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

July 22, 2008

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:

DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF LICENSE AGREEMENT WITH EL SEGUNDO DEVELOPMENTS LTD., FOR THE USE OF A PORTION OF DEL AIRE COUNTY PARK (SUPERVISORIAL DISTRICT 2) (3 VOTES)

SUBJECT

This Board Letter requests approval of a License Agreement between the County of Los Angeles, the Department of Parks and Recreation, and El Segundo Developments Ltd., to permit El Segundo Developments Ltd., access to the use of a portion of land partially located on Del Aire County Park to be used as an emergency exit stairway.

IT IS RECOMMENDED THAT YOUR BOARD, AFTER A PUBLIC HEARING:

1. Find the proposed actions exempt from the California Environmental Quality Act for the reasons cited herein.
2. Find that the approval of the License Agreement, pursuant to the requirements of Government Code Section 25907, is in the public interest and will not substantially conflict or interfere with the use of the property of the County of Los Angeles.
3. Find that subject agreement does not affect the operations at Del Aire County Park.
4. Approve and instruct the Chair to sign the attached License Agreement with El Segundo Developments Ltd., for the use of a 32-square-foot portion of the subject park, for an emergency exit stairway, for a ten (10) year term effective the first day of the month following approval by the Board of Supervisors.

5. Approve the rent received from El Segundo Developments Ltd., to be used for Del Aire County Park improvements. This complies with the Public Park Preservation Act of 1971, which requires that any rents received shall be used for park improvements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this request will permit El Segundo Developments Ltd., (El Segundo Developments) access to an emergency exit stairway and platform structure. The emergency exit structure was built partially on Del Aire County Park (Del Aire Park) property and partially as part of the El Segundo Developments commercial building, adjacent to Del Aire Park.

On October 2, 1990, the Board of Supervisors (Board) approved a ten (10) year License Agreement with El Segundo Developments for the use of an emergency exit stairway and included approximately $12,000 of revenue over the ten (10) year term. This License Agreement included a month-to-month extension for the continuance of the use of the emergency exit stairway until the Department of Parks and Recreation (Department) negotiated a new agreement with El Segundo Developments. This new License Agreement will provide continued use of the emergency exit stairway, and will increase the current annual revenue from $1,200 to $1,404. Additionally, there will be a two (2) percent annual revenue increase throughout the ten (10) year term of the License Agreement. The revenue generated from the ten (10) year term of this License Agreement will be approximately $15,000. The new License Agreement includes updated provisions relative to insurance and liability requirements.

On May 31, 2005, your Board approved the establishment of the Department's Park Improvement Special Fund (PISF). The purpose of this fund is to capture proceeds from the sales and leases of park land subject to the Public Park Preservation Act of 1971, which requires that any rents received, shall be used for park improvements. All revenue from the recommended License Agreement will be deposited to the PISF and used for improvements at Del Aire Park where and when applicable.

Implementation of Strategic Plan Goals

The recommended action supports the Los Angeles County's (County) Strategic Plan Goals of Service Excellence (Goal 1) and Fiscal Responsibility (Goal 4) through the development of a partnership with a private agency to provide access to an emergency exit stairway and platform structure, located within the southern boundaries of Del Aire Park, to be used for emergency purposes as a fire exit for tenants in the building.

FISCAL IMPACT/FINANCING

El Segundo Developments will pay the Department $1,404 for the first year of this License Agreement for the use of the emergency exit stairway. Thereafter, a two (2) percent increase will be added to the annual fee, each anniversary year. As previously mentioned, all revenue from the recommended License Agreement will be deposited to the PISF and used for improvements at Del Aire Park where and when applicable.

Operating Budget Impact

The recommended actions will have no impact on the Department's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by the provision of Government Code Section 25907 to grant licenses for the provision of public parks and recreation purposes.

Under the Public Park Preservation Act of 1971 (Act) (Public Resources Code Section 5400, et seq.), the County may permit as much as ten (10) percent of any park property – up to a maximum of one 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 the License Agreement meet the requirements of the Act. Del Aire Park is approximately seven (7) acres and the emergency exit stairway and platform structure is approximately 32 square feet.

Notice of this Public Hearing has been posted at Del Aire Park for 45 days in accordance with the Act.

This License Agreement contains terms and conditions supporting your 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 contract termination or renegotiation.

El Segundo Developments has executed the attached License Agreement and will provide the required insurance policies prior to the start of this License Agreement naming the County as an additional insured.

County Counsel has approved the attached License Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The License Agreement will have no impact on current services offered at Del Aire Park.

ENVIRONMENTAL DOCUMENTATION

The approval of this License Agreement is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because CEQA does not apply to projects consisting of the licensing or leasing of existing public structures or facilities.

CONCLUSION

It is requested that a certified copy of the action taken by the Board and a fully executed copy of the attached License Agreement be mailed to: El Segundo Developments Ltd., 12011 San Vicente Boulevard, Suite 700, Los Angeles, CA 90049. Also, one (1) fully executed original of the License Agreement shall be forwarded to the Treasurer and Tax Collector. It is requested that four (4) conformed copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,

Russ Guiney
Director

LS:RG:KEH:
GAB:ZC:rc

c: County Counsel

DEL AIRE PARK BL

LICENSE AGREEMENT
BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

EL SEGUNDO DEVELOPMENTS LTD.,

FOR

THE USE OF A PORTION OF DEL AIRE COUNTY PARK

JULY 2008

LICENSE AGREEMENT PROVISIONS
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APPLICABLE DOCUMENTS/STANDARD EXHIBITS

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B SAFELY SURRENDERED BABY LAW .....
C INTERNAL REVENUE SERVICE NOTICE NO. 1015.....
D CONTRACTOR CONFIDENTIALITY CERTIFICATION.....
E LICENSEE'S EEO CERTIFICATION .....
F LICENSE AGREEMENT FEES .....

LICENSE AGREEMENT BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

EL SEGUNDO DEVELOPMENTS LTD.,

FOR THE USE OF A PORTION OF DEL AIRE COUNTY PARK

This License Agreement and Exhibits made and entered into this 22nd day of July, 2008, by and between the County of Los Angeles, hereinafter referred to as the County and El Segundo Developments Ltd., hereinafter referred to as the Licensee.

RECITALS

WHEREAS, the County owns Del Aire County Park, and

WHEREAS, the County is authorized by the provisions of Government Code Section 25907 for the use of a portion of land within Del Aire County Park is consistent with public park and recreation purposes; and

WHEREAS, Licensee and County agree that Licensee's operation pertains to the use of a portion of Del Aire County Park which involves an emergency exit stairway and platform structure that was built on park property as part of the El Segundo Developments Ltd., commercial building adjacent to Del Aire County Park is in the public interest and shall not interfere with the public's use of Del Aire County Park; and

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

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

1.0 APPLICABLE DOCUMENTS

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

1.1 Exhibit A – Licensed Premises/Map of Stairway

1.2 Exhibit B – Safely Surrendered Baby Law

1.3 Exhibit C – Internal Revenue Service Notice No. 1015

1.4 Exhibit D – Contractor Confidentiality Certification

1.5 Exhibit E – Licensee's EEO Certification

1.6 Exhibit F – License Agreement Fees

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

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

2.2 Licensee: The sole proprietor, partnership, or corporation that has entered into an agreement with Los Angeles County.

2.3 Licensed Premises: The real property which includes an emergency exit stairway and a platform structure located within the southern boundaries of Del Aire County Park.

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

2.5 State: The State of California.

2.6 County: The County of Los Angeles.

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

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

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

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

2.11 Monthly Agreement Sum: Licensee shall pay the County for the license and use granted herein a monthly amount due and payable the first (1st.) day of each calendar month in advance.

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

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

3.0 USE GRANTED

3.1 Licensee is hereby authorized to use the stairway as an emergency exit from Licensee's building adjacent to Del Aire County Park as shown in Exhibit A attached hereto and by reference is incorporated herein. The licensed premises shall be used only for its authorized purposes, and such other purposes as are directly related thereto provided express written approval is granted by the Director, and for no other purposes whatsoever.

3.2 It is understood that County, at its sole option, may develop and maintain landscaping on 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 personal property or for any inconvenience resulting from any such activities. However, County will consult with Licensee prior to commencement of any substantial work.

3.3 It is further understood that the licensed property may be made freely accessible to the public for park and recreation purposes. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from such public use of the licensed property.

3.4 The right and permission of Licensee is subordinate to the right of County to use said real 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 said real property and to exercise this License Agreement jointly with County, and will at all times exercise the permission herein given in such manner as it will not injure or interfere with the full use and enjoyment by the public of the premises lying outside of any authorized barriers.

4.0 LICENSED PREMISES

4.1 The real property located within the southern boundaries of Del Aire County Park, hereinafter referred to as "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 their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.

4.3 Licensee may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the

premises at Licensee's expense, provided written approval thereof is first obtained by the Director, permits are obtained therefore as hereinafter required, and there is compliance with such terms and conditions relating thereto, as may be imposed thereon by the Director.

4.4 Licensee hereby acknowledges the title of the County or its successors in said real property, to the licensed premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title. Licensee further agrees that Licensee's use and occupancy of said premises shall be referable solely to the permission herein granted.

4.5 Ownership of all improvements constructed by Licensee upon the licensed premises and all alterations, additions or betterments thereto shall remain in Licensee until termination of this License Agreement. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture, revocation, or otherwise, shall promptly restore the premises to a condition reasonably compatible with the surrounding area, to the satisfaction of the County. In the event of Licensee's failure to do so, the County may restore said premises entirely at the risk and expense of the Licensee.

5.0 TERM OF LICENSE AGREEMENT

5.1 The term of this License Agreement shall be for a period of ten (10) years commencing upon the first day of the month following the Board of Supervisors' approval, unless terminated sooner or extended, in whole or in part, as provided in this License Agreement.

5.2 In the event Licensee holds over beyond the term herein provided with the consent, express or implied, of Director, such holding shall be from month to month only, subject to the conditions of this License Agreement; shall not be a renewal thereof; and shall be consistent with the schedule of consideration provided for hereinafter in Section 6.

5.3 Regardless of the manner or duration of use or occupancy of said premises by Licensee and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this license may be revoked by the County at any time by giving ninety (90) days written Notice of Revocation to Licensee.

5.4 By reasons or acts beyond the control of the County, this License Agreement may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, acts of God or by the official action of local, State or Federal authorities from complying with the provisions of this License Agreement.

6.0 CONSIDERATION

6.1 In consideration for the use granted herein, Licensee shall pay the County a monthly amount equal to one hundred seventeen dollars ($117) for the first year of the License Agreement.

6.2 Thereafter, the annual amount shall increase two percent (2%) each anniversary date throughout the term of the License Agreement. The monthly minimum due shall be equal to the annual amount divided by twelve.

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

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

7.0 SECURITY DEPOSIT

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

8.0 OPERATING RESPONSIBILITIES

8.1 Advertising Materials, Signs and Publicity

Licensee shall not post signs upon the licensed premises or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior written approval is obtained from the Director.

8.2 Compliance with Laws, Rules and Regulations

Licensee shall conform to and abide by all municipal, County, State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the use and/or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Licensee shall conform to and abide by all rules and regulations and policies of the Board of Supervisors and/or the Director of the Department of Parks and Recreation insofar as the same or any of them are applicable.

8.3 Illegal Activities

Licensee shall not knowingly permit any illegal activities to be conducted upon the licensed premises.

8.4 Maintenance

8.4.1 Licensee shall be responsible for maintaining, at its sole expense, the licensed premises in good and substantial repair and condition. Licensee acknowledges and agrees that County shall not be responsible for any damages which may occur to the licensed premises.

8.4.2 Upon notification of any damage or need for any repair, Licensee shall immediately repair such damage, but in no event later than ten (10) days after the occurrence. Licensee shall oversee the performance of all repairs required for the maintenance of the licensed premises in compliance with all applicable laws including, if necessary, the replacement thereof.

8.5 Non-Interference

Licensee shall not interfere with the public use of, and programming within Del Aire County Park.

8.6 Safety

Licensee shall immediately correct any unsafe condition on the licensed premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the licensed premises. Licensee shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the licensed premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with all municipal and County ordinances, and all State, Federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Licensee's structures and enclosures.

8.7 Sanitation

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the licensed premises within a distance of fifty (50) feet thereof, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall provide that all refuse is collected as often as necessary, and in no case less than once a week, and shall pay all charges which may be made for the removal thereof.

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.

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 the permission herein granted. Licensee waives any and

all claims against the County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, electrical apparatus or wires serving the licensed premises.

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 The Director may at any time give Licensee written notice to the effect that the conduct or action of a designated employee of Licensee is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. Following Director's written notice thereof Licensee shall, at Director's discretion: (1) terminate such employee's work assignment or (2) Licensee shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of Licensee's employee will not be detrimental to the interest of the public patronizing the premises.

9.0 STANDARD TERMS AND CONDITIONS

9.1 Agreement Enforcement and Amendment to the License Agreement

9.1.1 The Director shall be responsible for the enforcement of this License Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.

9.1.2 In the event either party commences legal proceedings for the enforcement of this License Agreement, the prevailing party shall

be entitled to recover its attorney's fees and costs incurred in the action brought thereon.

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

9.2 Assignment and Subletting

Licensee shall not assign in part or in whole, sublicense, or otherwise transfer its rights under this license. Any attempt by Licensee to assign or otherwise transfer rights under this license shall be void. Furthermore, any such attempted action by Licensee shall be deemed to be a material breach of this License Agreement.

9.3 Cancellation

9.3.1 This License Agreement may be revoked by the County in the event of any failure or refusal on the part of Licensee to keep or perform the terms and conditions herein.

9.3.2 Upon the occurrence of any one or more of the Events of Default (as described in Section 9.8), this License Agreement shall be subject to cancellation by the Board of Supervisors. As a condition precedent to the Director recommending cancellation to said Board, the Director shall give Licensee ten (10) days notice by personal service or by registered or certified mail on the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such recommendation by the Director, if request is made therefore.

9.3.3 County shall have the right to effect cancellation of this License Agreement and recover from Licensee the balance of the unpaid rent at the time of the breach together with (a) the amount of rental to which the County would be entitled during the remaining term of the license, (b) any damages to the premises, and (c) attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

9.3.4 Upon cancellation, County shall have the right to take possession of the licensed premises, including all improvements to the licensed premises and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this License Agreement.

9.3.5 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.

9.4 Compliance With Civil Rights Laws

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

9.5 Conflict of Interest

9.5.1 No County employee whose position with the County enables such employee to influence the award of this License Agreement or any competing License Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this License Agreement. No officer or

employee of the Licensee who may benefit financially from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

9.6 <u>County's Quality Assurance Plan</u>

The County or its agent will evaluate Licensee's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Licensee's compliance with all agreement terms and performance standards. Licensee deficiencies that the County determines are severe or continuing and that may place performance of the License Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement and/or corrective action measures taken by the County and Licensee. If improvement does not occur consistent with the corrective action measures, the County may terminate this License Agreement or impose other penalties as specified in this License Agreement.

9.7 Damage to County Facilities, Buildings or Grounds

9.7.1 Licensee shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, appurtenances, buildings, or grounds caused by Licensee or employees or agents of Licensee. Such repairs shall be completed according to the specifications and instructions provided by the Director and shall be completed immediately after Licensee has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.7.2 In the event the licensed premises shall be totally or partially destroyed, this License Agreement shall terminate immediately.

9.7.3 Construction by County Affecting Premises

In the event that County shall construct or cause construction within the licensed premises, this License Agreement shall continue in full force and effect, except that the location of the licensed premises shall be adjusted. Licensee agrees to accept the remedy heretofore provided in the event of construction upon the licensed premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be available hereinafter under the laws and statutes of the State.

9.8 Events of Default

9.8.1 The failure of Licensee to pay the amount due in Section 6.0, Consideration, for the use granted herein in the manner and amount set forth hereinbefore.

9.8.2 The failure of Licensee to operate in a manner required by this License Agreement.

9.8.3 Any breach of this License Agreement which County, in its sole discretion, determines to be a material breach to the License Agreement.

9.9 Facsimile Representations

The County and the Licensee hereby agree to regard facsimile representations of original signatures of authorized officers of each party,

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

9.10 Force Majeure/Time Extensions

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

9.11 Governing Law, Jurisdiction, And Venue

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

9.12 Indemnification

Licensee agrees to indemnify, defend and hold harmless the County, its Special Districts, elected and appointed, officers, employees, and agents (County) and the State of California from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts and/or omissions arising from and/or relating to this agreement. Licensee's duty to indemnify the County and State shall survive the expiration or other termination of this License Agreement.

9.13 Independent License

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

9.14 Insurance Requirements

Without limiting Licensee's indemnification of the County, and the State of California, the Licensee shall provide and maintain at its own expense, and shall require all of its sublicensees/subcontractors, if any, to maintain, the following programs of insurance specified in this agreement. Such insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County.

9.14.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Department of Parks and Recreation, Attention: Contracts, Golf & Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007, prior to commencing services under this License Agreement. Such certificates or other evidence shall:

a. Specifically identify this License Agreement.
b. Clearly evidence all coverage's required in this License Agreement.
c. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the Certificate of Insurance.

d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, and the County of Los Angeles Flood Control District, its officials, officers and employees as insured's for all activities arising from this License Agreement.

e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Licensee to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require Licensee to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.14.2 Notification of Incidents, Claims or Suits

Licensee shall report to County:

a. Any accident or incident relating to services performed under this License Agreement 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 twenty-four (24) hours of occurrence.

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 County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Agreement 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.

9.15 Insurance Coverage Requirements

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

a. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than 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

b. Workers Compensation and Employer's Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Licensee is responsible. If Licensee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Licensee is responsible. In all cases, all persons providing services on behalf of the Licensee and for all risk to such persons under this License Agreement with limits of not less than the following:

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

9.15.2 Failure to Procure Insurance

a. Failure by Licensee to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the agreement upon which the County may immediately terminate or suspend this License Agreement. County, at its sole option, may obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Licensee, the County may deduct from sums due to Licensee any premium costs advanced by the County for such insurance.

b. Notwithstanding the above and in the event that 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, Licensee shall pay full compensation for all costs incurred by the County.

9.16 Licensee's Responsibility and Debarment

9.16.1 Responsible Licensee

A responsible Licensee is a Licensee who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the license agreement. It is the County's policy to conduct business only with responsible Licensees.

9.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Licensee on this or other license agreements which indicates that the Licensee is not responsible, the County may, in addition to other remedies provided in the License Agreement, debar the Licensee from

bidding or proposing on, or being awarded, and/or performing work on County licenses or contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing license agreements and/or contracts the Licensee may have with the County.

9.16.3 Non-responsible Licensee

The County may debar a Licensee if the Board of Supervisors finds, in its discretion, that the Licensee has done any of the following: (1) violated a term of a license and/or contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Licensee's quality, fitness or capacity to perform a license agreement and/or contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

9.16.4 Contractor Hearing Board

1. If there is evidence that the Licensee may be subject to debarment, the Department will notify the Licensee in writing of the evidence which is the basis for the proposed debarment and will advise the Licensee of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Licensee and/or the Licensee's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Licensee should be

debarred, and, if so, the appropriate length of time of the debarment. The Licensee and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Licensee has been debarred for a period longer than five (5) years, that Licensee may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Licensee has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Licensee has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on

the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

9.17.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Licensee's duty under this License Agreement to comply with all applicable provisions of law, Licensee warrants that it is now in compliance and shall during the term of this License Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services

Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.18 Non-Discrimination and Affirmative Action

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

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

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

9.18.4 All employment records of employees working at the licensed premises shall be open for inspection and re-inspection at any reasonable time during the term of this License Agreement for the purpose of verifying the practice of non-discrimination by

Licensee in the areas heretofore described. All information obtained in connection with the inspections of records shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.

9.18.5 If County finds that any of the above provisions have been violated, the same shall constitute a material breach of license agreement and/or contract upon which County may determine to cancel, terminate, or suspend this License Agreement. County reserves the right to determine independently that the non-discrimination provisions of this License Agreement have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the non-discrimination provisions of this License Agreement.

9.18.6 The parties agree that in the event Licensee violates the non-discrimination provisions contained herein, County shall, at its option, be entitled to a sum of FIVE HUNDRED DOLLARS ($500.00) pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this License Agreement. Licensee further agrees that FIVE HUNDRED DOLLARS ($500.00) is a reasonable sum under all of the circumstance existing at the time of the execution of this License Agreement.

9.19 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Licensee.

9.20 Notices

Any notice required to be given under the terms of this License Agreement or any law applicable thereto may be: (1) by facsimile; (2) sent by electronic mail (email); (3) delivered by personal service, placed in a

sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. **The address to be used for any notice served by mail upon Licensee shall be: El Segundo Developments Ltd., Attention: Ms. Diana Plotkin, Executive Vice President, 12011 San Vicente Boulevard, Suite 700, Los Angeles, CA 90049** or such other place as may hereafter be designated in writing to the Director by Licensee. **The address to be used for any notice served by mail upon the County shall be: Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007,** or such other place as may hereafter be designated in writing to Licensee by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this License Agreement.

9.21 Notice to Employees Regarding the Federal Earned Income Credit

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

9.22 Notice to Employees Regarding the Safely Surrender Baby Law

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all companies doing business with the County to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee shall provide to its employees, and shall require each sublicensee and/or subcontractor, if any, to notify and

provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B of this License Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

9.23 Public Records Act

9.23.1 Any documents submitted by the Licensee; all information obtained in connection with the County's right to audit and inspect the Licensee's documents, books, and accounting records pursuant to Subsection 9.24, Record Retention and Inspection/Audit Settlement, of this License Agreement; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.24 Record Retention and Inspection/Audit Settlement

The Licensee shall maintain accurate and complete financial records of its activities and operations relating to this License Agreement. The Licensee agrees that the County, or its authorized representatives, shall have access

to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this License Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment and proprietary data and information, shall be kept and maintained by the Licensee and shall be made available to the County during the term of this License Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Licensee at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Licensee shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

9.24.1 In the event that an audit of the Licensee is conducted specifically regarding this License Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Licensee or otherwise, then the Licensee shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Licensee's receipt thereof, unless otherwise provided by applicable Federal or State law or under this License Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

9.24.2 Failure on the part of the Licensee to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this License Agreement upon which the County may terminate or suspend this License Agreement.

9.24.3 If, at any time during the term of this License Agreement or within five (5) years after the expiration or termination of this License Agreement, representatives of the County conduct an audit of the Licensee regarding the work performed under this License Agreement, and if such audit finds that the County's dollar liability

for any such work is less than the payments made by the County to the Licensee, then the difference shall be either: a) repaid by the Licensee to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Licensee from the County, whether under this License Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Licensee, then the difference shall be paid to the Licensee by the County by cash payment, provided that in no event shall the County's maximum obligation for this License Agreement exceed the funds appropriated by the County for the purpose of this Contract.

9.25 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.

9.26 Right of Entry

Any officers and/or authorized employees of the County may enter upon the licensed premises at any and all reasonable times, subject to being accompanied by the Licensee's engineer, 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.

9.27 Severability

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

9.28 Surrender of Premises

Upon termination of this License Agreement, Licensee shall peaceably vacate the premises and any and all improvements located thereon and

deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted.

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

Failure of Licensee to maintain compliance with the requirements set forth in Subparagraph 9.17, 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 Licensee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this License Agreement pursuant to debarment of Licensee, pursuant to County Code Chapter 2.202.

9.30 Termination for Convenience

This License Agreement may be terminated, in whole or in part, from time to time, when in the County's sole discretion, such action to be in its best interest. Termination shall be effected by a written Notice of Termination to Licensee specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the date of such notice.

9.31 Termination for Improper Consideration

9.31.1 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.

9.31.2 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 (213) 974-0914 OR (800) 544-6861 or to such other number as may be provided to Licensee in writing by the County.

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

9.32 Termination For Insolvency

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

a. Insolvency of Licensee. 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;

b. The filing of a voluntary or involuntary petition regarding the License Agreement under the Federal Bankruptcy Code;

c. The appointment of a Receiver or Trustee for the Licensee; or

d. The execution by Licensee of a general assignment for the benefit of creditors.

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

9.33 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.

9.34 Termination Upon Transfer of Title, Maintenance Responsibility or Park Closure

Notwithstanding any other provision of this License Agreement, the County reserves the right to transfer title, maintenance responsibility or close Del Aire Park.

9.34.1 In the event the County transfers title of Del Aire Park, to a governmental agency (assignee), the County reserves the right to terminate this License Agreement or, provided there is consent by an assignee, assign the County's interest in this License Agreement to said assignee. The County shall provide the Licensee with notice of termination or assignment of this License Agreement pursuant to this provision; or

9.34.2 In the event that the County transfers maintenance responsibility for Del Aire Park, the County reserves the right to terminate this License Agreement or, provided there is consent by an assignee, assign the County's interest in this License Agreement to said assignee. The County shall provide the Licensee with notice of termination or assignment of this Licensee Agreement pursuant to this provision; or

9.34.3 In the event the County closes Del Aire Park, the County reserves the right to terminate this License Agreement upon the effective date of such closure. Upon the effective date of park closure, the

Licensee shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Licensee of such park closure.

9.35 Validity

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

9.36 Waiver

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

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

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

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

given the County by this License Agreement shall be cumulative.

9.37 Warranty Against Contingent Fees

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

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

10.0 ENTIRE LICENSE AGREEMENT

This document and the exhibits attached hereto, constitutes the entire License Agreement between the County and Licensee for the authorized operations and use granted herein within the Del Aire County Park. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibits attached hereto, the terms, conditions, promises and covenants relating to the Licensee's operation and the licensed premises to be used in the conduct thereof.

11.0 AUTHORIZATION WARRANTY

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

IN WITNESS WHEREOF, Licensee has executed this License Agreement, or caused it to be fully executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this License Agreement to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, on the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Yvonne B. Burke
Chair, Board of Supervisors

By _____
Licensee
El Segundo Developments Ltd.

By: KAR4 Properties Limited Partnership,
A Delaware Limited Partnership
General Partner
By: AKG3 Properties, LLC
A California Limited Liability Company
General Partner

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2 JUL 22 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By _____
Christina A. Salseda, Senior Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

IN WITNESS WHEREOF, Licensee has executed this License Agreement, or caused it to be fully executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this License Agreement to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, on the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Yvonne B. Burke
Chair, Board of Supervisors

By_____
Licensee
El Segundo Developments Ltd.

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2 JUL 22 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By _____
Christina A. Salseda, Senior Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

Corporate - Single

STATE OF CALIFORNIA }
} **s.s.**
COUNTY OF LOS ANGELES }

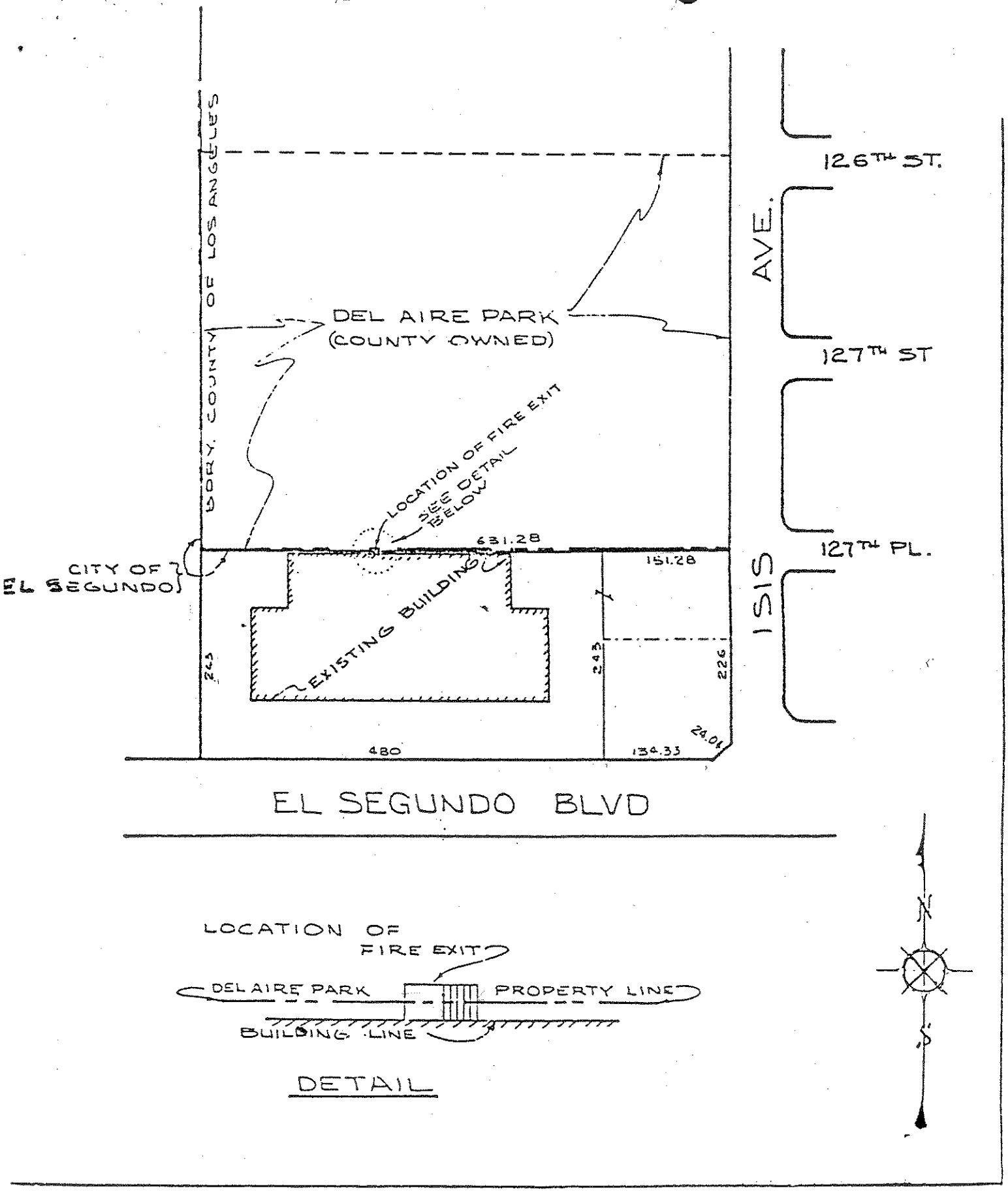
On this **22nd** day of **July, 2008** before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared **Aliza Karney Guren,** as the **Manager of El Segundo Developments, Ltd.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his / her authorized capacity, and that by his / her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By _____
Deputy County Clerk

EXHIBIT "A"



COUNTY OF LOS ANGELES / DEPARTMENT OF COUNTY ENGINEER-FACILITIES

A.M.B.	SUP. DIST.	SCALE		JOB NO.
4143-13	2nd	1"=150'	FIRE EXIT ON TO DEL AIRE PARK	
T.M.	AD. DIST.	BY		

EXHIBIT B

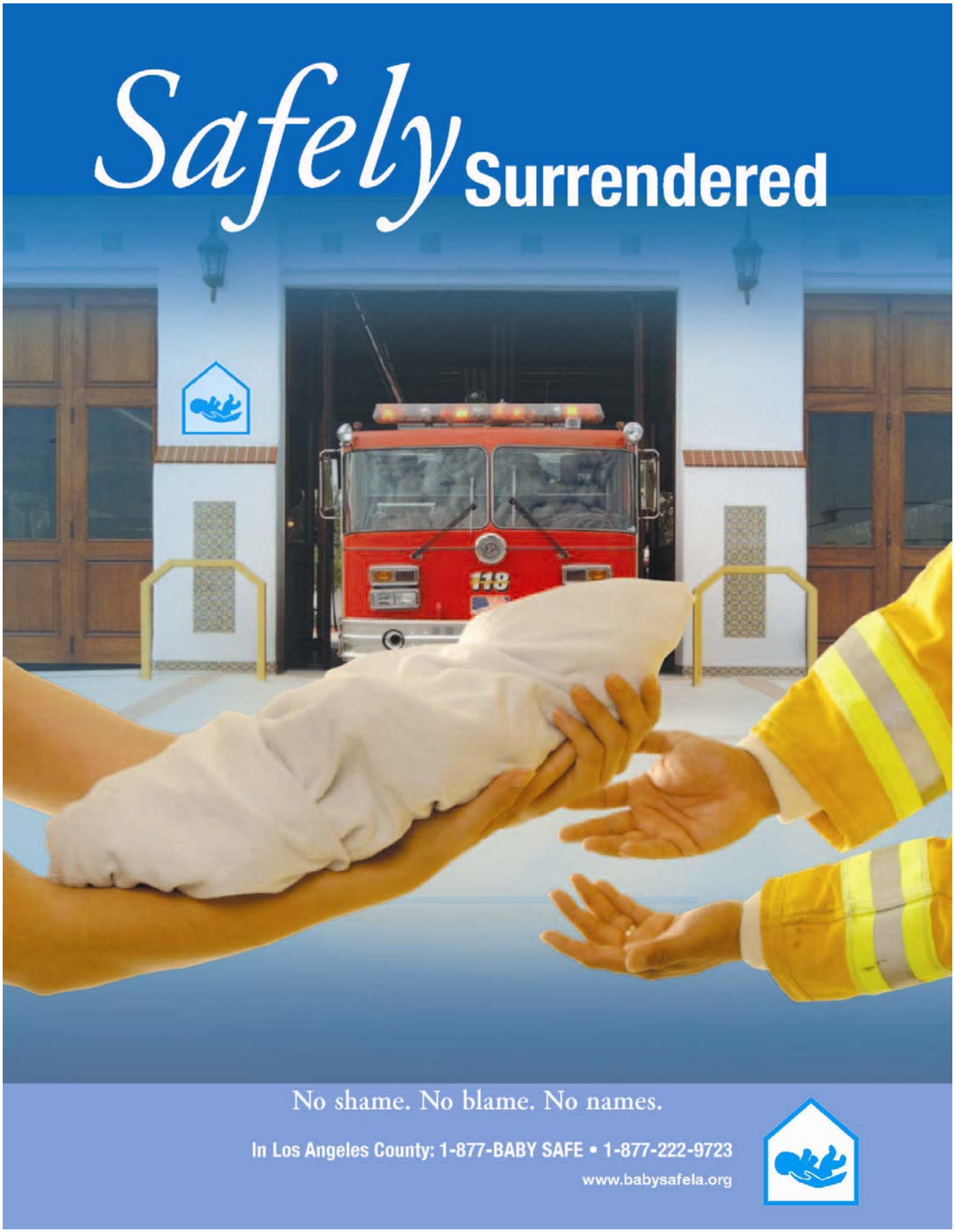

Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT B

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

EXHIBIT B

Ley de Entrega de Bebés
Sin Peligro
118
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

EXHIBIT B

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

How Do My Employees Claim the EIC?

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

How Do My Employees Get Advance EIC Payments?

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

EXHIBIT D

CONTRACTOR CONFIDENTIALITY CERTIFICATION

LICENSEE/CONTRACTOR NAME _____
Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Aliza Karney Guren DATE: 5/20/08

El Segundo Developments, Ltd.
By: KAR4 Properties Limited Partnership,
A Delaware Limited Partnership
General Partner
By: AKG3 Properties, LLC
A California Limited Liability Company
General Partner

PRINTED NAME: Aliza Karney Guren

POSITION: Manager

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

EXHIBIT E

LICENSEE'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

El Segundo Developments, Ltd.

Licensee's Name

12011 San Vicente Blvd., Suite 700, Los Angeles, CA 90049

Business Address

95-3303920

Internal Revenue Service Employer Identification Number

GENERAL

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

LICENSEE'SCERTIFICATION

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

Name (please print or type) Aliza Karney Guren

El Segundo Developments, Ltd.
By: KAR4 Properties Limited Partnership,
A Delaware Limited Partnership
General Partner
By: AKG3 Properties, LLC
A California Limited Liability Company
General Partner

Title of Signer (please print or type) Manager

Signature Aliza Karney Guren Date 5-20-08

EXHIBIT F

DEL AIRE COUNTY PARK
LICENSE AGREEMENT FEES
DUE FROM EL SEGUNDO DEVELOPMENTS LTD.

Contract Year	Annual Calendar Dates	Monthly Fee	Annual Fee
Year l	July 1, 2008 - June 30, 2009	$ 117.00	$ 1,404.00
Year 2	July 1, 2009 - June 30, 2010	$ 119.00	$ 1,432.00
Year 3	July 1, 2010 - June 30, 2011	$ 122.00	$ 1,460.00
Year 4	July 1, 2011 - June 30, 2012	$ 124.00	$ 1,488.00
Year 5	July 1, 2012 - June 30, 2013	$ 127.00	$ 1,516.00
Year 6	July 1, 2013 - June 30, 2014	$ 129.00	$ 1,544.00
Year 7	July 1, 2014 - June 30, 2015	$ 131.00	$ 1,572.00
Year 8	July 1, 2015 - June 30, 2016	$ 134.00	$ 1,600.00
Year 9	July 1, 2016 - June 30, 2017	$ 136.00	$ 1,628.00
Year 10	July 1, 2017 - June 30, 2018	$ 139.00	$ 1,636.00

First Year Annual Fee - $1,404.
First Year Monthly Fee - $117.
2% Annual Rate Increase