_____

Russ Guiney, Director

Department of Parks and Recreation

LICENSEE

By_____

Andrew Schwartz, President

Hollywood Heritage, Inc.

APPROVED AS TO FORM:

ROBERT E. KALUNIAN

Acting County Counsel

By Christina A. Salseda

Christina A. Salseda, Principal Deputy

EXHIBIT A1 - HOLLYWOOD STUDIO MUSUEM

That portion of real property located in the City of Los Angeles, County of Los Angeles, State of California. Being a portion of Lot 11 in Block 8 of the Hollywood Ocean View Tract, as per map recorded in Book 1 Page 62 of Maps in the office of the county recorder of said county, described as follows:

Beginning at the intersection of the Easterly line of Highland Avenue,as shown on said map, with a line distant Northerly 1.40 feet, measured at right angles from the Southerly line of said Lot, said point being distant N 28 deg. 53 min. 30 sec. E a distance of 1.45 feet from the Southwest corner of said Lot; thence S 75 deg. 50 min. 00 sec. E along the centerline of Las Palmas Avenue,a distance of 135.01 feet to a point, said centerline being parallel with and distant Northerly 1.40 feet from the Southerly line of said Lot; thence N 25 deg. 02 min. 10 sec. E a distance of 13.24 feet to a point, said point being the True Point of Beginning, located on the Northerly right of way of Las Palmas Avenue (26 feet wide); thence N 25 deg. 02 min. 10 sec. E a distance of 90.09 feet to a point; thence along a curve concave Southeasterly having a rasius of 99.23 feet and a central angle of 48 deg. 10 min. 30 sec. an arc distance of 83.43 feet to a point; thence N 73 deg. 12 min. 40 sec. E a distance of 73.46 feet to a point; thence S 50 deg. 06 min. 20 sec. E a distance of 34.08 feet to a point; thence S 55 deg. 22 min. 00 sec. W a distance of 38.30 feet to a point; thence along a curve concave Southeasterly having a radius of 92.37 feet and a central angle of 31 deg. 25 min. 00 sec. an arc distance of 50.65 feet to a point; thence S 23 deg. 57 min. 00 sec. W a distance of 28.52 feet to a point; thence S 15 deg. 54 min. 02 sec. W a distance of 75.81 feet to a point; thence N 75 deg. 50 min. 00 sec. W a distance of 103.20 feet to The True Point of Beginning.

Containing 16,018 Sq. Ft.
0.37 Acres

Exhibit A2

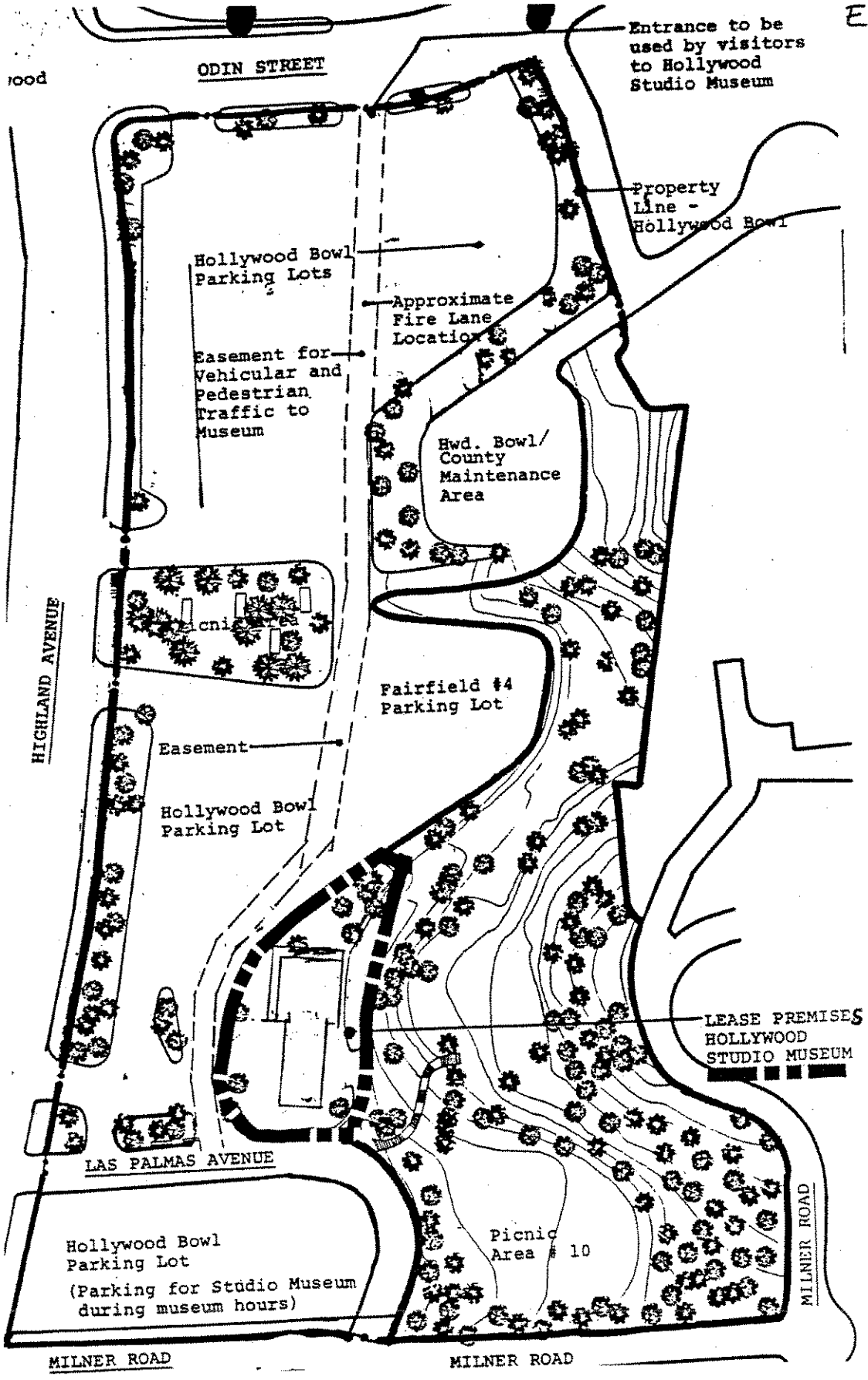

ood
ODIN STREET
Entrance to be used by visitors to Hollywood Studio Museum
Property Line - Hollywood Bowl
Hollywood Bowl Parking Lots
Approximate Fire Lane Location
Easement for Vehicular and Pedestrian Traffic to Museum
Hwd. Bowl/ County Maintenance Area
Picnic Area
HIGHLAND AVENUE
Fairfield #4 Parking Lot
Easement
Hollywood Bowl Parking Lot
LEASE PREMISES HOLLYWOOD STUDIO MUSEUM
LAS PALMAS AVENUE
Hollywood Bowl Parking Lot
(Parking for Studio Museum during museum hours)
Picnic Area # 10
MILNER ROAD
MILNER ROAD
MILNER ROAD

EXHIBIT B

LICENSEE'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

_____
Licensee's Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964*, *42 USC Sections 2000e through 2000e-17*, Section 504 of the *Rehabilitation Act of 1975*, the *Food Stamp Act of 1977*, the *Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990*, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

LICENSEE 'S CERTIFICATION

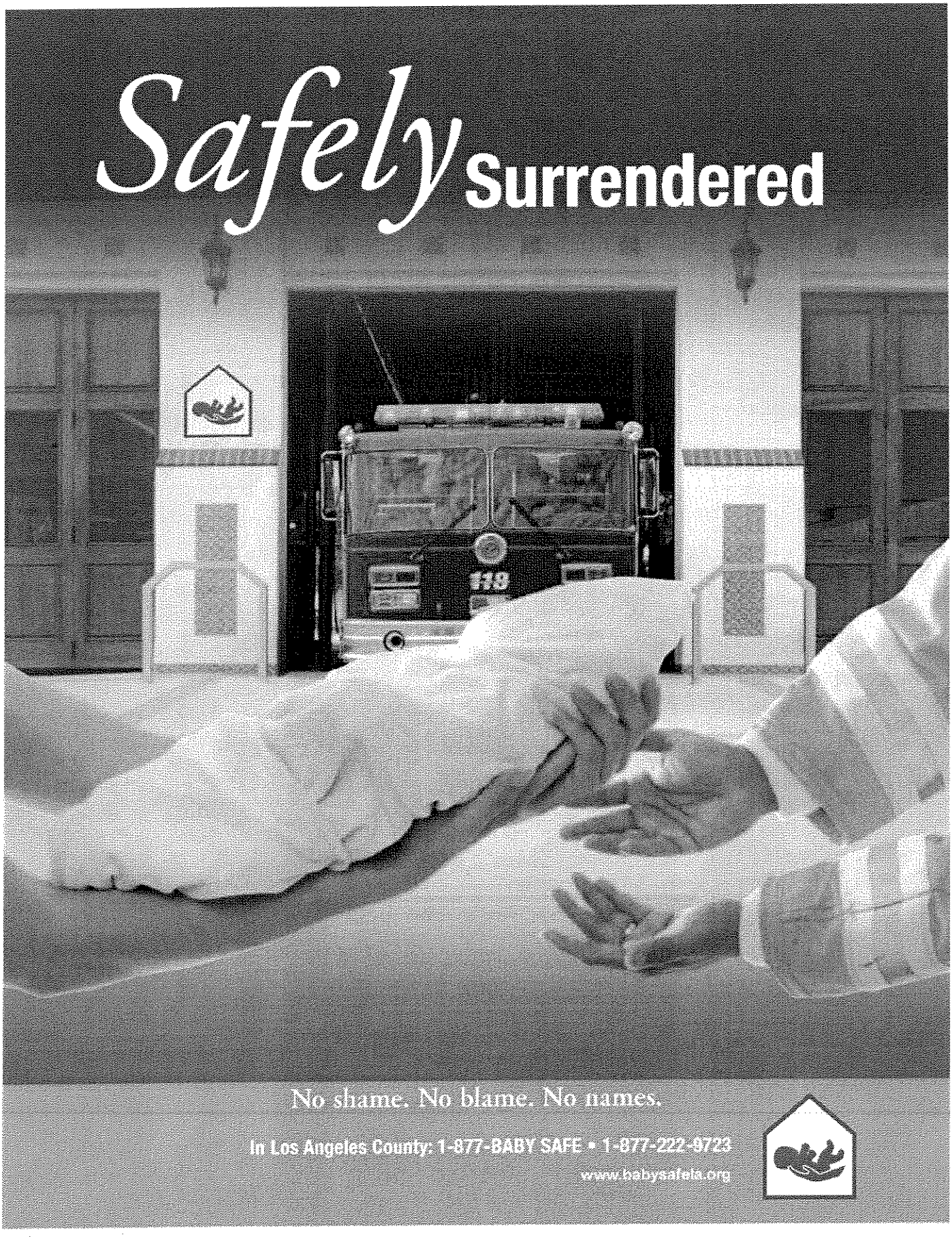
		Check One
1.	The Licensee has a written policy statement prohibiting discrimination in all phases of employment.	[ ] Yes [ ] No
2.	The Licensee periodically conducts a self analysis or utilization analysis of its work force.	[ ] Yes [ ] No
3.	The Licensee has a system for determining if its employment practices are discriminatory against protected groups.	[ ] Yes [ ] No
4.	Where problem areas are identified in employment practices, the Licensee has a system for taking reasonable corrective action which includes the establishment of goals and timetables.	[ ] Yes [ ] No

Name (please print or type) _____

Title of Signer (please print or type) _____

Signature _____ Date _____

Exhibit C


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

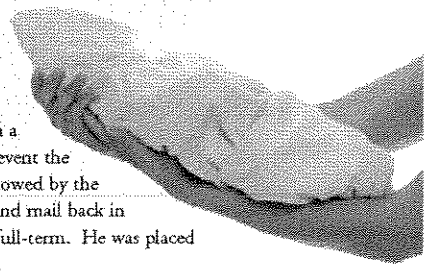
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

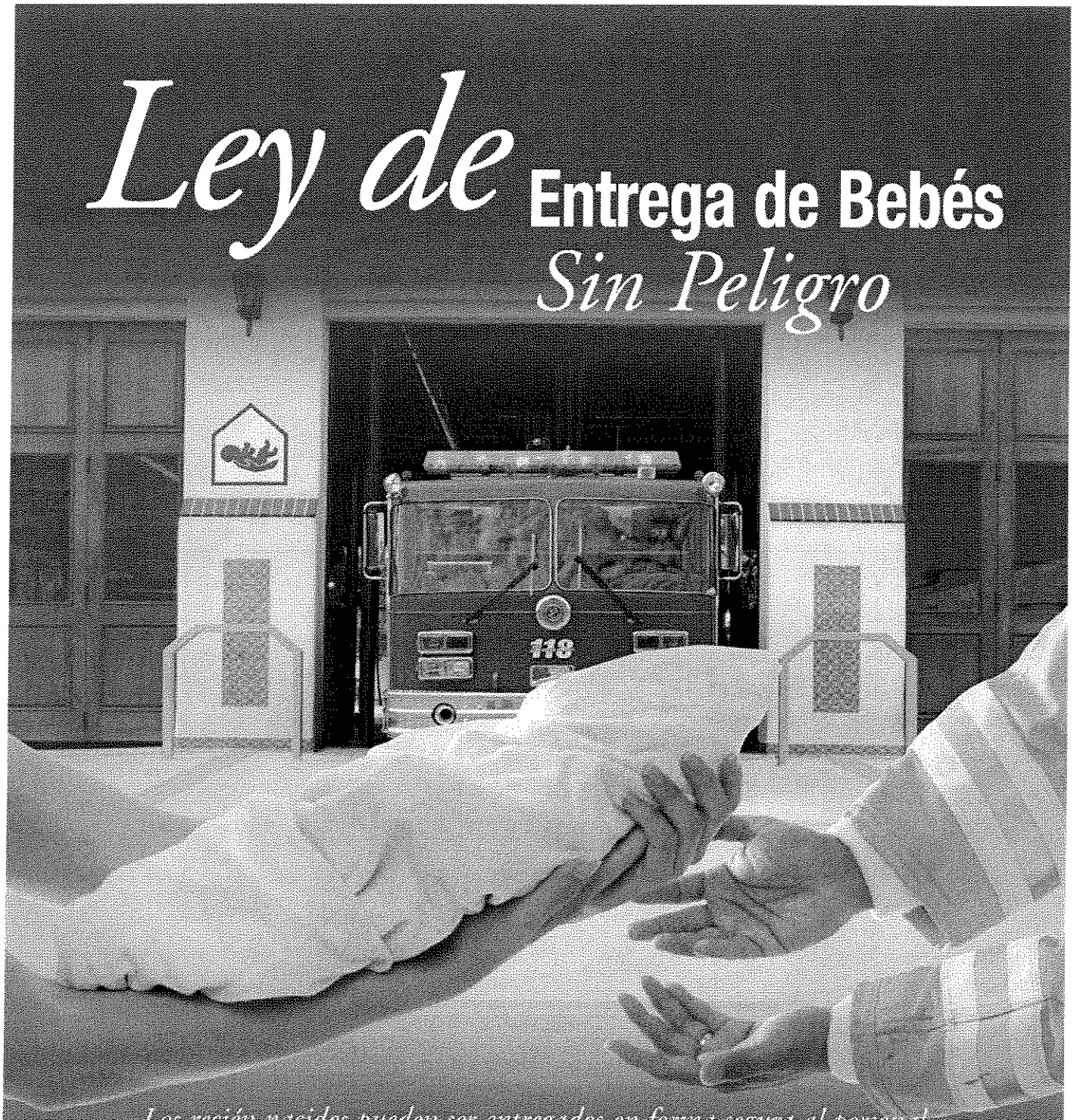
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

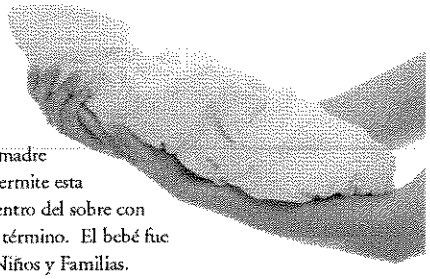
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT D
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT E

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than $39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

EXHIBIT F

LICENSEE CONFIDENTIALITY CERTIFICATION

LICENSEE NAME _____
Agreement No._____

GENERAL INFORMATION:

The Licensee referenced above has entered into a license agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Licensee Acknowledgement and Confidentiality Agreement.

LICENSEE ACKNOWLEDGEMENT:

Licensee understands and agrees that the Licensee employees, consultants, Outsourced Vendors and independent Licensees (Licensee's Staff) that will provide services in the above referenced agreement are Licensee's sole responsibility. Licensee understands and agrees that Licensee's Staff must rely exclusively upon Licensee for payment of salary and any and all other benefits payable by virtue of Licensee's Staff's performance of work under the above-referenced agreement.

Licensee understands and agrees that Licensee's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Licensee's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced agreement. Licensee understands and agrees that Licensee's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Licensee and Licensee's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Licensee and Licensee's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Licensee and Licensee's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Licensee and Licensee's Staff understand that if they are involved in County work, the County must ensure that Licensee and Licensee's Staff, will protect the confidentiality of such data and information. Consequently, Licensee must sign this Confidentiality Agreement as a condition of work to be provided by Licensee's Staff for the County.

Licensee and Licensee's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced agreement between Licensee and the County of Los Angeles. Licensee and Licensee's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Licensee and Licensee's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Licensee proprietary information and all other original materials produced, created, or provided to Licensee and Licensee's Staff under the above-referenced agreement. Licensee and Licensee's Staff agree to protect these confidential materials against disclosure to other than Licensee or County employees who have a need to know the information. Licensee and Licensee's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Licensee and Licensee's Staff shall keep such information confidential.

Licensee and Licensee's Staff agree to report any and all violations of this agreement by Licensee and Licensee's Staff and/or by any other person of whom Licensee and Licensee's Staff become aware.

Licensee and Licensee's Staff acknowledge that violation of this agreement may subject Licensee and Licensee's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/_____/_____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Licensee's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)