



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
"Parks Make Life Better!"

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

June 26, 2018

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:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

3 June 26, 2018

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

**APPROVAL OF TWO LICENSE AGREEMENTS WITH  
STC ONE, LLC, REGISTERED IN CALIFORNIA AS TOWER COMPANY ONE, LLC  
FOR A CELLULAR ANTENNA FACILITY AT TED WATKINS MEMORIAL PARK AND  
JESSE OWENS COMMUNITY REGIONAL PARK  
(SUPERVISORIAL DISTRICT 2) (3 VOTES)**

**SUBJECT**

Approval of the recommended actions will authorize two (2) License Agreements between the County of Los Angeles and STC ONE, LLC, registered in California as Tower Company One LLC, for the use of a portion of Ted Watkins Memorial Park and Jesse Owens Community Regional Park.

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

1. Find that the proposed two (2) License Agreements are categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the License Agreements.
2. Find that the approval of the two (2) License Agreements, pursuant to the requirements of Government Code Section 25526.6, are in the public interest and will not substantially conflict or interfere with the use of the property of the County of Los Angeles.

3. Authorize the Director of Parks and Recreation, or his designee, to execute two (2) five-year term License Agreements with STC ONE, LLC for the use of a portion of Ted Watkins Memorial Park and Jesse Owens Community Regional Park for the maintenance and operation of Cellular Antenna Facilities with an initial monthly rent of \$5,175 and a 3.5 percent increase effective July 1st of each year thereafter for each agreement. The License Agreements will become effective July 1, 2018.
4. Authorize the Director, in his sole discretion, to exercise one (1) five-year renewal option for each License Agreement.
5. Approve the use of the funds received for the operation of the Cellular Antenna Facilities in lieu of the acquisition of substitute park land pursuant to Public Resources Code Section 5404.
6. Instruct the Auditor-Controller and the Department of Parks and Recreation to deposit rent proceeds into the Park Improvement Special Fund pursuant to the Public Park Reservation Act of 1971.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On November 6, 1997, the Board of Supervisors (Board) approved two (2) License Agreements, Numbers 71084 and 71085, with Cox Communications PCS, LP, the original licensee, for the construction, installation, repair, removal, replacement, maintenance, and operation of communications facilities at Ted Watkins Memorial Park (Ted Watkins Park) and Jesse Owens Community Regional Park (Jesse Owens Park). The two (2) original License Agreements expired on November 29, 2017 and have continued on a month-to-month basis as of November 30, 2017.

The monthly rent for each License Agreement shall be \$5,175 per month beginning July 1, 2018, with a negotiated 3.5 percent increase annually thereafter. The anticipated annual rent for each License Agreement will be:

License Period	Monthly Rent Amount
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Initial Term

July 1, 2018 – June 30, 2019	\$5,175
July 1, 2019 – June 30, 2020	\$5,356
July 1, 2020 – June 30, 2021	\$5,544
July 1, 2021 – June 30, 2022	\$5,738
July 1, 2022 – June 30, 2023	\$5,938

Option years

July 1, 2023 – June 30, 2024	\$6,146
July 1, 2024 – June 30, 2025	\$6,361
July 1, 2025 – June 30, 2026	\$6,584
July 1, 2026 – June 30, 2027	\$6,814
July 1, 2027 – June 30, 2028	\$7,053

Ted Watkins Park License Agreement:

Initial five (5) year term - \$333,012  
Five (5) year option term - \$395,496  
Ten (10) year contract - \$ 728,508

Jesse Owens Park License Agreement:

Initial five (5) year term - \$333,012  
Five (5) year option term - \$395,496  
Ten (10) year contract - \$ 728,508

The total anticipated rent for the two (2) License Agreements for ten (10) years will be \$1,457,016.

**Implementation of Strategic Plan Goals**

The recommended License Agreements will further the County's Strategic Plan, Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.1 Maximize Revenue, and Objective III.3.2 Manage and Maximize County Assets by maximizing the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

**FISCAL IMPACT/FINANCING**

The current month-to-month License Agreements yield a monthly rent of \$2,487 for each of the two facilities. Pursuant to the terms of the two (2) proposed License Agreements, STC ONE, LLC will pay the County of Los Angeles (County) \$5,175 per month for each of the two facilities beginning July 1, 2018, and annually, thereafter, the rent will increase 3.5 percent for the remainder of the initial term and option years for each License Agreement.

Pursuant to the Public Park Preservation Act of 1971 (Act) (Public Resources Code Section 5400, et seq.), the rent revenues from the recommended two (2) License Agreements will be deposited into the Department of Parks and Recreation's (Department) Park Improvement Special Fund (PISF) to be used for improvements at Ted Watkins and Jesse Owens Parks. On May 31, 2005, the Board approved the establishment of the PISF in order to capture proceeds from sales and leases of park lands that are subject to the Act. The PISF will be adjusted in 2018-19 supplemental budget changes to recognize the additional revenue.

Operating Budget Impact

The recommended actions do not have an impact on the Department's Operating Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County is authorized by the provision of Government Code Section 25526.6 to license its property to a public utility if the Board finds that such conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County.

Under the Act, the County may permit as much as ten percent of park property – up to a maximum of one (1) acre – to be used for non-park purposes. However, the Act requires that the County receive replacement property and/or payment in exchange for the dedication of park property for a non-park purpose and further stipulates that the County must expend any payments received to improve the non-acquired portion of the park land and facilities. The recommended action and Agreements meet the requirements of the Act.

The Act requires that any action to permit park property to be used for non-park purposes be taken at a noticed public hearing. Notice of Public Hearing has been posted at Ted Watkins and Jesse Owens Parks for 45 days in accordance with the Act.

The two (2) License Agreements contain terms and conditions supporting the Board's ordinances, policies, and programs, including but not limited to: Reporting of Improper Solicitations, Board Policy No. 5.060; 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; 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 agreements termination or renegotiation.

STC ONE, LLC has executed the attached two (2) License Agreements and will provide the required insurance policies prior to the start of two (2) License Agreements, naming the County as an Additional Insured.

County Counsel has approved the attached two (2) License Agreements as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed two (2) License Agreements are categorically exempt from the California Environmental Quality Act (CEQA). The two (2) License Agreements, which permit STC ONE, LLC the use of a portion of Ted Watkins and Jesse Owens Parks for the maintenance and operation of Cellular Antenna Facilities for a term of up to ten (10) years each, are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the License Agreements provide for licensing of existing public facilities.

### **CONTRACTING PROCESS**

The contracting process does not apply since the two (2) License Agreements are in the public interest and will not substantially conflict or interfere with the use of the property of the County pursuant to the requirements of Government Code Section 25526.6.

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

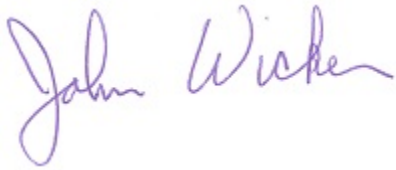
There will be no negative impact on current County services or projects during the performance of the recommended services.

**CONCLUSION**

It is requested that three (3) adopted copies of the action taken by the Board be forwarded to the Department.

Should you have any questions, please contact Alen Akopyan at (626) 588-5299 or [aakopyan@parks.lacounty.gov](mailto:aakopyan@parks.lacounty.gov), Cindy Chang at (626) 588-5254 or [cchang@parks.lacounty.gov](mailto:cchang@parks.lacounty.gov), Nicole Melkonian at (626) 588-5367 or [nmelkonian@parks.lacounty.gov](mailto:nmelkonian@parks.lacounty.gov), or Aram Pirjanian at (626) 588-5368 or [apirjanian@parks.lacounty.gov](mailto:apirjanian@parks.lacounty.gov).

Respectfully submitted,



JOHN WICKER

Director

JW:NEG:MR

RL:CC:AA:rc

Enclosures

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



**LICENSE AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**STC ONE LLC, registered in California as TOWER COMPANY  
ONE LLC**

**FOR**

**A CELLULAR ANTENNA FACILITY AT  
TED WATKINS MEMORIAL PARK**

**Parks  
Make  
Life  
Better!**<sup>SM</sup>

**RECITALS: ..... 1**

**1.0 APPLICABLE DOCUMENTS ..... 2**

**2.0 DEFINITIONS ..... 2**

**3.0 USE GRANTED ..... 2**

**4.0 LICENSED PREMISES ..... 4**

**5.0 TERM..... 5**

**6.0 CONSIDERATION ..... 6**

**7.0 STANDARD TERMS AND CONDITIONS ..... 7**

**7.1 Amendments ..... 7**

**7.2 Assignment, Delegation and Transfer..... 8**

**7.3 Sublicense ..... 10**

**7.4 Authorization Warranty..... 12**

**7.5 Compliance with Applicable Law..... 12**

**7.6 Compliance with Civil Rights Laws ..... 13**

**7.7 Conflict of Interest ..... 13**

**7.8 County’s Quality Assurance Plan..... 14**

**7.9 Damage to County Facilities, Buildings or Grounds..... 14**

**7.10 Destruction of Premises and Construction by County Affecting Premises  
    ..... 15**

**7.11 Employment Eligibility Verification ..... 15**

**7.12 Force Majeure..... 16**

**7.13 Governing Law, Jurisdiction, and Venue ..... 16**

**7.14 Independent Licensee Status..... 16**

**7.15 Indemnification..... 17**

**7.16 General Insurance Requirements ..... 17**

**7.17 Insurance Coverage Requirements ..... 22**

**7.18 Licensee’s Acknowledgement of County’s Commitment to the Safely  
    Surrendered Baby Law ..... 24**

**7.19 Licensee’s Warranty of Adherence to County’s Child Support Compliance  
    Program ..... 24**

**7.20 Nondiscrimination and Affirmative Action..... 25**

**7.21 Non-Exclusivity ..... 26**

**7.22 Notice of Employees Regarding the Federal Earned Income Credit ..... 26**

**7.23 Notice to Employees Regarding the Safely Surrendered Baby Law ..... 27**

**7.24 Notices ..... 27**

**7.25 Prohibition Against Inducement or Persuasion ..... 28**

**7.26 Public Records Act ..... 28**

7.27	Publicity .....	28
7.28	Recycled Bond Paper .....	29
7.29	Right of Entry .....	29
7.30	Security Deposit.....	29
7.31	Intentionally left blank .....	30
7.32	Surrender of Premises.....	30
7.33	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	31
7.34	Termination for Convenience.....	31
7.35	Termination for Default.....	32
7.36	Termination for Improper Consideration .....	33
7.37	Termination for Non-Adherence of County Lobbyist Ordinance .....	34
7.38	Validity .....	34
7.39	Waiver .....	34
7.40	Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	35
7.41	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	35
7.42	Termination for Insolvency .....	36
7.43	Time Off for Voting.....	36
7.44	Compliance with County's Zero Tolerance Policy on Human Trafficking	37
8.0	<b>OPERATING RESPONSIBILITIES.....</b>	<b>37</b>
8.1	Advertising Materials and Signs.....	37
8.2	Habitation.....	37
8.3	Illegal Activities .....	37
8.4	Maintenance .....	37
8.5	Non-Interference .....	37
8.6	Safety .....	38
8.7	Sanitation.....	38
8.8	Security Devices .....	38
8.9	Utilities .....	38
8.10	Licensee's Staff and Employment Practices .....	39
8.11	Compliance with County's Smoking Ban Ordinance.....	39
8.12	Upgrading Antenna Facilities.....	40
9.0	<b>ENTIRE AGREEMENT .....</b>	<b>40</b>



**EXHIBITS**

- A DEMISED PREMISES
- B SAFELY SURRENDERED BABY LAW
- C LICENSEE'S EEO CERTIFICATION
- D SMOKING BAN ORDINANCE
- E CERTIFICATION OF COMPLIANCE WITH DEFAULTED PROPERTY TAX  
ORDINANCE
- F DEFAULTED PROPERTY TAX ORDINANCE
- G IRS NOTICE 1015

**LICENSE AGREEMENT FOR A CELLULAR ANTENNA FACILITY  
AT TED WATKINS MEMORIAL PARK**

This License Agreement for a Cellular Antenna Facility at Ted Watkins Memorial Park is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

BY AND BETWEEN

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

**STC ONE LLC**, a Delaware limited liability  
company, registered in California as  
**TOWER COMPANY ONE LLC**, by and  
through **GLOBAL SIGNAL ACQUISITIONS  
III LLC**, a Delaware limited liability  
company, its Attorney in Fact,  
hereinafter referred to as "Licensee".

**RECITALS:**

**WHEREAS**, County is the owner of certain real property commonly known as Ted Watkins Memorial Park, located at 1335 E. 103rd Street, Los Angeles, CA 90002 (the "Property"); and

**WHEREAS**, Licensee is desirous of using on an exclusive basis, a portion only of said Property as described in Exhibit A; hereinafter referred to as the "Antenna Site" or "Licensed Premises", together with an additional portion of said Property on a non-exclusive basis for access and utilities, hereinafter referred to as the "Access Area";

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

**WHEREAS**, the Board of Supervisors is authorized by the provisions of Government Code Section 25526.6 to enter into this License Agreement;

**WHEREAS**, Licensee and County agree that Licensee's operation of Antenna Facility at the Ted Watkins Memorial Park is in the public interest and shall not interfere with the public's use of the Ted Watkins Memorial Park; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

## 1.0 APPLICABLE DOCUMENTS

Exhibit(s) A, B, C, D, E, F, and G are attached hereto and form a part of this License Agreement. In the event of any conflict or inconsistency in definition or interpretation of any word, responsibility, schedule or the contents of description of a task, deliverable, goods, services or otherwise, between the License Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the License Agreement and then to Exhibits in descending alphabetical order.

## 2.0 DEFINITIONS

2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2.2 In addition to terms which may be defined elsewhere in this License Agreement, 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:

2.2.1 **Board:** The Board of Supervisors of the County of Los Angeles.

2.2.2 **County:** The County of Los Angeles.

2.2.3 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation (Department) or an authorized representative thereof.

2.2.4 **License Agreement:** Contract executed between County and Licensee.

2.2.5 **Licensee:** The sole proprietor, partnership, or corporation that has entered into a contract with the County.

2.2.6 **Revenue:** All income (actual or in kind) from any source derived, including, but not limited to: monetary compensation, in kind compensation, fees, commissions, interest, rent, royalty, dividend, etc.

2.2.7 **State:** The State of California.

## 3.0 USE GRANTED

3.1 Licensee shall have the right to construct, install, repair, remove, replace, maintain, and operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes,

tower and base, equipment shelters and/or cabinets and related cables and utility lines, including, without limitation, antennas, coaxial cable, base units, and other associated equipment (collectively, "Antenna Facilities") for the transmission and reception of communication signals and is allowed ingress to and egress from and access to said Licensed Premises (defined below) over and across the Property 24 hours per day, 7 days per week. The Licensed Premises shall be used only for its authorized purposes, and such other purposes as are directly related thereto provided express written approval therefore is granted by the Director, and for no other purposes whatsoever.

- 3.2 Licensee, at its own expense, shall erect and maintain on the Licensed Premises improvements, personal property and facilities necessary to operate its Antenna Facilities. County and Licensee hereby acknowledge that certain aspects and/or components of Licensee's Antenna Facilities will be contained in the Licensed Premises.
- 3.3 It is understood that County, at its sole option, may develop and maintain landscaping adjacent to the Licensed Premises, including but not limited to, grading, filling, compaction, installation of irrigation systems, planting, replanting, and periodic maintenance of landscaping at any time during the Term of this License. Licensee shall make no claim against County for any damage or destruction of Licensee's improvements, personal property, or facilities or for any inconvenience resulting from any such activities of County and waive any of its or insurers' rights of recovery or subrogation against the County in relation thereto. However, County will consult with Licensee prior to commencement of any substantial work and will use reasonable good faith efforts not to unduly inconvenience, damage or interfere with Licensee's operation of the Antenna Facilities in the performance of such work.
- 3.4 It is further understood that the Property may be made freely accessible to the public for park and recreation purposes except as otherwise provided herein. 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 Property.

3.5 Unless otherwise set forth herein, the right and permission of Licensee is subordinate to the prior and paramount right of County to use said Property 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 will not injure or unreasonably interfere with the full use and enjoyment by the public of the Property lying outside of the boundaries of the Licensed Premises.

#### **4.0 LICENSED PREMISES**

4.1 The Licensed Premises is that portion of the Property located within the boundaries of the Ted Watkins Memorial Park together with all necessary space and easements for access and utilities, herein referred to as the "Licensed Premises," as shown in Exhibit A, attached hereto and incorporated herein by reference.

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 its 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, routine maintenance, replacements or other changes to the Licensed Premises at Licensee's expense, provided written approval thereof is first obtained from the Director, such approval shall not be unreasonably withheld or conditioned, provided however, permits are obtained as required, and there is compliance with such terms and conditions relating thereto, as may be reasonably imposed thereon by the Director. The parties hereby agree that if Licensee's alterations or changes do not increase the size of the Tower or appurtenant structure(s), Director shall not impose a condition for additional License Fees. However, should Licensee's alterations or changes add significant capacity or otherwise significantly improve the Tower or appurtenant structure(s) the Director reserves the right to require additional License Fees. Notwithstanding anything to the contrary, Licensee is not required to obtain approval for routine maintenance and replacement of damaged/non-functioning

equipment with substantially similar equipment provided written notice is provided to the Director detailing the replacement of damaged/non-functioning equipment and the equipment that will be used to replace it.

- 4.4 Licensee hereby acknowledges the title of the County or its successors in the Property, to the Licensed Premises and the improvements located thereon, excepting the Antenna Facilities and all improvements operated by Licensee upon the Licensed Premises, 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 used as herein granted.
- 4.5 Ownership of the Antenna Facilities and all improvements constructed by Licensee upon the Licensed Premises and all alterations, additions or betterments thereto shall remain with Licensee until termination of this License Agreement, and, at Licensee's option, may be removed by Licensee at any time during the Term subject to the termination clause in this License Agreement. Upon termination hereof, whether by expiration of the Term, cancellation, forfeiture, revocation, or otherwise, Licensee shall remove the Antenna Facilities and restore the Licensed Premises to substantially the condition in which it existed immediately prior to construction start, reasonable wear and tear excepted within ninety (90) days of the termination of this License Agreement. In the event of Licensee's failure to do so, County may restore the Licensed Premises entirely at the risk and expense of the Licensee.

## **5.0 TERM**

- 5.1 The initial term ("Initial Term") of this License Agreement will be for a period of five (5) years commencing on the first day of the month following approval by the Board of Supervisors (the "Commencement Day") and execution by the Director, unless terminated as provided hereinafter. Director shall have the sole option to extend this License Agreement, unless terminated as provided hereinafter, and by written notification to the Licensee for one (1) additional, five-year term ("Renewal Term") for a maximum total term of ten (10) years. The Renewal Term will be on the same terms and conditions as set forth herein, however, consideration for the Renewal Term shall be no

less than the minimum amount of consideration, provided for in Section 6.0 Consideration. The Initial Term and Renewal Term are collectively referred to as the Term (“Term”).

**6.0 CONSIDERATION**

6.1 In consideration for the use granted herein, Licensee shall pay the County the following rent amounts per month as set forth below.

6.1.1 Commencing on the Effective Date of this License Agreement, as provided for in Paragraph 5.0, the first payment of rent shall be due and payable thirty (30) days following the Commencement Date, and thereafter rent will be payable in advance on the first of the month for which payment is to be received.

6.1.2 Commencing on July 1<sup>st</sup> of each year throughout the Term, the monthly rent amount to be paid will be increased by an amount equal to three and one-half percent (3.5%) as shown in Subsection 6.1.4 below.

6.1.3 Following the Commencement Date of the License Agreement, Licensee shall pay the County the following rent per month identified within the following specific License Period.

<u>License Period</u>	<u>Monthly Amount</u>
July 1, 2018 – June 30, 2019	\$5,175
July 1, 2019 – June 30, 2020	\$5,356
July 1, 2020 – June 30, 2021	\$5,544
July 1, 2021 – June 30, 2022	\$5,738
July 1, 2022 – June 30, 2023	\$5,938
July 1, 2023 – June 30, 2024	\$6,146
July 1, 2024 – June 30, 2025	\$6,361
July 1, 2025 – June 30, 2026	\$6,584
July 1, 2026 – June 30, 2027	\$6,814
July 1, 2027 – June 30, 2028	\$7,053

- 6.1.4 In addition to 6.1.3 above, upon approval of any sublicense pursuant to section 7.3 Sublicense below, Licensee shall pay fifty percent (50%) of any and all revenue received from any sub Licensees/sublicenses leasing/and or using a portion of the Licensed Premises or the equipment thereon.
- 6.2 Payment shall be by check or 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/Tax Collector, P.O. Box 54924, Los Angeles, California 90054-0924 or such other place as may hereafter be designated in writing to the Licensee.
- 6.3 A late payment fee of One Hundred Dollars (\$100.00) per month or portion thereof shall be added to any late payment received by the Treasurer-Tax Collector. For purposes of this Section 6.3, Licensee acknowledges that such payments are due on the 1<sup>st</sup> of each month and County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the 5<sup>th</sup> day of the applicable month when such payment was due. Furthermore, the late payment charge herein provided may be waived, whenever the Director finds late payment excusable by reason of extenuating circumstances. At no time during this License Agreement Term shall the County be obligated to notify Licensee of the accumulation of late payment charges.

## **7.0 STANDARD TERMS AND CONDITIONS**

### **7.1 Amendments**

- 7.1.1 In the event the County's Board of Supervisors or its designee requires the addition and/or change of certain terms and conditions in the License Agreement during the Term, the Director has the authority to negotiate such additions/or changes to such provisions as required by the County's Board of Supervisors and to implement such additions/or changes, a mutually agreeable and negotiated Amendment to the License Agreement shall be prepared and executed by the Director and Licensee. If the parties to this License Agreement do not mutually agree to the additions or changes as required by the County's Board of Supervisors, then either party can



terminate this License Agreement on thirty (30) days' written notice to the other party and the parties will have no further liability or obligations to each other under this License Agreement as of the effective date of such termination.

7.1.2 Notwithstanding the above, this document may be modified only by further written License Agreement between the parties. Any such modification shall not be effective unless and until executed by Licensee and in the case of County, until approved by Board of Supervisors.

## **7.2 Assignment, Delegation and Transfer**

7.2.1 Licensee shall not assign, delegate or transfer its rights or delegate its duties under this License Agreement, or both, whether in whole or in part, without the prior written consent of the Director, in its reasonable discretion, and any attempted assignment or delegation without such prior written consent shall be null and void. For purposes of this sub-paragraph, Director's consent shall require a written amendment to the License Agreement, which is formally approved and executed by the Director and Licensee. Any attempted assignment, delegation, or transfer without such consent shall be null and void and shall be deemed to be a material breach of this License Agreement and if not corrected within thirty (30) days after notice from County, is subject to immediate termination at the discretion of the Director.

7.2.2 Any assumption, assignment, delegation, transfer, takeover, or management of any of the Licensee's duties, responsibilities, obligations or performance of same by any entity other than the Licensee, whether through assignment, sublicense, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Director's express prior written approval, shall be a material breach of the License Agreement. In the event the Director determines, in his sole discretion, that the Licensee has violated the provision contained herein, the same shall constitute a material breach of this License

Agreement upon which the County may determine to immediately cancel, terminate, or suspend this License Agreement and/or assess liquidated damages if such material breach is not corrected within thirty (30) days after notice from County. In the event of such termination, County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee. Additionally, County shall be entitled to Liquidated Damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with this provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is the greater of twelve times the current monthly rent or the balance of the rent that would be due if the License Agreement were to continue to the end of the Term if by then exercised. Licensee shall not assign, delegate (in part or in whole), or otherwise transfer its right under this License Agreement without prior written approval from the Director, as provided for in Paragraph 7.2.3 hereinafter, Director's approval not to be unreasonably withheld, conditioned or delayed.

- 7.2.3 If Licensee desires at any time to affect an assignment, delegation, or transfer, it shall first deliver to the Director:
- (i) A written request for approval;
  - (ii) The name, address, and most recent financial statements of the proposed transferee; and
  - (iii) Proposed instrument of assignment.

The proposed instrument shall include a written assumption by the assignee of all obligations of Licensee under the License Agreement arising thereafter and assignee shall be liable to perform the full obligations of the Licensee under this License Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner reasonably satisfactory to the Director.

7.2.4 In the event Licensee submits a request for Director's prior written consent to give, assign, transfer, delegate, or grant control of this License Agreement, in whole or in part, and Director gives written consent, Licensee shall pay County a transfer fee equal to the greater of: (1) a transfer fee of \$50,000.00, or (1%) one percent of the gross sale price. Said sum shall be payable to the County of Los Angeles Department of Parks and Recreation in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the reasonable approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County.

### **7.3 Sublicense**

7.3.1 Licensee shall not sublicense in whole or in part, without the **prior written consent of the Director**. Any attempted sublicense without such consent shall be null and void and shall be deemed to be a material breach of this License.

7.3.2 Licensee shall not grant any sublicenses under this License Agreement without prior written approval from the Director, as provided for in Paragraph 7.3.3 hereinafter. Any attempt by Licensee to sublicense rights under this License Agreement shall be void and shall be deemed to be a material breach of this License Agreement. In the event the Director determines, in his sole discretion, that the Licensee has violated the provision contained herein, the same shall constitute a material breach of this License Agreement upon which the County may determine to immediately cancel, terminate, or suspend this License Agreement and/or assess liquidated damages. The parties agree that it would impracticable or extremely difficult to

fix the extent of actual damages resulting from the failure of the Licensee to comply with this provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is six (6) times the current month's rent and all sums received by the Licensee under the sublicense and that the Licensee shall be liable to County for liquidated damages in said amount and subject to immediate termination of License at the sole discretion of the Director. The colocation of another provider who does not have a separate License Agreement with the County shall be considered a sublicense for the purposes of this License Agreement.

7.3.3 If Licensee desires at any time to affect a sublicense, it shall first deliver to the Director:

- (i) A written request for approval;
- (ii) A description of the nature of the proposed sublicense;
- (iii) The name, address, and most recent financial statements of the proposed sublicensee;
- (iv) Proposed instrument of sublicense.

The proposed instrument shall specifically include a provision that the sublicensee shall comply with all of the terms, covenants, and conditions, of this License Agreement; and

- (v) Other pertinent information and/or certifications requested by the County.

7.3.4 The Licensee shall indemnify and hold the County harmless with respect to the activities of each and every Sublicensee in the same manner and to the same degree as if such Sublicensee(s) were the Licensee employees.

7.3.5 The Licensee shall remain fully responsible for all performances required of it under this License Agreement, including, those that the Licensee has determined to sublicense, notwithstanding the Director's approval of the Licensee's proposed sublicense.

7.3.6 The County's consent to sublicense shall not waive the County's right to prior and continuing approval of any and all personnel, including Sublicensee employees, providing services under this

License Agreement. The Licensee is responsible to notify its Sublicensee of this County right.

7.3.7 After approval of the sublicense in writing by the Director, Licensee shall forward a copy of the fully executed sublicense agreement to the County for their files.

7.3.8 Licensee shall be solely liable and responsible for all payments or other compensation from all Sublicensees and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to sublicense.

7.3.9 Licensee shall obtain certificates of insurance, which establish that the Sublicensee maintains all the programs of insurance required by the County from each approved Sublicensee. The Licensee shall ensure delivery of all such documents to the Director before any Sublicensee employee may perform any work hereunder.

#### **7.4 Authorization Warranty**

The parties to this License Agreement represent and warrant that the person executing this License Agreement is an authorized agent who has actual authority to bind that party to each and every term, condition, and obligation of this License Agreement and that all requirements of that party have been fulfilled to provide such authority.

#### **7.5 Compliance with Applicable Law**

7.5.1 In the performance of this License Agreement, Licensee shall comply with all applicable Federal, State and local laws, rules, regulations, ordinance, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this License Agreement are hereby incorporated herein by reference.

7.5.2 Licensee shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees,

agents, or sublicensees, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Licensee's indemnification obligations under this Paragraph 7.5 shall be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval, County's approval not to be unreasonably withheld or conditioned.

**7.6 Compliance with Civil Rights Laws**

The 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 nation origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this License Agreement or under any project, program or activity supported by this License Agreement.

**7.7 Conflict of Interest**

7.7.1 No County employee whose position with the County enables such employee to influence the award of this License Agreement or any competing license, 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 financially benefit 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.

7.7.2 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 now 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. Failure to comply with the provisions of this subparagraph shall be a material breach of this License Agreement.

**7.8 County's Quality Assurance Plan**

The County or its agent will evaluate the Licensee's performance under this License Agreement on not less than an annual basis. Such evaluation will include assessing the Licensee's compliance with all terms and conditions and performance standards under this License Agreement. Licensee deficiencies which 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/corrective action measures taken by the County and the Licensee. If improvement does not occur consistent with the corrective action measures beyond the applicable notice and cure period, the County may impose reasonable penalties as specified in this License or terminate as set forth herein.

**7.9 Damage to County Facilities, Buildings or Grounds**

7.9.1 The Licensee shall repair, or cause to be repaired, at its own costs, any and all damage to County facilities, buildings, or grounds caused by the Licensee or employees or agents of Licensee. Such repairs shall commence within thirty (30) days after the Licensee has become aware of such damage, and such repairs shall be pursued to completion with reasonable diligence.

7.9.2 If the Licensee fails to make the repairs as required in 7.9.1 above, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Licensee. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation within thirty (30) days of Licensee's receipt of demand together with reasonable supporting documentation.

**7.10 Destruction of Premises and Construction by County Affecting Premises**

In the event the Licensed Premises shall be totally or partially destroyed, so as in Licensee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities, this License Agreement shall terminate immediately upon written notice by Licensee to County. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, except if caused by County, in which event Licensee shall have all rights and remedies available to it under law and equity, and Licensee shall be entitled to the reimbursement of any Rent prepaid by Licensee. If Licensee elects to continue this License Agreement, then all Rent may be abated until the Licensed Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction at the Director's discretion. If Licensee elects to continue this License Agreement, County agrees to permit Licensee's placement of temporary facilities in a mutually agreeable location during Licensee's restoration work for a period up to twelve (12) months. Such temporary facilities shall be governed by all of the terms and conditions of this License Agreement, including Rent.

**7.11 Employment Eligibility Verification**

7.11.1 Licensee warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this License Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Licensee shall obtain, from all employees performing work hereunder, all verification and other documentation of



employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Licensee shall retain such documentation for all covered employees for the period prescribed by law.

7.11.2 Licensee shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Licensee or County or both in connection with any alleged violation by Licensee of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this License Agreement.

**7.12 Force Majeure**

If performance by a part or 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 obligation to pay rent, however, is not excused by this Section.

**7.13 Governing Law, Jurisdiction, and Venue**

This License Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The 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.

**7.14 Independent Licensee Status**

7.14.1 This License Agreement is by and between the County and the Licensee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Licensee.

The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

7.14.2 The Licensee shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this License Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Licensee.

7.14.3 The Licensee understands and agrees that all persons performing work pursuant to this License Agreement are, for purposes of Workers' Compensation liability, solely employees of the Licensee and not employees of the County. The Licensee shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Licensee pursuant to this License Agreement.

**7.15 Indemnification**

Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this License Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

**7.16 General Insurance Requirements**

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 7.16 and 7.17 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.

**7.16.1 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 and its Agents (defined below) has been given Additional 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.
- 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 licensed 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, the amounts of any self-insured retentions and list any County required endorsement forms. Licensee shall give County written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance if not replaced.
- 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 Division  
1000 S. Fremont Ave., Unit #40, A-9 West Building, 2<sup>nd</sup> Floor,  
Alhambra, CA 91803

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 Sublicensee 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.

**7.16.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's required General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County and its Agents 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. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**7.16.3 Cancellation of or Changes in Insurance**

Failure to provide written notice of cancellation or any material change in Required Insurance may constitute a material breach of the License Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this License Agreement.

**7.16.4 Failure to Maintain Coverage**

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, upon which County immediately may suspend or terminate this License Agreement. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the reasonable premium cost from sums due to Licensee or pursue Licensee reimbursement.

**7.16.5 Insurer Financial Ratings**

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

**7.16.6 Licensee's Insurance Shall Be Primary**

Licensee's required 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.

**7.16.7 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.

**7.16.8 Sublicensee Insurance Coverage Requirements**

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

**7.16.9 Deductibles and Self-Insured Retentions (SIRs)**

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR.

**7.16.10 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 it shall maintain such coverage for a period of not less than two (2) years following License Agreement expiration, termination or cancellation.

**7.16.11 Application of Excess Liability Coverage**

Licensee may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**7.16.12 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.

**7.16.13 Intentionally omitted**

**7.16.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions not more often than once per Term,

conditioned upon County's determination of changes in risk exposures.

**7.16.15 Notification of Incidents, Claims, or Suits**

Licensee shall report to County:

- a. Any accident which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within forty-eight (48) hours of Licensee's notice thereof.
- b. Any third party claim or lawsuit filed against Licensee arising from or related to services performed by Licensee under this License Agreement.
- c. Any injury to a Licensee employee which occurs on the Licensed Premises. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this License Agreement.

**7.16.16 Compensation for County Costs**

In the event that the Licensee fails to comply with any of the indemnification or insurance requirements of this License Agreement, and such failure to comply results in any costs to the County, the Licensee shall pay full compensation for all costs incurred by the County.

**7.17 Insurance Coverage Requirements**

Licensee shall provide and maintain, throughout the Term of this License Agreement, the following programs and amounts of insurance:

**7.17.1 General Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

**7.17.2 Automobile Liability:** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of \$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.

**7.17.3 Workers Compensation and Employer's Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of \$1 million per accident. If Contractor 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. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Licensee and for all risk to such persons under this License Agreement with limits of the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

**7.17.4 Property Coverage**

Licensee shall be responsible for loss or damage to its property subject to the indemnifications requirements in this License Agreement, if any. Licensee may self-insure any of the required coverage under this License Agreement.



**7.18 Licensee’s Acknowledgement of County’s Commitment to the Safely Surrendered 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 Licensee to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Licensee’s place of business. Exhibit B is attached hereto and forms a part of this License Agreement. The Licensee will also encourage its Sublicensees, if any, to post this poster in a prominent position in the Licensee’s or Sublicensee’s place of business. The County’s Department of Children and Family Services will supply the Licensee with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**7.19 Licensee’s Warranty of Adherence to County’s Child Support Compliance Program**

7.19.1 The Licensee acknowledges that the County has established a goal of ensuring that all Licensee’s employees 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.

7.19.2 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, the 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).

## **7.20 Nondiscrimination and Affirmative Action**

- 7.20.1 Licensee certifies and agrees that to the best of its knowledge, all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 7.20.2 Licensee shall certify to, and comply with, the provisions of Exhibit C – Licensee’s EEO Certification.
- 7.20.3 Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, creed, color, national origin, sex, age, physical or mental disability, material status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.20.4 The Licensee certifies and agrees that it will deal with its sublicensees, bidders, or vendors without regard to or because of race, color, religion, ancestry, nation origin, sex, age, physical or mental disability, material status, or political affiliation.
- 7.20.5 The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply; with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation, 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.

- 7.20.6 If the County finds that any of the above provisions of this subparagraph 7.20 have been violated, such violation shall constitute a material breach of this License Agreement upon which the County may terminate, or suspend this License. While the County reserves the right to determine independently that the anti-discrimination provisions of this License have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this License Agreement.
- 7.20.7 While the County reserves the right to determine independently that the anti-discrimination provisions of this License Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission and the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this License Agreement.
- 7.20.8 The parties agree that in the event Licensee violates the anti - discrimination provisions of this License Agreement, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this License Agreement.

**7.21 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Licensee. This License Agreement shall not restrict the Director from entering into agreements for similar, equal or like goods and/or services from other entities or sources.

**7.22 Notice of Employees Regarding the Federal Earned Income Credit**

The Licensee shall notify its employees, and shall require each Sublicensee to notify its employees, that they may be eligible for the Federal Earned

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 F

**7.23 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Licensee shall notify and provide to its employees, and shall require each Sublicensee 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 B of this License Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**7.24 Notices**

All notices or demands required or permitted to be given under the terms of this License Agreement or any law applicable thereto shall be in writing and shall be (1) hand delivered with signed receipt; or (2) mailed by first-class registered or certified mail, postage prepaid, 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; or (3) sent by next-business-day delivery via a nationally recognized overnight courier. The address to be used for any notice served by mail upon Licensee shall be:

STC One LLC  
c/o Crown Castle USA Inc.  
2000 Corporate Drive  
Canonsburg, PA 15317

or such other place as may hereafter be designated in writing by either party. The address to be used for any notice served by mail upon County shall be:

County of Los Angeles  
Department of Parks and Recreation  
Contracts Division  
1000 S. Fremont Ave., Unit #40, Building A-9 West, 2<sup>nd</sup> Floor,  
Alhambra, CA 91803

Director may hereafter designate any other place in writing to Licensee by the Director. Notice shall be effective when properly sent and received or

refused or returned undelivered. Service by mail shall be deemed complete four (4) days after deposit in the above mentioned manner.

**7.25 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Licensee and the County agree that, during the Term of this License Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**7.26 Public Records Act**

7.26.1 Any documents submitted by the Licensee; all information obtained in connection with the County's right to inspect Licensed Premises 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.

7.26.2 In the event the County is required to defend an action on a Public Records Act request as requested by Licensee 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 refund and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**7.27 Publicity**

7.27.1 The Licensee shall not disclose any details in connection with this License Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Licensee's need to identify its services and related

clients to sustain itself, the County shall not inhibit the Licensee from publishing its role under this License Agreement within the following conditions:

- The Licensee shall develop all publicity material in a professional manner; and
- During the Term of this License Agreement, the Licensee shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

7.27.2 The Licensee may, without the prior written consent of County, indicate in its proposals and sales materials that it contracts with the County of Los Angeles, provided that the requirements of this sub-paragraph 7.27 shall apply.

**7.28 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.

**7.29 Right of Entry**

Any officers and/or authorized employees of the County may enter upon the Licensed Premises at any and all reasonable times 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, provided that County gives Licensee twenty-four (24) hour prior notice prior (except in an emergency situation(s)) to entry so as to give Licensee an opportunity to have its representative present, and provided further County does not physically touch Licensee's equipment or interfere with Licensee's operations of its Antenna Facilities.

**7.30 Security Deposit**

7.30.1 Licensee shall issue a performance bond to the County in the sum of Ten Thousand Dollars (\$10,000) or a certified check to the County in the sum of Ten Thousand Dollars (\$10,000) as a

security deposit ("Security Deposit") effective on the commencement date of the License Agreement.

- 7.30.2 Said Security Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee, and may be applied in the satisfaction and/or mitigation of damages arising from a breach hereof; including but not limited to: delinquent payments, correction of maintenance deficiencies; loss of revenue due to abandonment; discrimination; a breach of obligations by Licensee, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.
- 7.30.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages upon receipt of written notification from County, Licensee shall immediately pay to the County such sums as necessary to restore the Security Deposit to the full amount required hereunder.
- 7.30.4 Said Security Deposit shall be returned to Licensee upon termination of this License Agreement and restoration of the Licensed Premises to substantially the condition in which it existed immediately prior to construction start, reasonable wear and tear excepted, less any amounts applied by County as heretofore provided.

**7.31 Intentionally Omitted**

**7.32 Surrender of Premises**

Upon the expiration or within thirty (30) days after the earlier termination of this License Agreement for default or other breach, Licensee shall peaceably vacate the Licensed Premises and remove any and all improvements located thereon and deliver up the same to County in the same condition that existed prior to construction of the Antenna Facilities in a reasonably good condition, ordinary wear and tear excepted.

**7.33 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Licensee to maintain compliance with the requirements set forth in sub-paragraph 7.19 Licensee's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this License Agreement. Without limiting the rights and remedies available to the County under any other provision of this License Agreement, failure of the Licensee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this License pursuant to sub-paragraph 7.35 – Termination for Default.

**7.34 Termination for Convenience; Suspension**

7.34.1 Termination for Convenience. The License Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of License Agreement hereunder shall be effected by delivery to Lessee of a written notice of termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than one hundred eighty (180) calendar days after notice.

7.34.2 Suspension. County, at its convenience, and without further liability, may suspend Lessee's performance under this License Agreement, in whole or in part, by written notice to Lessee from the Director specifying the effective date and extent of the suspension.

a) Lessee shall immediately discontinue all services unless otherwise indicated by Director.

b) In the event the entire License Agreement is suspended and the period of suspension exceeds one (1) calendar year, this License Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.



### **7.35 Termination for Default**

7.35.1 Occurrence of the following events shall constitute a default under this License Agreement if not cured to the satisfaction of the Director, within the applicable cure period set forth below (a "Default"). In the event of a Default, the County shall be entitled to pursue termination of this License Agreement as set forth in Section 7.35.2 below.

- The failure of Licensee to pay the amount due in Paragraph 6, Consideration, for the use granted herein in the manner and amount set forth hereinbefore, where such failure continues for thirty (30) calendar days after receipt of written notice of Licensee's failure to make the payment when due; or
- Licensee fails to comply with the terms of this License Agreement, where such failure continues for thirty (30) days after receipt of a written notice of Licensee's failure from County for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure a particular default within thirty (30) days after receipt of such notice and continues such performance diligently to completion, said time limit may be waived at the Director's Discretion.

7.35.2 Upon the occurrence of any one or more of the Defaults as described herein, this License Agreement shall be subject to cancellation by County. As a condition precedent to the Director cancelling, the Director shall give Licensee thirty (30) days prior written notice by personal service or by registered or certified mail of the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such action by the Director, if request is made therefore.

7.35.3 County shall have the right to effect cancellation of this License Agreement and recover from Licensee (a) the balance of the unpaid rent at the time of the breach to which the County would be entitled during the remainder of the Initial Term or current Renewal

Term of this License Agreement, (b) any damages to the Licensed Premises caused by the negligence or willful misconduct of Licensee, and (c) reasonable attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

- 7.35.4 Upon cancellation, County shall have the right to take possession of the Licensed Premises, and Licensee shall be entitled to and shall be obligated to remove its Antenna Facilities therefrom and return the property to the condition prior to the construction of the Antenna Facilities thereon.
- 7.35.5 The rights and remedies of the County provided in this subparagraph 7.35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.
- 7.35.6 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.
- 7.35.7 In the event of a default by County of the terms and provisions of this License Agreement, in addition to any and all rights and remedies available to Licensee under law and equity, Licensee shall have the right to terminate this License Agreement upon thirty (30) days written notice to County.

**7.36 Termination for Improper Consideration**

- 7.36.1 County may, by written notice to Licensee immediately terminate the right of Licensee to proceed under this License Agreement if it is found that consideration, in any form, was offered or given by Licensee, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the License Agreement or securing favorable treatment with respect to the award, amendment or extension of the License Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the License Agreement. In the event of such termination, County shall be entitled to pursue the same

remedies against Licensee as it could pursue in the event of default by the Licensee.

7.36.2 Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Licensee in writing by County.

7.36.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**7.37 Termination for Non-Adherence of County Lobbyist Ordinance**

Licensee and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. 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 shall constitute a material breach of this License Agreement upon which County may immediately terminate or suspend this License Agreement.

**7.38 Validity**

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.

**7.39 Waiver**

7.39.1 Any waiver by County or Licensee 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 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 estopping County or Licensee from enforcing the full provisions thereof.

- 7.39.2 No delay, failure, or omission of 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.
- 7.39.3 No notice to Licensee shall be required to restore or revive "time of the essence" after the waiver by County of any default.
- 7.39.4 No option, right, power, remedy or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to the parties by this License Agreement shall be cumulative.

**7.40 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

- 7.40.1 Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 7.40.2 To the extent applicable, unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance, (Exhibit E) and during the Term of this License Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206 (Exhibit F)

**7.41 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

To the extent applicable, failure of Licensee to maintain compliance with the requirements set forth in Paragraph 7.40 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this License Agreement. Without limiting the rights and remedies available to County under any other provision of this License

Agreement, failure of Licensee to cure such default within 10 days of notice shall be grounds upon which County may terminate this License Agreement and/or pursue debarment of Licensee, pursuant to County Code Chapter 2.206. (Exhibit F)

## **7.42 Termination for Insolvency**

7.42.1 The County may terminate this License Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Licensee. The Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Licensee is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Licensee of a general assignment for the benefit of creditors.

7.42.2 The rights and remedies of the County provided in this subparagraph 7.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

## **7.43 Time Off for Voting**

7.43.1 The Licensee shall notify its employees, and shall require each sublicensee to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Licensee and sublicensee shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **7.44 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Licensee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Licensee or member of Licensee's staff is convicted of a human trafficking offense, the County shall require that the Licensee or member of Licensee's staff be removed immediately from performing services under the License Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Licensee's staff pursuant to this paragraph shall not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this License Agreement.

### **8.0 OPERATING RESPONSIBILITIES**

#### **8.1 Advertising Materials and Signs**

Except for warning signs required by law, Licensee shall not post signs upon the Licensed Premises or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefore is obtained from the Director.

#### **8.2 Habitation**

The Licensed Premises shall not be used for human habitation.

#### **8.3 Illegal Activities**

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

#### **8.4 Maintenance**

Licensee shall be responsible for maintaining the Licensed Premises in good and commercially reasonable condition and repair.

#### **8.5 Non-Interference**

Licensee shall not use the Licensed Premises in any way which interferes with the use of the Property by County, or lessees or licensees of County, with equipment installed prior in time to Licensee's installation; and similarly, County agrees to use best efforts to ensure that its use of the Property and the use of the Property by its lessees, licensees, employees, invitees or

agents will not in any way interfere with the operation of Licensee's then current Antenna Facilities.

For purposes of this License Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Antenna Facilities.

**8.6 Safety**

Licensee shall immediately correct any unsafe condition on the Licensed Premises, as well as any unsafe practices occurring thereon. Licensee shall cooperate fully with 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 County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Licensee's structures and enclosures. Licensee, at its expense, may use any and all appropriate means of restricting public access to the Licensed Premises, including, without limitation, the construction of an enclosure as depicted on Exhibit A.

**8.7 Sanitation**

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the Licensed Premises and within a distance of fifty (50) feet thereof, and Licensee and County shall prevent any accumulation thereof from occurring.

**8.8 Security Devices**

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, 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, such approval not to be unreasonably withheld or conditioned.

**8.9 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 its rights as herein granted. In the event Licensee cannot

secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to submeter utilities from County. It shall be the Licensee's responsibility to read and remit the appropriate costs to the County. Except as otherwise set forth in Section 8, herein, Licensee waives any and all claims against 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.

#### **8.10 Licensee's Staff and Employment Practices**

8.10.1 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.

8.10.2 Director has the absolute right to approve or disapprove all of the Licensee's staff performing work hereunder and any proposed changes in the Licensee's staff, including, but not limited to, the Licensee's Operations Manager for this License Agreement. Upon written notice, Licensee agrees to remove any employee not approved by the Director from performing working under this License Agreement.

8.10.3 Licensee shall establish an identification system for each of its personnel assigned to service the Licensed Premises that clearly indicates the name of the person. The identification system shall be furnished at Licensee's expense and may include appropriate uniform attire and name badges as routinely maintained by Licensee.

#### **8.11 Compliance with County's Smoking Ban Ordinance**

This Lease Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban



Ordinance”) as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code. See Exhibit D.

**8.12 Upgrading Antenna Facilities**

Licensee may at any time during the Term of this License Agreement, with prior written permission from the Director, such permission not to be unreasonably withheld or conditioned, upgrade the Antenna Facilities to accommodate additional technologies and/or improve current technologies at Licensee’s sole expense. Licensee shall be solely responsible for obtaining any required permits, etc.

**9.0 ENTIRE AGREEMENT**

This document and the Exhibit(s) attached hereto, constitutes the entire License Agreement between County and Licensee for the authorized operations and use granted herein within the Property. 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 Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the Licensee’s operation and the Licensed Premises to be used in the conduct thereof.

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


**COUNTY OF LOS ANGELES**

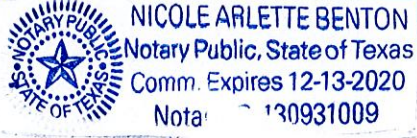
By \_\_\_\_\_  
John Wicker, Director  
Department of Parks and Recreation

**STC ONE LLC,**  
a Delaware limited liability company,  
registered in California as TOWER  
COMPANY ONE LLC

By: Global Signal Acquisitions III LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

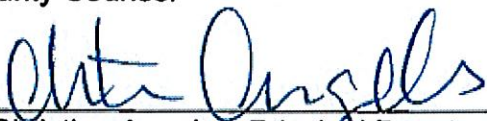
By   
Lisa A. Sedgwick  
RET Manager  
\_\_\_\_\_  
Name and Title

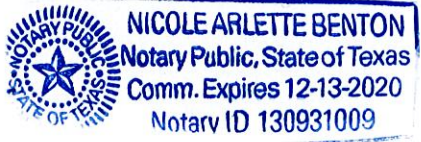




**APPROVED AS TO FORM:**

**MARY WICKHAM**  
County Counsel

By   
Christina Angeles, Principal Deputy



**EXHIBIT A**

**DIMISED PREMISES**

Google Maps

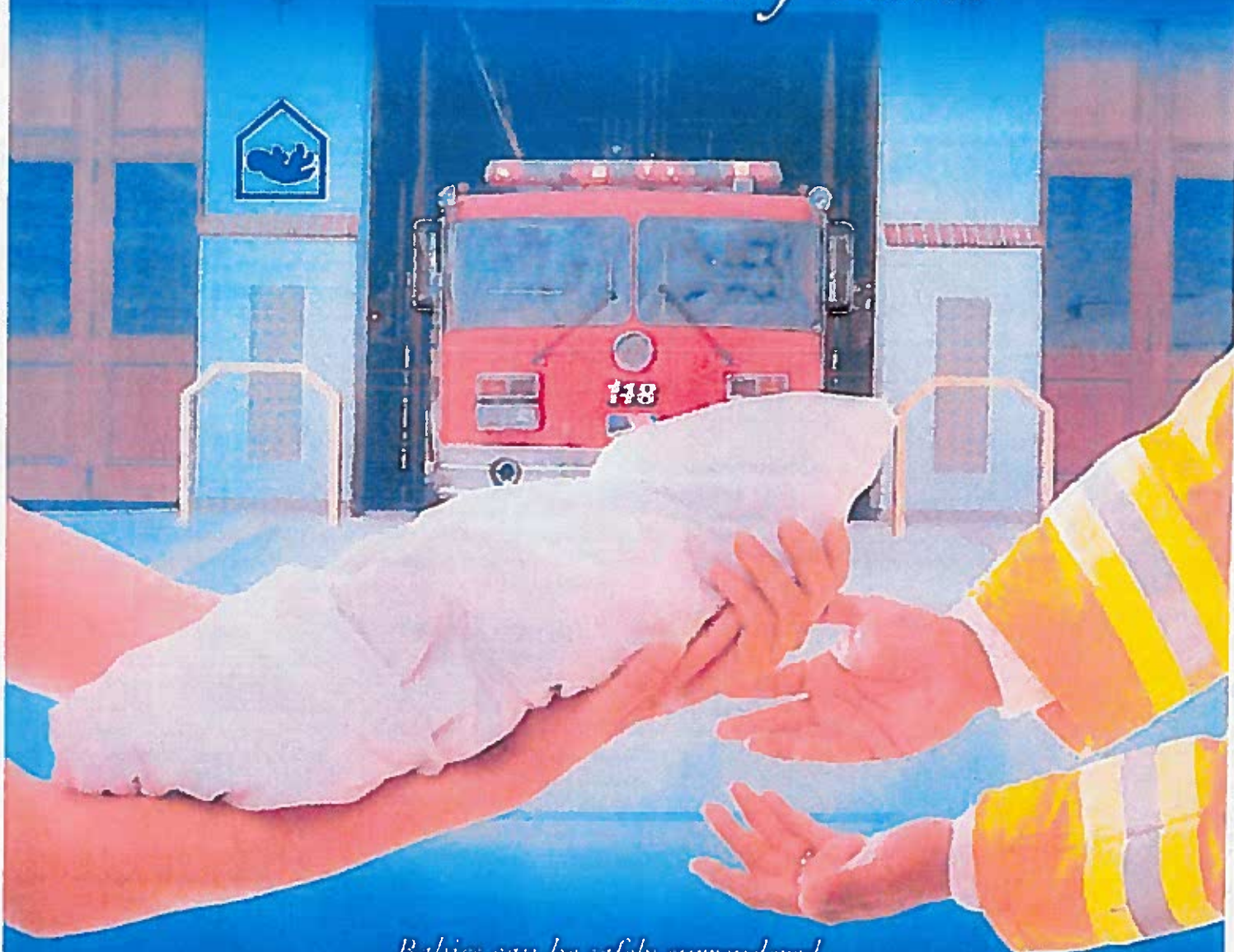


Imagery ©2018 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2018 Google 100 ft

**EXHIBIT B**

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://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.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## 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?

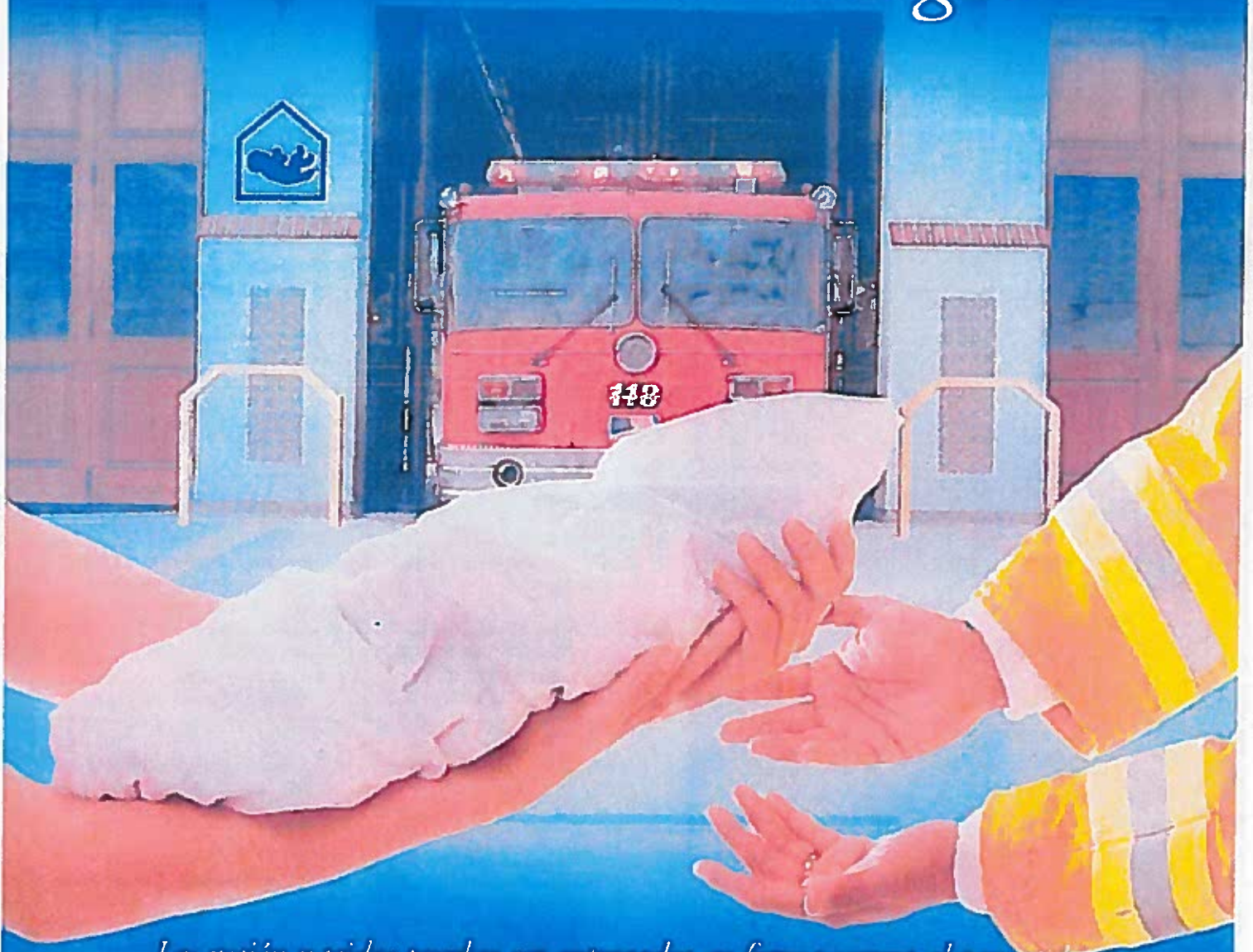
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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](http://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 Angeles.*

## ¿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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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 C**

**LICENSEE EEO CERTIFICATION**

PROPOSER'S EEO CERTIFICATION

GLOBAL SIGNAL ACQUISITIONS III LLC  
Company Name  
2000 CORPORATE DRIVE, CANONSBURG, PA 15317  
Address  
20-4457109  
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(✓)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	( )

  
Signature

4/16/18  
Date

Lisa A. Sedgwick  
RET Manager

Name and Title of Signer (please print)

**EXHIBIT D**

**SMOKING BAN ORDINANCE**

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

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

**SECTION 1.** Section 17.04.035 is hereby added to read as follows:

**17.04.035 Contract-operated facilities.**

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

**SECTION 2.** Section 17.04.185 is hereby added to read as follows:

**17.04.185 Smoking.**

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

**SECTION 3.** Section 17.04.645 is hereby added to read as follows:

**17.04.645 Smoking Prohibited.**

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2 Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[17C4035C5CC]

**EXHIBIT E**

**CERTIFICATION OF COMPLIANCE WITH DEFAULTED  
PROPERTY TAX ORDINANCE**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: GLOBAL SIGNAL ACQUISITIONS III LLC		
Company Address: 2000 CORPORATE DRIVE		
City: CANYONBURG	State: PA	Zip Code: 15317
Telephone Number: 713.570.3000		Email address: LHD@crowncastle.com
Solicitation/Contract For Cell Tower Services: Telecommunications		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:


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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Lisa A. Sedgwick

Print Name: RET Manager	Title:
Signature: 	Date: 4/16/18



**EXHIBIT F**

**DEFAULTED PROPERTY TAX ORDINANCE**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 4

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  1. Chief Executive Office delegated authority agreements under \$50,000;
  2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 4

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth 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
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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,

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

**EXHIBIT G**

**IRS NOTICE 1015**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

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Notice 1015 (Rev. 12-2017)  
Cat. No. 205991



**LICENSE AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**STC ONE LLC, registered in California as TOWER COMPANY  
ONE LLC**

**FOR**

**A CELLULAR ANTENNA FACILITY AT  
JESSE OWENS COMMUNITY REGIONAL PARK**

**Parks  
Make  
Life  
Better!**<sup>SM</sup>



**RECITALS: ..... 1**

**1.0 APPLICABLE DOCUMENTS ..... 2**

**2.0 DEFINITIONS ..... 2**

**3.0 USE GRANTED ..... 2**

**4.0 LICENSED PREMISES ..... 4**

**5.0 TERM..... 5**

**6.0 CONSIDERATION ..... 6**

**7.0 STANDARD TERMS AND CONDITIONS ..... 7**

**7.1 Amendments ..... 7**

**7.2 Assignment, Delegation and Transfer..... 8**

**7.3 Sublicense ..... 10**

**7.4 Authorization Warranty..... 12**

**7.5 Compliance with Applicable Law..... 12**

**7.6 Compliance with Civil Rights Laws ..... 13**

**7.7 Conflict of Interest ..... 13**

**7.8 County’s Quality Assurance Plan..... 14**

**7.9 Damage to County Facilities, Buildings or Grounds..... 14**

**7.10 Destruction of Premises and Construction by County Affecting Premises  
    ..... 15**

**7.11 Employment Eligibility Verification ..... 15**

**7.12 Force Majeure..... 16**

**7.13 Governing Law, Jurisdiction, and Venue ..... 16**

**7.14 Independent Licensee Status..... 16**

**7.15 Indemnification..... 17**

**7.16 General Insurance Requirements ..... 17**

**7.17 Insurance Coverage Requirements ..... 22**

**7.18 Licensee’s Acknowledgement of County’s Commitment to the Safely  
    Surrendered Baby Law ..... 24**

**7.19 Licensee’s Warranty of Adherence to County’s Child Support Compliance  
    Program ..... 24**

**7.20 Nondiscrimination and Affirmative Action..... 25**

**7.21 Non-Exclusivity ..... 26**

**7.22 Notice of Employees Regarding the Federal Earned Income Credit ..... 26**

**7.23 Notice to Employees Regarding the Safely Surrendered Baby Law ..... 27**

**7.24 Notices ..... 27**

**7.25 Prohibition Against Inducement or Persuasion ..... 28**

**7.26 Public Records Act ..... 28**

7.27	Publicity .....	28
7.28	Recycled Bond Paper .....	29
7.29	Right of Entry .....	29
7.30	Security Deposit.....	29
7.31	Intentionally left blank .....	30
7.32	Surrender of Premises.....	30
7.33	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program .....	31
7.34	Termination for Convenience.....	31
7.35	Termination for Default.....	32
7.36	Termination for Improper Consideration .....	33
7.37	Termination for Non-Adherence of County Lobbyist Ordinance .....	34
7.38	Validity .....	34
7.39	Waiver .....	34
7.40	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program .....	35
7.41	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	35
7.42	Termination for Insolvency .....	36
7.43	Time Off for Voting.....	36
7.44	Compliance with County’s Zero Tolerance Policy on Human Trafficking.....	37
8.0	<b>OPERATING RESPONSIBILITIES.....</b>	<b>37</b>
8.1	Advertising Materials and Signs.....	37
8.2	Habitation.....	37
8.3	Illegal Activities .....	37
8.4	Maintenance .....	37
8.5	Non-Interference .....	37
8.6	Safety .....	38
8.7	Sanitation.....	38
8.8	Security Devices .....	38
8.9	Utilities .....	38
8.10	Licensee’s Staff and Employment Practices .....	39
8.11	Compliance with County’s Smoking Ban Ordinance.....	39
8.12	Upgrading Antenna Facilities.....	40
9.0	<b>ENTIRE AGREEMENT .....</b>	<b>40</b>

**EXHIBITS**

- A DEMISED PREMISES
- B SAFELY SURRENDERED BABY LAW
- C LICENSEE'S EEO CERTIFICATION
- D SMOKING BAN ORDINANCE
- E CERTIFICATION OF COMPLIANCE WITH DEFAULTED PROPERTY TAX  
ORDINANCE
- F DEFAULTED PROPERTY TAX ORDINANCE
- G IRS NOTICE 1015

**LICENSE AGREEMENT FOR A CELLULAR ANTENNA FACILITY  
AT JESSE OWENS COMMUNITY REGIONAL PARK**

This License Agreement for a Cellular Antenna Facility at Jesse Owens Community  
Regional Park is made and entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_,

BY AND BETWEEN

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

**STC ONE LLC**, a Delaware limited liability  
company, registered in California as  
**TOWER COMPANY ONE LLC**, by and  
through **GLOBAL SIGNAL ACQUISITIONS  
III LLC**, a Delaware limited liability  
company, its Attorney in Fact,  
hereinafter referred to as "Licensee".

**RECITALS:**

**WHEREAS**, County is the owner of certain real property commonly known as  
Jesse Owens Community Regional Park, located at 9651 South Western Avenue, Los  
Angeles, CA 90047 (the "Property"); and

**WHEREAS**, Licensee is desirous of using on an exclusive basis, a portion only of  
said Property as described in Exhibit A; hereinafter referred to as the "Antenna Site" or  
"Licensed Premises", together with an additional portion of said Property on a non-  
exclusive basis for access and utilities, hereinafter referred to as the "Access Area";

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

**WHEREAS**, the Board of Supervisors is authorized by the provisions of  
Government Code Section 25526.6 to enter into this License Agreement;

**WHEREAS**, Licensee and County agree that Licensee's operation of Antenna  
Facility at the Jesse Owens Community Regional Park is in the public interest and shall  
not interfere with the public's use of the Jesse Owens Community Regional Park; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and  
conditions set forth herein, the parties hereto and each of them do agree as follows:

## 1.0 APPLICABLE DOCUMENTS

Exhibit(s) A, B, C, D, E, F, and G are attached hereto and form a part of this License Agreement. In the event of any conflict or inconsistency in definition or interpretation of any word, responsibility, schedule or the contents of description of a task, deliverable, goods, services or otherwise, between the License Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the License Agreement and then to Exhibits in descending alphabetical order.

## 2.0 DEFINITIONS

2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2.2 In addition to terms which may be defined elsewhere in this License Agreement, 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:

2.2.1 **Board:** The Board of Supervisors of the County of Los Angeles.

2.2.2 **County:** The County of Los Angeles.

2.2.3 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation (Department) or an authorized representative thereof.

2.2.4 **License Agreement:** Contract executed between County and Licensee.

2.2.5 **Licensee:** The sole proprietor, partnership, or corporation that has entered into a contract with the County.

2.2.6 **Revenue:** All income (actual or in kind) from any source derived, including, but not limited to: monetary compensation, in kind compensation, fees, commissions, interest, rent, royalty, dividend, etc.

2.2.7 **State:** The State of California.

## 3.0 USE GRANTED

3.1 Licensee shall have the right to construct, install, repair, remove, replace, maintain, and operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes,

tower and base, equipment shelters and/or cabinets and related cables and utility lines, including, without limitation, antennas, coaxial cable, base units, and other associated equipment (collectively, "Antenna Facilities") for the transmission and reception of communication signals and is allowed ingress to and egress from and access to said Licensed Premises (defined below) over and across the Property 24 hours per day, 7 days per week. The Licensed Premises shall be used only for its authorized purposes, and such other purposes as are directly related thereto provided express written approval therefore is granted by the Director, and for no other purposes whatsoever.

- 3.2 Licensee, at its own expense, shall erect and maintain on the Licensed Premises improvements, personal property and facilities necessary to operate its Antenna Facilities. County and Licensee hereby acknowledge that certain aspects and/or components of Licensee's Antenna Facilities will be contained in the Licensed Premises.
- 3.3 It is understood that County, at its sole option, may develop and maintain landscaping adjacent to the Licensed Premises, including but not limited to, grading, filling, compaction, installation of irrigation systems, planting, replanting, and periodic maintenance of landscaping at any time during the Term of this License. Licensee shall make no claim against County for any damage or destruction of Licensee's improvements, personal property, or facilities or for any inconvenience resulting from any such activities of County and waive any of its or insurers' rights of recovery or subrogation against the County in relation thereto. However, County will consult with Licensee prior to commencement of any substantial work and will use reasonable good faith efforts not to unduly inconvenience, damage or interfere with Licensee's operation of the Antenna Facilities in the performance of such work.
- 3.4 It is further understood that the Property may be made freely accessible to the public for park and recreation purposes except as otherwise provided herein. 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 Property.

3.5 Unless otherwise set forth herein, the right and permission of Licensee is subordinate to the prior and paramount right of County to use said Property 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 will not injure or unreasonably interfere with the full use and enjoyment by the public of the Property lying outside of the boundaries of the Licensed Premises.

#### **4.0 LICENSED PREMISES**

4.1 The Licensed Premises is that portion of the Property located within the boundaries of the Jesse Owens Community Regional Park together with all necessary space and easements for access and utilities, herein referred to as the "Licensed Premises," as shown in Exhibit A, attached hereto and incorporated herein by reference.

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 its 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, routine maintenance, replacements or other changes to the Licensed Premises at Licensee's expense, provided written approval thereof is first obtained from the Director, such approval shall not be unreasonably withheld or conditioned, provided however, permits are obtained as required, and there is compliance with such terms and conditions relating thereto, as may be reasonably imposed thereon by the Director. The parties hereby agree that if Licensee's alterations or changes do not increase the size of the Tower or appurtenant structure(s), Director shall not impose a condition for additional License Fees. However, should Licensee's alterations or changes add significant capacity or otherwise significantly improve the Tower or appurtenant structure(s) the Director reserves the right to require additional License Fees. Notwithstanding anything to the contrary, Licensee is not required to obtain approval for routine maintenance and replacement of damaged/non-functioning

equipment with substantially similar equipment provided written notice is provided to the Director detailing the replacement of damaged/non-functioning equipment and the equipment that will be used to replace it.

- 4.4 Licensee hereby acknowledges the title of the County or its successors in the Property, to the Licensed Premises and the improvements located thereon, excepting the Antenna Facilities and all improvements operated by Licensee upon the Licensed Premises, 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 used as herein granted.
- 4.5 Ownership of the Antenna Facilities and all improvements constructed by Licensee upon the Licensed Premises and all alterations, additions or betterments thereto shall remain with Licensee until termination of this License Agreement, and, at Licensee's option, may be removed by Licensee at any time during the Term subject to the termination clause in this License Agreement. Upon termination hereof, whether by expiration of the Term, cancellation, forfeiture, revocation, or otherwise, Licensee shall remove the Antenna Facilities and restore the Licensed Premises to substantially the condition in which it existed immediately prior to construction start, reasonable wear and tear excepted within ninety (90) days of the termination of this License Agreement. In the event of Licensee's failure to do so, County may restore the Licensed Premises entirely at the risk and expense of the Licensee.

## **5.0 TERM**

- 5.1 The initial term ("Initial Term") of this License Agreement will be for a period of five (5) years commencing on the first day of the month following approval by the Board of Supervisors (the "Commencement Date") and execution by the Director, unless terminated as provided hereinafter. Director shall have the sole option to extend this License Agreement, unless terminated as provided hereinafter, and by written notification to the Licensee for one (1) additional, five-year term ("Renewal Term") for a maximum total term of ten (10) years. The Renewal Term will be on the same terms and conditions as set forth herein, however, consideration for the Renewal Term shall be no



less than the minimum amount of consideration, provided for in Section 6.0 Consideration. The Initial Term and Renewal Term are collectively referred to as the Term (“Term”).

**6.0 CONSIDERATION**

6.1 In consideration for the use granted herein, Licensee shall pay the County the following rent amounts per month as set forth below.

6.1.1 Commencing on the Effective Date of this License Agreement, as provided for in Paragraph 5.0, the first payment of rent shall be due and payable thirty (30) days following the Commencement Date, and thereafter rent will be payable in advance on the first of the month for which payment is to be received.

6.1.2 Commencing on July 1<sup>st</sup> of each year throughout the Term, the monthly rent amount to be paid will be increased by an amount equal to three and one-half percent (3.5%) as shown in Subsection 6.1.4 below.

6.1.3 Following the Commencement Date of the License Agreement, Licensee shall pay the County the following rent per month identified within the following specific License Period.

<u>License Period</u>	<u>Monthly Amount</u>
July 1, 2018 – June 30, 2019	\$5,175
July 1, 2019 – June 30, 2020	\$5,356
July 1, 2020 – June 30, 2021	\$5,544
July 1, 2021 – June 30, 2022	\$5,738
July 1, 2022 – June 30, 2023	\$5,938
July 1, 2023 – June 30, 2024	\$6,146
July 1, 2024 – June 30, 2025	\$6,361
July 1, 2025 – June 30, 2026	\$6,584
July 1, 2026 – June 30, 2027	\$6,814
July 1, 2027 – June 30, 2028	\$7,053

- 6.1.4 In addition to 6.1.3 above, upon approval of any sublicense pursuant to section 7.3 Sublicense below, Licensee shall pay fifty percent (50%) of any and all revenue received from any sub Licensees/sublicenses leasing/and or using a portion of the Licensed Premises or the equipment thereon.
- 6.2 Payment shall be by check or 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/Tax Collector, P.O. Box 54924, Los Angeles, California 90054-0924 or such other place as may hereafter be designated in writing to the Licensee.
- 6.3 A late payment fee of One Hundred Dollars (\$100.00) per month or portion thereof shall be added to any late payment received by the Treasurer-Tax Collector. For purposes of this Section 6.3, Licensee acknowledges that such payments are due on the 1<sup>st</sup> of each month and County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the 5<sup>th</sup> day of the applicable month when such payment was due. Furthermore, the late payment charge herein provided may be waived, whenever the Director finds late payment excusable by reason of extenuating circumstances. At no time during this License Agreement Term shall the County be obligated to notify Licensee of the accumulation of late payment charges.

## **7.0 STANDARD TERMS AND CONDITIONS**

### **7.1 Amendments**

- 7.1.1 In the event the County's Board of Supervisors or its designee requires the addition and/or change of certain terms and conditions in the License Agreement during the Term, the Director has the authority to negotiate such additions/or changes to such provisions as required by the County's Board of Supervisors and to implement such additions/or changes, a mutually agreeable and negotiated Amendment to the License Agreement shall be prepared and executed by the Director and Licensee. If the parties to this License Agreement do not mutually agree to the additions or changes as required by the County's Board of Supervisors, then either party can

terminate this License Agreement on thirty (30) days' written notice to the other party and the parties will have no further liability or obligations to each other under this License Agreement as of the effective date of such termination.

7.1.2 Notwithstanding the above, this document may be modified only by further written License Agreement between the parties. Any such modification shall not be effective unless and until executed by Licensee and in the case of County, until approved by Board of Supervisors.

## **7.2 Assignment, Delegation and Transfer**

7.2.1 Licensee shall not assign, delegate or transfer its rights or delegate its duties under this License Agreement, or both, whether in whole or in part, without the prior written consent of the Director, in its reasonable discretion, and any attempted assignment or delegation without such prior written consent shall be null and void. For purposes of this sub-paragraph, Director's consent shall require a written amendment to the License Agreement, which is formally approved and executed by the Director and Licensee. Any attempted assignment, delegation, or transfer without such consent shall be null and void and shall be deemed to be a material breach of this License Agreement and if not corrected within thirty (30) days after notice from County, is subject to immediate termination at the discretion of the Director.

7.2.2 Any assumption, assignment, delegation, transfer, takeover, or management of any of the Licensee's duties, responsibilities, obligations or performance of same by any entity other than the Licensee, whether through assignment, sublicense, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Director's express prior written approval, shall be a material breach of the License Agreement. In the event the Director determines, in his sole discretion, that the Licensee has violated the provision contained herein, the same shall constitute a material breach of this License

Agreement upon which the County may determine to immediately cancel, terminate, or suspend this License Agreement and/or assess liquidated damages if such material breach is not corrected within thirty (30) days after notice from County. In the event of such termination, County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee. Additionally, County shall be entitled to Liquidated Damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with this provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is the greater of twelve times the current monthly rent or the balance of the rent that would be due if the License Agreement were to continue to the end of the Term if by then exercised. Licensee shall not assign, delegate (in part or in whole), or otherwise transfer its right under this License Agreement without prior written approval from the Director, as provided for in Paragraph 7.2.3 hereinafter, Director's approval not to be unreasonably withheld, conditioned or delayed.

- 7.2.3 If Licensee desires at any time to affect an assignment, delegation, or transfer, it shall first deliver to the Director:
- (i) A written request for approval;
  - (ii) The name, address, and most recent financial statements of the proposed transferee; and
  - (iii) Proposed instrument of assignment.

The proposed instrument shall include a written assumption by the assignee of all obligations of Licensee under the License Agreement arising thereafter and assignee shall be liable to perform the full obligations of the Licensee under this License Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner reasonably satisfactory to the Director.

7.2.4 In the event Licensee submits a request for Director's prior written consent to give, assign, transfer, delegate, or grant control of this License Agreement, in whole or in part, and Director gives written consent, Licensee shall pay County a transfer fee equal to the greater of: (1) a transfer fee of \$50,000.00, or (1%) one percent of the gross sale price. Said sum shall be payable to the County of Los Angeles Department of Parks and Recreation in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the reasonable approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County.

### **7.3 Sublicense**

7.3.1 Licensee shall not sublicense in whole or in part, without the **prior written consent of the Director**. Any attempted sublicense without such consent shall be null and void and shall be deemed to be a material breach of this License.

7.3.2 Licensee shall not grant any sublicenses under this License Agreement without prior written approval from the Director, as provided for in Paragraph 7.3.3 hereinafter. Any attempt by Licensee to sublicense rights under this License Agreement shall be void and shall be deemed to be a material breach of this License Agreement. In the event the Director determines, in his sole discretion, that the Licensee has violated the provision contained herein, the same shall constitute a material breach of this License Agreement upon which the County may determine to immediately cancel, terminate, or suspend this License Agreement and/or assess liquidated damages. The parties agree that it would impracticable or extremely difficult to

fix the extent of actual damages resulting from the failure of the Licensee to comply with this provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is six (6) times the current month's rent and all sums received by the Licensee under the sublicense and that the Licensee shall be liable to County for liquidated damages in said amount and subject to immediate termination of License at the sole discretion of the Director. The colocation of another provider who does not have a separate License Agreement with the County shall be considered a sublicense for the purposes of this License Agreement.

7.3.3 If Licensee desires at any time to affect a sublicense, it shall first deliver to the Director:

- (i) A written request for approval;
- (ii) A description of the nature of the proposed sublicense;
- (iii) The name, address, and most recent financial statements of the proposed sublicensee;
- (iv) Proposed instrument of sublicense.

The proposed instrument shall specifically include a provision that the sublicensee shall comply with all of the terms, covenants, and conditions, of this License Agreement; and

- (v) Other pertinent information and/or certifications requested by the County.

7.3.4 The Licensee shall indemnify and hold the County harmless with respect to the activities of each and every Sublicensee in the same manner and to the same degree as if such Sublicensee(s) were the Licensee employees.

7.3.5 The Licensee shall remain fully responsible for all performances required of it under this License Agreement, including, those that the Licensee has determined to sublicense, notwithstanding the Director's approval of the Licensee's proposed sublicense.

7.3.6 The County's consent to sublicense shall not waive the County's right to prior and continuing approval of any and all personnel, including Sublicensee employees, providing services under this

License Agreement. The Licensee is responsible to notify its Sublicensee of this County right.

7.3.7 After approval of the sublicense in writing by the Director, Licensee shall forward a copy of the fully executed sublicense agreement to the County for their files.

7.3.8 Licensee shall be solely liable and responsible for all payments or other compensation from all Sublicensees and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to sublicense.

7.3.9 Licensee shall obtain certificates of insurance, which establish that the Sublicensee maintains all the programs of insurance required by the County from each approved Sublicensee. The Licensee shall ensure delivery of all such documents to the Director before any Sublicensee employee may perform any work hereunder.

#### **7.4 Authorization Warranty**

The parties to this License Agreement represent and warrant that the person executing this License Agreement is an authorized agent who has actual authority to bind that party to each and every term, condition, and obligation of this License Agreement and that all requirements of that party have been fulfilled to provide such authority.

#### **7.5 Compliance with Applicable Law**

7.5.1 In the performance of this License Agreement, Licensee shall comply with all applicable Federal, State and local laws, rules, regulations, ordinance, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this License Agreement are hereby incorporated herein by reference.

7.5.2 Licensee shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees,

agents, or sublicensees, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Licensee's indemnification obligations under this Paragraph 7.5 shall be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval, County's approval not to be unreasonably withheld or conditioned.

#### **7.6 Compliance with Civil Rights Laws**

The 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 nation origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this License Agreement or under any project, program or activity supported by this License Agreement.

#### **7.7 Conflict of Interest**

7.7.1 No County employee whose position with the County enables such employee to influence the award of this License Agreement or any competing license, 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 financially benefit 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.

7.7.2 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 now 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. Failure to comply with the provisions of this subparagraph shall be a material breach of this License Agreement.

**7.8 County's Quality Assurance Plan**

The County or its agent will evaluate the Licensee's performance under this License Agreement on not less than an annual basis. Such evaluation will include assessing the Licensee's compliance with all terms and conditions and performance standards under this License Agreement. Licensee deficiencies which 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/corrective action measures taken by the County and the Licensee. If improvement does not occur consistent with the corrective action measures beyond the applicable notice and cure period, the County may impose reasonable penalties as specified in this License or terminate as set forth herein.

**7.9 Damage to County Facilities, Buildings or Grounds**

7.9.1 The Licensee shall repair, or cause to be repaired, at its own costs, any and all damage to County facilities, buildings, or grounds caused by the Licensee or employees or agents of Licensee. Such repairs shall commence within thirty (30) days after the Licensee has become aware of such damage, and such repairs shall be pursued to completion with reasonable diligence.

7.9.2 If the Licensee fails to make the repairs as required in 7.9.1 above, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Licensee. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation within thirty (30) days of Licensee's receipt of demand together with reasonable supporting documentation.

**7.10 Destruction of Premises and Construction by County Affecting Premises**

In the event the Licensed Premises shall be totally or partially destroyed, so as in Licensee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities, this License Agreement shall terminate immediately upon written notice by Licensee to County. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, except if caused by County, in which event Licensee shall have all rights and remedies available to it under law and equity, and Licensee shall be entitled to the reimbursement of any Rent prepaid by Licensee. If Licensee elects to continue this License Agreement, then all Rent may be abated until the Licensed Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction at the Director's discretion. If Licensee elects to continue this License Agreement, County agrees to permit Licensee's placement of temporary facilities in a mutually agreeable location during Licensee's restoration work for a period up to twelve (12) months. Such temporary facilities shall be governed by all of the terms and conditions of this License Agreement, including Rent.

**7.11 Employment Eligibility Verification**

7.11.1 Licensee warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this License Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Licensee shall obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Licensee shall retain such documentation for all covered employees for the period prescribed by law.

7.11.2 Licensee shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Licensee or County or both in connection with any alleged violation by Licensee of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this License Agreement.

**7.12 Force Majeure**

If performance by a part or 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 obligation to pay rent, however, is not excused by this Section.

**7.13 Governing Law, Jurisdiction, and Venue**

This License Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The 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.

**7.14 Independent Licensee Status**

7.14.1 This License Agreement is by and between the County and the Licensee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Licensee.

The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

7.14.2 The Licensee shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this License Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Licensee.

7.14.3 The Licensee understands and agrees that all persons performing work pursuant to this License Agreement are, for purposes of Workers' Compensation liability, solely employees of the Licensee and not employees of the County. The Licensee shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Licensee pursuant to this License Agreement.

**7.15 Indemnification**

Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this License Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

**7.16 General Insurance Requirements**

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 7.16 and 7.17 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.

**7.16.1 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 and its Agents (defined below) has been given Additional 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.
- 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 licensed 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, the amounts of any self-insured retentions and list any County required endorsement forms. Licensee shall give County written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance if not replaced.
- 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 Division  
1000 S. Fremont Ave., Unit #40, A-9 West Building, 2<sup>nd</sup> Floor,  
Alhambra, CA 91803

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 Sublicensee 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.

**7.16.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's required General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County and its Agents 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. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**7.16.3 Cancellation of or Changes in Insurance**

Failure to provide written notice of cancellation or any material change in Required Insurance may constitute a material breach of the License Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this License Agreement.

**7.16.4 Failure to Maintain Coverage**

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, upon which County immediately may suspend or terminate this License Agreement. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the reasonable premium cost from sums due to Licensee or pursue Licensee reimbursement.

**7.16.5 Insurer Financial Ratings**

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

**7.16.6 Licensee's Insurance Shall Be Primary**

Licensee's required 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.

**7.16.7 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.

**7.16.8 Sublicensee Insurance Coverage Requirements**

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

**7.16.9 Deductibles and Self-Insured Retentions (SIRs)**

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR.

**7.16.10 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 it shall maintain such coverage for a period of not less than two (2) years following License Agreement expiration, termination or cancellation.

**7.16.11 Application of Excess Liability Coverage**

Licensee may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**7.16.12 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.

**7.16.13 Intentionally omitted**

**7.16.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions not more often than once per Term,



conditioned upon County's determination of changes in risk exposures.

**7.16.15 Notification of Incidents, Claims, or Suits**

Licensee shall report to County:

- a. Any accident which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within forty-eight (48) hours of Licensee's notice thereof.
- b. Any third party claim or lawsuit filed against Licensee arising from or related to services performed by Licensee under this License Agreement.
- c. Any injury to a Licensee employee which occurs on the Licensed Premises. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this License Agreement.

**7.16.16 Compensation for County Costs**

In the event that the Licensee fails to comply with any of the indemnification or insurance requirements of this License Agreement, and such failure to comply results in any costs to the County, the Licensee shall pay full compensation for all costs incurred by the County.

**7.17 Insurance Coverage Requirements**

Licensee shall provide and maintain, throughout the Term of this License Agreement, the following programs and amounts of insurance:

**7.17.1 General Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

**7.17.2 Automobile Liability:** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of \$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.

**7.17.3 Workers Compensation and Employer's Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of \$1 million per accident. If Contractor 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. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Licensee and for all risk to such persons under this License Agreement with limits of the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

**7.17.4 Property Coverage**

Licensee shall be responsible for loss or damage to its property subject to the indemnifications requirements in this License Agreement, if any. Licensee may self-insure any of the required coverage under this License Agreement.

**7.18 Licensee’s Acknowledgement of County’s Commitment to the Safely Surrendered 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 Licensee to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Licensee’s place of business. Exhibit B is attached hereto and forms a part of this License Agreement. The Licensee will also encourage its Sublicensees, if any, to post this poster in a prominent position in the Licensee’s or Sublicensee’s place of business. The County’s Department of Children and Family Services will supply the Licensee with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**7.19 Licensee’s Warranty of Adherence to County’s Child Support Compliance Program**

7.19.1 The Licensee acknowledges that the County has established a goal of ensuring that all Licensee’s employees 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.

7.19.2 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, the 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).

## **7.20 Nondiscrimination and Affirmative Action**

- 7.20.1 Licensee certifies and agrees that to the best of its knowledge, all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 7.20.2 Licensee shall certify to, and comply with, the provisions of Exhibit C – Licensee’s EEO Certification.
- 7.20.3 Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, creed, color, national origin, sex, age, physical or mental disability, material status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.20.4 The Licensee certifies and agrees that it will deal with its sublicensees, bidders, or vendors without regard to or because of race, color, religion, ancestry, nation origin, sex, age, physical or mental disability, material status, or political affiliation.
- 7.20.5 The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply; with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation, 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.

- 7.20.6 If the County finds that any of the above provisions of this subparagraph 7.20 have been violated, such violation shall constitute a material breach of this License Agreement upon which the County may terminate, or suspend this License. While the County reserves the right to determine independently that the anti-discrimination provisions of this License have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this License Agreement.
- 7.20.7 While the County reserves the right to determine independently that the anti-discrimination provisions of this License Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission and the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this License Agreement.
- 7.20.8 The parties agree that in the event Licensee violates the anti - discrimination provisions of this License Agreement, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this License Agreement.

**7.21 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Licensee. This License Agreement shall not restrict the Director from entering into agreements for similar, equal or like goods and/or services from other entities or sources.

**7.22 Notice of Employees Regarding the Federal Earned Income Credit**

The Licensee shall notify its employees, and shall require each Sublicensee to notify its employees, that they may be eligible for the Federal Earned

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 F

**7.23 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Licensee shall notify and provide to its employees, and shall require each Sublicensee 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 B of this License Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**7.24 Notices**

All notices or demands required or permitted to be given under the terms of this License Agreement or any law applicable thereto shall be in writing and shall be (1) hand delivered with signed receipt; or (2) mailed by first-class registered or certified mail, postage prepaid, 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; or (3) sent by next-business-day delivery via a nationally recognized overnight courier. The address to be used for any notice served by mail upon Licensee shall be:

STC One LLC  
c/o Crown Castle USA Inc.  
2000 Corporate Drive  
Canonsburg, PA 15317

or such other place as may hereafter be designated in writing by either party. The address to be used for any notice served by mail upon County shall be:

County of Los Angeles  
Department of Parks and Recreation  
Contracts Division  
1000 S. Fremont Ave., Unit #40, Building A-9 West, 2<sup>nd</sup> Floor,  
Alhambra, CA 91803

Director may hereafter designate any other place in writing to Licensee by the Director. Notice shall be effective when properly sent and received or

refused or returned undelivered. Service by mail shall be deemed complete four (4) days after deposit in the above mentioned manner.

**7.25 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Licensee and the County agree that, during the Term of this License Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**7.26 Public Records Act**

7.26.1 Any documents submitted by the Licensee; all information obtained in connection with the County's right to inspect Licensed Premises 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.

7.26.2 In the event the County is required to defend an action on a Public Records Act request as requested by Licensee 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 refund and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**7.27 Publicity**

7.27.1 The Licensee shall not disclose any details in connection with this License Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Licensee's need to identify its services and related

clients to sustain itself, the County shall not inhibit the Licensee from publishing its role under this License Agreement within the following conditions:

- The Licensee shall develop all publicity material in a professional manner; and
- During the Term of this License Agreement, the Licensee shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

7.27.2 The Licensee may, without the prior written consent of County, indicate in its proposals and sales materials that it contracts with the County of Los Angeles, provided that the requirements of this sub-paragraph 7.27 shall apply.

**7.28 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.

**7.29 Right of Entry**

Any officers and/or authorized employees of the County may enter upon the Licensed Premises at any and all reasonable times 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, provided that County gives Licensee twenty-four (24) hour prior notice prior (except in an emergency situation(s)) to entry so as to give Licensee an opportunity to have its representative present, and provided further County does not physically touch Licensee's equipment or interfere with Licensee's operations of its Antenna Facilities.

**7.30 Security Deposit**

7.30.1 Licensee shall issue a performance bond to the County in the sum of Ten Thousand Dollars (\$10,000) or a certified check to the County in the sum of Ten Thousand Dollars (\$10,000) as a



security deposit ("Security Deposit") effective on the commencement date of the License Agreement.

- 7.30.2 Said Security Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee, and may be applied in the satisfaction and/or mitigation of damages arising from a breach hereof; including but not limited to: delinquent payments, correction of maintenance deficiencies; loss of revenue due to abandonment; discrimination; a breach of obligations by Licensee, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.
- 7.30.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages upon receipt of written notification from County, Licensee shall immediately pay to the County such sums as necessary to restore the Security Deposit to the full amount required hereunder.
- 7.30.4 Said Security Deposit shall be returned to Licensee upon termination of this License Agreement and restoration of the Licensed Premises to substantially the condition in which it existed immediately prior to construction start, reasonable wear and tear excepted, less any amounts applied by County as heretofore provided.

**7.31 Intentionally Omitted**

**7.32 Surrender of Premises**

Upon the expiration or within thirty (30) days after the earlier termination of this License Agreement for default or other breach, Licensee shall peaceably vacate the Licensed Premises and remove any and all improvements located thereon and deliver up the same to County in the same condition that existed prior to construction of the Antenna Facilities in a reasonably good condition, ordinary wear and tear excepted.

**7.33 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Licensee to maintain compliance with the requirements set forth in sub-paragraph 7.19 Licensee's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this License Agreement. Without limiting the rights and remedies available to the County under any other provision of this License Agreement, failure of the Licensee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this License pursuant to sub-paragraph 7.35 – Termination for Default.

**7.34 Termination for Convenience; Suspension**

7.34.1 Termination for Convenience. The License Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of License Agreement hereunder shall be effected by delivery to Lessee of a written notice of termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than one hundred eighty (180) calendar days after notice.

7.34.2 Suspension. County, at its convenience, and without further liability, may suspend Lessee's performance under this License Agreement, in whole or in part, by written notice to Lessee from the Director specifying the effective date and extent of the suspension.

a) Lessee shall immediately discontinue all services unless otherwise indicated by Director.

b) In the event the entire License Agreement is suspended and the period of suspension exceeds one (1) calendar year, this License Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

### **7.35 Termination for Default**

7.35.1 Occurrence of the following events shall constitute a default under this License Agreement if not cured to the satisfaction of the Director, within the applicable cure period set forth below (a "Default"). In the event of a Default, the County shall be entitled to pursue termination of this License Agreement as set forth in Section 7.35.2 below.

- The failure of Licensee to pay the amount due in Paragraph 6, Consideration, for the use granted herein in the manner and amount set forth hereinbefore, where such failure continues for thirty (30) calendar days after receipt of written notice of Licensee's failure to make the payment when due; or
- Licensee fails to comply with the terms of this License Agreement, where such failure continues for thirty (30) days after receipt of a written notice of Licensee's failure from County for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure a particular default within thirty (30) days after receipt of such notice and continues such performance diligently to completion, said time limit may be waived at the Director's Discretion.

7.35.2 Upon the occurrence of any one or more of the Defaults as described herein, this License Agreement shall be subject to cancellation by County. As a condition precedent to the Director cancelling, the Director shall give Licensee thirty (30) days prior written notice by personal service or by registered or certified mail of the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such action by the Director, if request is made therefore.

7.35.3 County shall have the right to effect cancellation of this License Agreement and recover from Licensee (a) the balance of the unpaid rent at the time of the breach to which the County would be entitled during the remainder of the Initial Term or current Renewal

Term of this License Agreement, (b) any damages to the Licensed Premises caused by the negligence or willful misconduct of Licensee, and (c) reasonable attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

- 7.35.4 Upon cancellation, County shall have the right to take possession of the Licensed Premises, and Licensee shall be entitled to and shall be obligated to remove its Antenna Facilities therefrom and return the property to the condition prior to the construction of the Antenna Facilities thereon.
- 7.35.5 The rights and remedies of the County provided in this subparagraph 7.35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.
- 7.35.6 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.
- 7.35.7 In the event of a default by County of the terms and provisions of this License Agreement, in addition to any and all rights and remedies available to Licensee under law and equity, Licensee shall have the right to terminate this License Agreement upon thirty (30) days written notice to County.

**7.36 Termination for Improper Consideration**

- 7.36.1 County may, by written notice to Licensee immediately terminate the right of Licensee to proceed under this License Agreement if it is found that consideration, in any form, was offered or given by Licensee, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the License Agreement or securing favorable treatment with respect to the award, amendment or extension of the License Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the License Agreement. In the event of such termination, County shall be entitled to pursue the same

remedies against Licensee as it could pursue in the event of default by the Licensee.

7.36.2 Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Licensee in writing by County.

7.36.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**7.37 Termination for Non-Adherence of County Lobbyist Ordinance**

Licensee and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. 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 shall constitute a material breach of this License Agreement upon which County may immediately terminate or suspend this License Agreement.

**7.38 Validity**

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.

**7.39 Waiver**

7.39.1 Any waiver by County or Licensee 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 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 estopping County or Licensee from enforcing the full provisions thereof.

- 7.39.2 No delay, failure, or omission of 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.
- 7.39.3 No notice to Licensee shall be required to restore or revive "time of the essence" after the waiver by County of any default.
- 7.39.4 No option, right, power, remedy or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to the parties by this License Agreement shall be cumulative.

**7.40 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

- 7.40.1 Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 7.40.2 To the extent applicable, unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance, (Exhibit E) and during the Term of this License Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206 (Exhibit F)

**7.41 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

To the extent applicable, failure of Licensee to maintain compliance with the requirements set forth in Paragraph 7.40 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this License Agreement. Without limiting the rights and remedies available to County under any other provision of this License

Agreement, failure of Licensee to cure such default within 10 days of notice shall be grounds upon which County may terminate this License Agreement and/or pursue debarment of Licensee, pursuant to County Code Chapter 2.206. (Exhibit F)

#### **7.42 Termination for Insolvency**

7.42.1 The County may terminate this License Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Licensee. The Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Licensee is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Licensee of a general assignment for the benefit of creditors.

7.42.2 The rights and remedies of the County provided in this subparagraph 7.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

#### **7.43 Time Off for Voting**

7.43.1 The Licensee shall notify its employees, and shall require each sublicensee to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Licensee and sublicensee shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **7.44 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Licensee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Licensee or member of Licensee's staff is convicted of a human trafficking offense, the County shall require that the Licensee or member of Licensee's staff be removed immediately from performing services under the License Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Licensee's staff pursuant to this paragraph shall not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this License Agreement.

### **8.0 OPERATING RESPONSIBILITIES**

#### **8.1 Advertising Materials and Signs**

Except for warning signs required by law, Licensee shall not post signs upon the Licensed Premises or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefore is obtained from the Director.

#### **8.2 Habitation**

The Licensed Premises shall not be used for human habitation.

#### **8.3 Illegal Activities**

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

#### **8.4 Maintenance**

Licensee shall be responsible for maintaining the Licensed Premises in good and commercially reasonable condition and repair.

#### **8.5 Non-Interference**

Licensee shall not use the Licensed Premises in any way which interferes with the use of the Property by County, or lessees or licensees of County, with equipment installed prior in time to Licensee's installation; and similarly, County agrees to use best efforts to ensure that its use of the Property and the use of the Property by its lessees, licensees, employees, invitees or



agents will not in any way interfere with the operation of Licensee's then current Antenna Facilities.

For purposes of this License Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Antenna Facilities.

**8.6 Safety**

Licensee shall immediately correct any unsafe condition on the Licensed Premises, as well as any unsafe practices occurring thereon. Licensee shall cooperate fully with 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 County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Licensee's structures and enclosures. Licensee, at its expense, may use any and all appropriate means of restricting public access to the Licensed Premises, including, without limitation, the construction of an enclosure as depicted on Exhibit A.

**8.7 Sanitation**

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the Licensed Premises and within a distance of fifty (50) feet thereof, and Licensee and County shall prevent any accumulation thereof from occurring.

**8.8 Security Devices**

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, 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, such approval not to be unreasonably withheld or conditioned.

**8.9 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 its rights as herein granted. In the event Licensee cannot

secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to submeter utilities from County. It shall be the Licensee's responsibility to read and remit the appropriate costs to the County. Except as otherwise set forth in Section 8, herein, Licensee waives any and all claims against 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.

**8.10 Licensee's Staff and Employment Practices**

8.10.1 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.

8.10.2 Director has the absolute right to approve or disapprove all of the Licensee's staff performing work hereunder and any proposed changes in the Licensee's staff, including, but not limited to, the Licensee's Operations Manager for this License Agreement. Upon written notice, Licensee agrees to remove any employee not approved by the Director from performing working under this License Agreement.

8.10.3 Licensee shall establish an identification system for each of its personnel assigned to service the Licensed Premises that clearly indicates the name of the person. The identification system shall be furnished at Licensee's expense and may include appropriate uniform attire and name badges as routinely maintained by Licensee.

**8.11 Compliance with County's Smoking Ban Ordinance**

This Lease Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban

Ordinance”) as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code. See Exhibit D.

**8.12 Upgrading Antenna Facilities**

Licensee may at any time during the Term of this License Agreement, with prior written permission from the Director, such permission not to be unreasonably withheld or conditioned, upgrade the Antenna Facilities to accommodate additional technologies and/or improve current technologies at Licensee’s sole expense. Licensee shall be solely responsible for obtaining any required permits, etc.

**9.0 ENTIRE AGREEMENT**

This document and the Exhibit(s) attached hereto, constitutes the entire License Agreement between County and Licensee for the authorized operations and use granted herein within the Property. 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 Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the Licensee’s operation and the Licensed Premises to be used in the conduct thereof.

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John Wicker, Director  
Department of Parks and Recreation

STC ONE LLC,  
a Delaware limited liability company,  
registered in California as TOWER  
COMPANY ONE LLC

By: Global Signal Acquisitions III LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

By \_\_\_\_\_  
*Lisa A. Sedgwick*

Lisa A. Sedgwick  
RET Manager

Name and Title

*Nicole Arlette Benton*



NICOLE ARLETTE BENTON  
Notary Public, State of Texas  
Comm. Expires 12-13-2020  
Notary ID 130931009

APPROVED AS TO FORM:

MARY WICKHAM  
County Counsel

By *Christina Angeles*  
Christina Angeles, Principal Deputy

**EXHIBIT A**

**DIMISED PREMISES**



Imagery ©2018 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2018 Google 100 ft

<https://www.google.fr/maps/@33.9465317,-118.3104652,419m/data=!3m1!1e3>

2/6/2018

**EXHIBIT B**

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://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.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## 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?

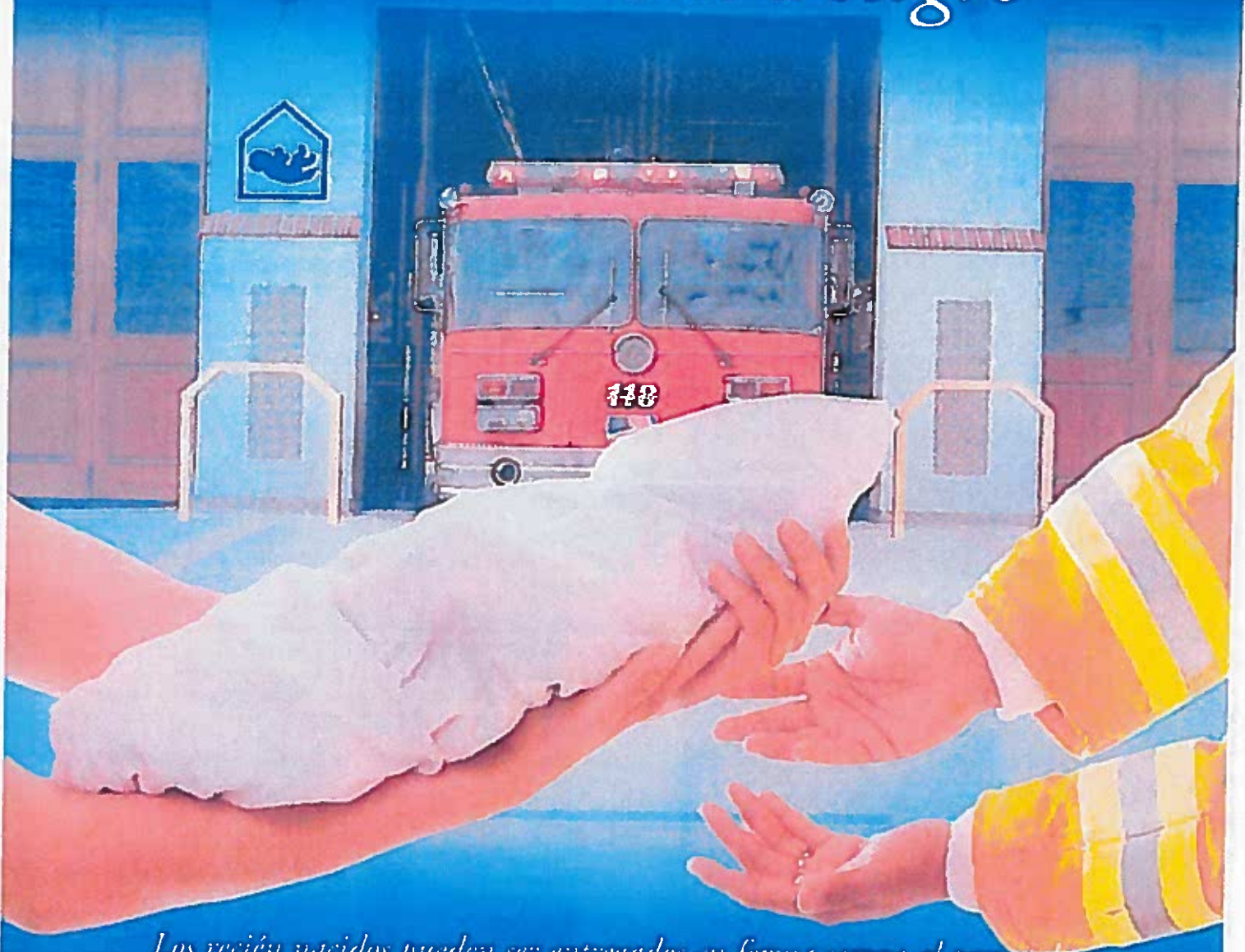
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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](http://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 Angeles.*

## ¿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 Angeles. 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 Angeles 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 C**

**LICENSEE EEO CERTIFICATION**

**PROPOSER'S EEO CERTIFICATION**

GLOBAL SIGNAL ACQUISITIONS III LLC  
Company Name  
2000 CORPORATE DRIVE, CANONSBURG, PA 15317  
Address  
20-4457109  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(✓)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	( )

  
Signature

4/16/18  
Date

**Lisa A. Sedgwick**  
**RET Manager**

Name and Title of Signer (please print)

**EXHIBIT D**

**SMOKING BAN ORDINANCE**

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

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

**SECTION 1.** Section 17.04.035 is hereby added to read as follows:

**17.04.035 Contract-operated facilities.**

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

**SECTION 2.** Section 17.04.185 is hereby added to read as follows:

**17.04.185 Smoking.**

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

**SECTION 3.** Section 17.04.645 is hereby added to read as follows.

**17.04.645 Smoking Prohibited.**

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2 Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[17C4C35CSCC]



**EXHIBIT E**

**CERTIFICATION OF COMPLIANCE WITH DEFAULTED  
PROPERTY TAX ORDINANCE**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>GLOBAL SIGNAL ACQUISITIONS III LLC</u>		
Company Address: <u>2000 CORPORATE DRIVE</u>		
City: <u>CANONSBURG</u>	State: <u>PA</u>	Zip Code: <u>15317</u>
Telephone Number: <u>713.570.3000</u>		Email address: <u>LHD@crowncastle.com</u>
Solicitation/Contract For: <u>Cell Tower Services: Telecommunications</u>		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:


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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Lisa A. Sedgwick

Print Name: <u>RET Manager</u>	Title:
Signature: 	Date: <u>4/16/18</u>

**EXHIBIT F**

**DEFAULTED PROPERTY TAX ORDINANCE**

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 4

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth 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
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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,

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

**EXHIBIT G**

**IRS NOTICE 1015**





Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

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Notice 1015 (Rev. 12-2017)  
Cat. No. 205991

## **NOTICE OF PUBLIC HEARING RELATING TO THE PUBLIC PARK PRESERVATION ACT**

**WHEREAS**, pursuant to the State of California Public Resources Code Section 5400 et seq., the County of Los Angeles through its Board of Supervisors may dedicate less than one acre of County park land for non-park purposes if funds are utilized for the remaining and park land is unaffected; and

**WHEREAS**, the Los Angeles County Department of Parks and Recreation is considering an offer to grant a license agreement to dedicate approximately 350 square feet within Ted Watkins Memorial Park; and

**WHEREAS**, the Los Angeles County Board of Supervisors will review a proposed dedication of less than one of acre of park land for the continued operation of a Cellular Antenna Facility. As consideration for said dedication of land, funds from said license agreement shall be used to improve the public park in question;

**NOW, THEREFORE NOTICE IS HEREBY GIVEN** that it is the intention of the Board of Supervisors, on the twenty-sixth day of June, 2018 at 9:30 a.m., or as soon thereafter as it may be heard in Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California, to conduct public hearing pursuant to the *Public Park Preservation Act of 1971* on the dedication of less than one acre of park land in exchange for compensation from the license agreement to fund improvements to the Ted Watkins Memorial Park.

## **NOTICE OF PUBLIC HEARING RELATING TO THE PUBLIC PARK PRESERVATION ACT**

**WHEREAS**, pursuant to the State of California Public Resources Code Section 5400 et seq., the County of Los Angeles through its Board of Supervisors may dedicate less than one acre of County park land for non-park purposes if funds are utilized for the remaining and park land is unaffected; and

**WHEREAS**, the Los Angeles County Department of Parks and Recreation is considering an offer to grant a license agreement to dedicate approximately 350 square feet within Jesse Owens Community Regional Park; and

**WHEREAS**, the Los Angeles County Board of Supervisors will review a proposed dedication of less than one acre of park land for the continued operation of a Cellular Antenna Facility. As consideration for said dedication of land, funds from said license agreement shall be used to improve the public park in question;

**NOW, THEREFORE NOTICE IS HEREBY GIVEN** that it is the intention of the Board of Supervisors, on the twenty-sixth day of June, 2018 at 9:30 a.m., or as soon thereafter as it may be heard in Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California, to conduct public hearing pursuant to the *Public Park Preservation Act of 1971* on the dedication of less than one acre of park land in exchange for compensation from the license agreement to fund improvements to the Jesse Owens Community Regional Park.