COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director | John Wicker, Chief Deputy Director

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#2 October 28, 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

October 28, 2014

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

Dear Supervisors:

APPROVAL OF AGREEMENT
WITH AZUSA ROCK, INC. FOR THE USE OF A PORTION OF PARK LAND
NORTH OF THE SANTA FE DAM RECREATION AREA
(SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

The recommended action will award a ten-year License Agreement with Azusa Rock, Inc., with one ten-year option and one eight-year option, for approximately 1,677 square feet within APN 8610-022-914, which is County park land that contains the San Gabriel River Trail north of the Santa Fe Dam Recreation Area, to be utilized for a conveyor belt system.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the approval of the License Agreement, pursuant to the requirements of Government Code Section 25526.6, is in the public interest and will not substantially conflict or interfere with the use of the property of the County of Los Angeles.

2. Approve and instruct the Director of the Department of Parks and Recreation, as agent of the County of Los Angeles, to execute a ten-year License Agreement, with two optional extensions, for a maximum total term of 28 years, with Azusa Rock, Inc., for the use of approximately 1,677 square feet within APN 8610-022-914, which is County park land that contains the San Gabriel River Trail north of the Santa Fe Dam Recreation Area, for the operation of a conveyor belt system.

3. Approve the compensation received from Azusa Rock, Inc., to be used for the San Gabriel River Trail. This complies with the Public Park Preservation Act of 1971, which requires that any

compensation received shall be used at the facility.

4. Authorize the Director of the Department of Parks and Recreation, as agent of the County of Los Angeles, to extend, suspend, terminate, or assign the License Agreement, if deemed necessary, in accordance with the approved terms and conditions of the License Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 15, 1994, the Board of Supervisors approved a ten-year agreement with one-ten year option with Azusa Rock, Inc. (Azusa Rock), for the construction and maintenance of a conveyor belt system for quarry operations in exchange for 875 tons of sand annually.

The purpose of the recommended actions will allow the Director of the Department of Parks and Recreation (Director), as agent of the County of Los Angeles (County), to execute a ten-year License Agreement (Agreement) that will allow Azusa Rock to continue to use approximately 1,677 square feet of County park land, which contains the San Gabriel River Trail north of the Santa Fe Dam Recreation Area (APN 8610-022-914), for the maintenance and operation of its conveyor belt system. The proposed Agreement includes $11,000 annually with a 3.5 percent annual increase as consideration to be used for the San Gabriel River Trail in exchange for the continued use of the conveyor belt system by Azusa Rock.

Implementation of Strategic Plan Goals

The proposed Agreement will further the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) by maximizing the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public service.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the proposed Agreement and the Public Park Preservation Act of 1971, Azusa Rock will provide $11,000 for the first year with a 3.5 percent annual increase as consideration for the use of the San Gabriel River Trail. The proposed Agreement will result in additional estimated revenue of $11,000 for Fiscal Year 2014-15, which will be deposited in the Department's Park Improvement Special Fund under a sub-fund designated for the exclusive use at the San Gabriel River Trail. If all extensions are exercised during the 28-year term of the Agreement, the consideration will increase to $27,847.24 in the final year of the Agreement. Azusa Rock will be responsible for the maintenance and operation of the conveyor belt system.

OPERATING BUDGET IMPACT

There is no impact to the Department's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

By the provision of Government Code Section 25526.6, the Board is authorized to grant licenses when the Board determines that it is in the public interest, and will not substantially conflict or interfere with the use of the property of the County.

Under the Public Park Preservation Act of 1971 (Act) (Public Resources Code Section 5400, et seq.),

the County may permit as much as ten percent of any park property, up to a maximum of one acre, to be used for non-park purposes. However, the Act also requires that the County receive replacement property and/or payment in exchange for the dedication of park property for a non-park purpose. The Act further stipulates that the County must expend any payments received to improve the non-acquired portion of the park land and facilities. The Board is required to conduct a public hearing upon the proposed use not less than 45 days after conspicuously posting due notice at the park. Such notice has been posted in compliance with Public Resources Code Section 5400, et seq. by an employee of the Department.

The recommended action and the Agreement meet the requirements of the Act. APN 8610-022-914 is approximately nine acres. Azusa Rock will use approximately 1,677 square feet (0.038 acres), or approximately 0.4 percent, of the parcel.

The proposed Agreement contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to: Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; 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; the Defaulted Property Tax Reduction Program, Los Angeles County Code 2.206; compliance with the County's Smoking Ban ordinance, Los Angeles County Code Title 17, Sections 17.04.185 through 17.04.650; compliance with the County's policy on restricting its purchase and use of expanded polystyrene containers; and the standard Board-directed clauses that provide for contract termination or renegotiation.

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

County Counsel has approved the Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

On November 15, 1994, the Board adopted the Final Environmental Impact Report/Environmental Assessment and Final Supplementary Environmental Assessment/Finding of No Significant Impact for the ten-year agreement, with one ten-year option, with Azusa Rock for the construction and maintenance of a conveyor belt system.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current public services.

CONCLUSION

Should you have any questions please contact Sandra Salazar at (626) 821-4660 or ssalazar@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parkslacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

RUSS GUINEY
Director

RG:JW:RM
KEH:CK:SS:rc

Enclosures

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

AGREEMENT
BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

AZUSA ROCK, INC.

FOR

THE LEASE OF A PORTION OF PARK LAND NORTH OF THE SANTA FE DAM RECREATION AREA

AGREEMENT PROVISIONS
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F GREEN INITIATIVE

G SMOKING BAN

LICENSE AGREEMENT FOR USE OF A PORTION OF PARK LAND NORTH OF THE SANTA FE DAM RECREATION AREA

THIS AGREEMENT, made and entered into this ___ day of _____2014,

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

AND

Azusa Rock, Inc. hereinafter referred to as "Licensee"

RECITALS

WHEREAS, County is authorized by the provision of Government Code Section 25526.6, is in the public interest and will not substantially conflict or interfere with the use of the property of the County of Los Angeles; and

WHEREAS, on November 3, 1994, the County and Licensee entered into a 20 year lease. The License Agreement provided that use of such property would assist Licensee with in completing a conveyor belt system for its quarry operations that run parallel to the San Gabriel River

WHEREAS, Licensee and County agree that Licensee's operation pertain to the use of a portion of park land to the north of the Santa Fe Dam Recreation Area which involves approximately 1,677 square feet of property for use by a conveyor belt and shall not interfere with the public's use of the Santa Fe Dam Recreation Area; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached hereto and form a part of this 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 Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

1.1	Exhibit A	DEMISED PREMISES
1.2	Exhibit B	EEO CERTIFICATION
1.3	Exhibit C	CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
1.4	Exhibit D	INTERNAL REVENUE SERVICES NOTICE 1015
1.5	Exhibit E	SAFELY SURRENDERED BABY LAW
1.6	Exhibit F	GREEN INITIATIVE
1.8	Exhibit G	SMOKING BAN

2.0 DEFINITIONS

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

2.1.1 License Agreement: Agreement executed between County and Licensee. It sets forth the terms and conditions for the issuance and performance of services.

2.1.2 Agreement Year: The 365-day period commencing on the first day of the month following approval by the Board of Supervisors, which date shall become the effective date of this Agreement and each following 365-day period thereafter throughout the term of this Agreement.

2.1.4 Auditor-Controller: The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.

2.1.5 Board of Supervisors: The Board of Supervisors of the County of Los Angeles acting as governing body of their designee.

2.1.6 Building Official: The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.

2.1.7 County: The County of Los Angeles.

2.1.8 Licensee: The entity having responsibility to operate the that has entered into an agreement with the County of Los Angeles

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

2.1.10 County Contract Monitor: Person with responsibility of monitoring the Agreement and the Licensee's adherence to said Agreement; Person responsible for providing reports to the County; Responsibility for inspections for any and all tasks, deliverables, goods, services and other work provided by the Licensee.

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

2.1.12 Demised Premises: Portion of real property to be occupied by Licensee as defined in Exhibit A

2.1.13 Department: The County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

2.1.14 Director: The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

2.1.15 Improvements: Any and all buildings, structures and other improvements, which may at any time be erected on or affixed to the Property, during the term of this license.

2.1.16 Park Superintendent: County staff, located on site at the Santa Fe Dam Recreation Area Office, responsible for the general operation and maintenance of the park.

2.1.17 State: The State of California.

2.1.18 Use Granted: The privilege of engaging in the commercial activities authorized herein on the public property designated therefore.

3.0 USE GRANTED

3.1 Licensee is hereby authorized to use and enter upon the property described in **Exhibit A** for the purposes of: 1) operating, replacing, repairing and maintaining conveyor system(s) and or pipeline(s), 2) use of the Demised Premises free and clear of any and all obstruction, including the right to trim, cut or remove vegetation or trees which may interfere with Licensee's permitted use of the Demised Premises, and 3) ingress and egress to and from adjacent property, as needed.

3.2 Licensee acknowledges personal inspection of Demised Premises and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Licensee accepts Demised Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

3.3 It is understood that County, at its sole option, may develop and maintain landscaping on the Demised 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.

3.4 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.

3.5 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 DEMISED PREMISES

4.1 The real property located just north of the Santa Fe Dam Recreation Area, hereinafter referred to as "Demised Premises", as shown in Exhibit A, attached hereto and incorporated herein by reference.

4.2 Licensee acknowledges personal inspection of the Demised Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the Demised 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 Demised 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 Demised 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 Demised Premises shall be referable solely to the permission herein granted.

4.5 Ownership of all improvements constructed by Licensee upon the Demised 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 Demised 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 Demised Premises entirely at the risk and expense of the Licensee.

4.6 Licensee shall, solely at its own cost and expense, maintain the conveyor system(s), pipeline(s), and haul road in a safe and environmentally responsible manner. County shall not be required to make any improvements, alterations, changes, additions, repairs, or replacement to the conveyor system(s), pipeline(s), or haul road, or the Demised Premises.

5.0 TERM OF LICENSE AGREEMENT

5.1 The term of this License Agreement shall be for a period of ten (10) years commencing on November 15, 2014, following the Board of Supervisors' approval, unless terminated sooner or extended, in whole or in part, as provided in this License Agreement.

5.2 Licensor will have the right to extend this Agreement, unless terminated as provided hereinafter, for one (1) additional ten (10) year term and one (1) additional eight (8) year term ("Renewal Term") for a maximum total term of twenty-eight (28) years. Renewal Term shall be on the same terms and conditions as set forth herein. This Agreement may be renewed by mutual written agreement for the Renewal Term at least one hundred eighty (180) days prior to the expiration of the Initial Term.

5.3 Regardless of the manner or duration of use or occupancy of said Demised 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 of Los Angeles Board of Supervisors at any time by giving one hundred eighty days (180) 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 CHANGES AND AMENDMENTS

6.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Director and Licensee.

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

7.0 CONSIDERATION

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

7.1.1 Commencing with the start of this License Agreement, as provided for in Paragraph 5.0, the first payment of rent shall be due and payable on December 1st, and thereafter rent will be payable annually on December 1st of each year the agreement is in effect.

7.1.2 Commencing on December 1st of each year throughout the Initial Term or any Renewal Terms of this License, the annual amount to be paid will be increased by an amount equal to three and one-half percent (3.5%).

7.1.3 Following the Commencement Date of the subject License, Licensee shall pay the County the following annual rent identified within the following specific License Period provided the License is extended for the Renewal Terms.

License Period	Monthly Amount
November 15, 2014 – November 14, 2015	$11,000.00
November 15, 2015 – November 14, 2016	$11,385.00

November 15, 2016 – November 14, 2017	$11,783.48
November 15, 2017 – November 14, 2018	$12,195.90
November 15, 2018 – November 14, 2019	$12,622.75
November 15, 2019 – November 14, 2020	$13,064.55
November 15, 2020 – November 14, 2021	$13,521.81
November 15, 2021 – November 14, 2022	$13,995.07
November 15, 2022 – November 14, 2023	$14,484.90
November 15, 2023 – November 14, 2024	$14,991.87
November 15, 2024 – November 14, 2025	$15,516.59
November 15, 2025 – November 14, 2026	$16,059.67
November 15, 2026 – November 14, 2027	$16,621.76
November 15, 2027 – November 14, 2028	$17,203.52
November 15, 2028 – November 14, 2029	$17,805.64
November 15, 2029 – November 14, 2030	$18,482.84
November 15, 2030 – November 14, 2031	$19,073.85
November 15, 2031 – November 14, 2032	$19,741.43
November 15, 2032 – November 14, 2033	$20,432.38
November 15, 2033 – November 14, 2034	$21,147.51
November 15, 2034 – November 14, 2035	$21,887.68
November 15, 2035 – November 14, 2036	$22,653.75
November 15, 2036 – November 14, 2037	$23,446.63
November 15, 2037 – November 14, 2038	$24,267.26
November 15, 2038 – November 14, 2039	$25,116.61
November 15, 2039 – November 14, 2040	$25,995.69

November 15, 2040 – November 14, 2041 $26,905.54

November 15, 2041 – November 14, 2042 $27,847.24

7.2 Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54924, Los Angeles, California 90054-0924 or such other place as may hereafter be designated in writing to the Licensee.

7.3 A late payment of One Hundred Dollars ($100.00) per month or portion thereof shall be added to any late payment received by the Treasurer-Tax Collector. For purposes of this Section 7.3, Licensee acknowledges that such payments are due on December 1st. At no time during this License shall the County be obligated to notify Licensee of the accumulation of late payment charges.

8.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT/ACCOUNTING

The Licensee shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Licensee shall also maintain accurate and complete employment and other records relating to its performance of this 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 Agreement. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, appropriate documentation for voided transactions (including approval for the void), 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 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.

8.1 In the event that an audit of the Licensee is conducted specifically regarding this 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 days of the Licensee's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.2 Failure on the part of the Licensee to comply with any of the provisions of this Section 9.0 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.3 If, at any time during the term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Licensee regarding the work performed under this 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 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.4 If the County notifies the Licensee that the Licensee did/does not, to the reasonable satisfaction of the County: (1) adequately maintain the documents required under Section 9.0 of this Agreement, and/or (2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions that would not be prevented and/or detected in the normal course of business, and/or (3) if the County is not able to reasonably determine whether the Licensee reported and paid the correct amount due to the County under this Agreement, then the County will assess penalties specified in this section upon the Licensee.

8.5 The parties hereby agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to meet the requirements of this section of this Agreement, and that a reasonable estimate of such damages shall range from: (1) 10% to 20% of the total gross receipts for the period of time that the County determines the Licensee did not meet the requirements under this section of this Agreement, and/or (2) termination of this Agreement, determined at the sole discretion of the County.

8.6 In the event the County hires an Independent Certified Public Accounting firm (CPA) to perform an audit of the Licensee's gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Licensee, the CPA is unable to issue an unqualified opinion as to gross receipts for the Licensee, the CPA may employ alternative methods to impute rent for the period of inadequate records and calculate rent due. The CPA (or the County) may use the Licensee's gross receipts last audited (in which an unqualified audit opinion was expressed), inflated by the Consumer Price Index for All Urban Consumers for the Los Angeles, Riverside, and Orange County areas. Interest/late fees may also be separately applied. In addition, the County may require the Licensee to pay for the cost of the CPA's audit.

8.7 In the event the County and/or a CPA firm concludes that the Licensee under-reported Gross Receipts to the County, and that under-reporting is equal to

or greater than 5% of the current or previous year's Gross Receipts reported by the Licensee, as determined at the sole discretion of the County, the Licensee shall pay for the cost of the CPA's audit and/or the County's review (including County costs associated with the CPA's audit, such as monitoring the audit, etc.).

8.8 Licensee shall at all times during this Agreement period and for five years after the termination/expiration of this Agreement, keep, or cause to be kept, locally, to the reasonable satisfaction of the County, true, accurate, and complete records for all accounting years covered by this Agreement. Records will show all transactions relative to the conduct of operations, and be supported by data of original entry. Records shall detail transactions conducted on or from the demised premises separate and apart from those in connection with Licensee's other business operations, if any.

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

8.9.1 Regular books of accounting such as general ledgers;

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

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

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

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

8.10 All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may from time to time conduct an audit and re-audit of the books and business conducted by Licensee and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

8.11 In the event that an audit or review conducted by the Auditor-Controller and/or Director finds that, due to Licensee's non-compliance with its obligation to report gross receipts received in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to County can be determined, Director may, at his option, (1) bill Licensee for said losses, said amount to be paid to County within thirty (30) days following billing therefore unless otherwise specified by Director; and/or (2) use the Security Deposit as provided for herein; and/or, (3) assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to correctly report gross receipts, and a projected loss of revenue due to County. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Fifty Dollars ($250.00) per day for each day of the loss period as determined by County, and that the Licensee shall be liable to the County for liquidated damages in said amount.

8.12 Should the Director find that the additional rental payment due to County exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, Licensee shall

also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments

9.0 OPERATING RESPONSIBILITIES

9.1 Advertising Materials, Signs and Publicity

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

9.2 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.

9.3 Illegal Activities

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

9.4 Maintenance

9.4.1 Licensee shall be responsible for maintaining, at its sole expense, the Demised 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 Demised Premises.

9.4.2 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 Demised Premises in compliance with all applicable laws including, if necessary, the replacement thereof.

9.5 Non-Interference

Licensee shall not interfere with the public use of, and programming within the Santa Fe Dam Recreation Area.

9.6 Safety

Licensee shall immediately correct any unsafe condition on the Demised 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 Demised Premises. Licensee shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the Demised Premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with all Federal, State, County, and municipal 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.

9.7 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 Demised 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.

9.8 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 Demised Premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

9.9 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 Demised Premises.

9.10 Licensee's Staff and Employment Practices

9.10.1 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.

9.10. 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 Demised 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 Demised Premises.

10.0 IMPROVEMENTS

10.1 Approvals

Any proposed improvement undertaken by the Licensee, including, but not limited to construction of utilities, landscape planting, replanting or removal, irrigation, site improvements such as paths, walkways, benches, lighting, parking lots, railings, demolition, relocation or replication of existing

structures, and construction of new structures, shall have the prior written approval of the Director. Notice of a proposed improvement project shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, cost estimate, timeframe and proposed funding for the project. For any proposed improvement, Licensee must also have the approval of the County of Los Angeles Department of Regional Planning to ensure Licensee's compliance with all applicable land and use regulations. Among other things, a site plan, drawn to scale, of the facility with all existing and/or proposed improvements must be created and submitted by the Licensee as required by the County of Los Angeles Department of Regional Planning for any business license, permit, or General Plan consistency review.

10.2 Funding

All funds for the costs of any improvement, inclusive of costs of performance and payment bonds and the costs of any reviews or any permits, shall be solely the responsibility of the Licensee.

10.3 Plan Preparation

10.3.1 The Licensee shall ensure that all improvement plans are prepared by qualified professionals such as architects, engineers, and landscape architects who are licensed by the State of California and are approved in advance by the Director. In addition, the Licensee shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director.

10.3.2 For projects requiring the issuance of a permit, Licensee shall prepare and submit two (2) sets of a preliminary design for review and approval by the Director. Within 45 days following approval of the preliminary design by the Director, Licensee shall prepare and submit three (3) sets of working drawings for review and approval: two (2) sets shall be submitted to the Director and one (1) set shall

be submitted to the Building Official. Should the Building Official require Licensee to make changes to the plans, Licensee shall make necessary changes and re-submit the plans to the Building Official as soon as possible, however, no later than 30 days from receipt of the plans. Upon approval thereof, said working drawings shall be incorporated herein by reference. Elements included in the approved design development shall not be subsequently disapproved in review of the working drawings. License shall, within 30 days after approval of the working drawings as provided herein and causing the posting of the construction site with a notice of non-responsibility of the County for payment for the works of improvement, commence construction of the above-described improvements and shall diligently prosecute and complete same.

10.4 Agreement Approval

For projects requiring the issuance of a building permit, Licensee shall forward copies of all draft agreements between Licensee and the Licensee's architects and engineers for Director's approval.

10.5 Environmental Impacts

The Licensee shall coordinate environmental impact issues with the Director in compliance with the California Environmental Quality Act (CEQA) and shall receive written approvals and authorizations from Director. The Licensee shall, however, maintain full responsibility for implementing all CEQA and related requirements.

10.6 Construction Management

The Licensee and/or its construction manager shall maintain responsibility for conducting regularly scheduled site inspections and job meetings and shall notify the Director of same. Documentation of these meetings shall be maintained by the Licensee and be available for review by Department staff.

10.7 Completion of Improvements

The improvements requiring the issuance of a permit shall be deemed to be complete upon acceptance of the improvements by the Building Official as

evidenced by the issuance of a certificate of occupancy and completion of improvements.

10.8 Plans of Record

Upon completion of the improvements, Licensee shall furnish the Director with one (1) complete set of "plans of record" working drawings; one (1) complete set of "plans of record" working drawings in AutoCAD and on CD (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for all building equipment and systems; and copies of all written warranties. Licensee shall assign to County all expressed warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement upon termination of this Agreement by expiration of term or cancellation.

10.9 Performance Bond

In connection with any improvement project performed hereunder, Licensee shall, at its own cost, obtain or require its contractor to obtain a performance bond from an admitted California surety, in good standing, in an amount equal to 100% of the construction cost of the improvement, unless the Director otherwise agrees in writing. Said performance bond must be satisfactory to the County and shall name the County of Los Angeles and the Licensee as obligees.

10.10 Prevailing Wages

Any capital improvement performed hereunder shall comply with all provisions of the Labor Code of the State of California, including but not limited to, the payment of prevailing wages to all persons providing labor on any such project.

10.11 Compliance with All Laws and Building Codes

The Licensee shall comply with and require its Contractors and Subcontractors to comply with all applicable laws, including Building Code requirements in connection with any projects performed hereunder.

11.0 DESTRUCTION OF THE DEMISED PREMISES AND/SANTA FE DAM RECREATION AREA

11.1 In the event the demised premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Licensee shall either restore the demised premises or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the demised premises or terminate this Agreement. County shall, at its sole option, make the loss adjustment with the insurance company insuring the loss and receive any and all payments of the proceeds of insurance.

11.2 If County, in its sole discretion, elects to restore the demised premises, this Agreement shall continue in full force and effect, except that the payment to be made by Licensee shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the operation provided a claim therefore is filed with the Director within 100 days of notice of election to restore the demised premises. Any such claim shall be denied if the destruction of the demised premises is found by the Director, in his sole discretion, to have been caused by the fault or neglect of Licensee. The Licensee agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

11.3 The Licensee shall cooperate in any restoration of the demised premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings, for such periods, as are required for the restoration thereof, upon the County's written request.

11.4 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of the Santa Fe Dam Recreation Area by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the

reduction in the public's use of said Park due to the partial or total closure thereof has affected the operation.

11.5 The Licensee agrees to accept the remedy heretofore provided in the event of a destruction of the demised premises and/or the Park and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

12.0 CONSTRUCTION BY COUNTY AFFECTING DEMISED PREMISES AND/OR SANTA FE DAM RECREATION AREA

12.1 In the event County, in its sole discretion, constructs or causes to be constructed a new facility at the Demised Premises, this Agreement shall continue in full force and effect, except that the payments to be made by Licensee may be abated and/or other relief afforded, in the Director's sole discretion, and in the event that the Director determines that the construction interferes with the authorized operations, provided Licensee files a claim with the County for rent and abatement relief within 30 days of commencement of construction.

12.2 The Licensee agrees to cooperate with County in the event that the construction affects the demised premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facility (ies). The Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

12.3 Following completion of the new facility, the Licensee shall resume its operations therefrom within 30 days of written notice from the Director that the demised premises are tenantable.

12.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Santa Fe Dam Recreation Area that requires a partial or total closure thereof, except that the abatement and/or

other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of the Santa Fe Dam Recreation Area due to the partial or total closure thereof, has affected the Licensee's operations.

12.5 The Licensee agrees to accept the remedy heretofore provided in the event of construction upon the demised premises and/or the Santa Fe Dam Recreation Area, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

13.0 OPERATING RESPONSIBILITIES

13.1 ADVERTISING MATERIALS, SIGNS AND PUBLICITY

With the exception of any signs currently located or used on the demised premises, and any maintenance or replacement thereof, the Licensee shall not post any additional signs upon the demised premises or improvements thereon without the Director's prior written consent. The Licensee may place temporary directional signs, as approved by the Director, around the demised premises to help direct visitors to the demised premises during hours of operation and for special events, so long as all such temporary signage is removed within 24 hours after conclusion of such special event or at the end of the business day during regular operations. The Licensee shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior written approval thereof is obtained from the Director.

13.2 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Licensee shall conform to and abide by all municipal and County ordinances, and all 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 operation, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, the Licensee shall conform to and abide by all rules and regulations and policies of the Board, the

Director, and any other County agency(ies) insofar as the same or any of them are applicable.

13.3 CREDIT IN PROMOTIONAL MATERIALS

Licensee agrees that any advertising or promotional materials promulgated by Licensee, must contain the words "Santa Fe Dam Recreation Area" or any derivative thereof, and shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System" unless specifically approved otherwise by the Director. Licensee shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior written approval thereof is obtained from Director.

13.4 EASEMENTS

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the demised premises for utilities and/or public access provided that the County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Licensee of the use of a portion of the demised premises, an abatement of payments shall be provided in an amount proportional to the total area of the demised premises in the before and after conditions.

13.5 ILLEGAL ACTIVITIES

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

13.6 MAINTENANCE

Licensee shall be responsible for maintaining the demised premises in good and substantial repair and condition, and in compliance therewith shall perform all repairs to and replacement of all improvements and equipment thereof.

13.7 NON-INTERFERENCE

Licensee shall not interfere with the public use of and the programming within the Santa Fe Dam Recreation Area.

14.0 TERMS AND CONDITIONS

14.1 AGREEMENT ENFORCEMENT

14.1.1 The Director shall be responsible for the enforcement of this 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.

14.1.2 Any officers and/or authorized employees of the County may enter upon the demised premises at any and all reasonable times for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the demised premises.

14.1.3 In the event the County commences legal proceedings for the enforcement of this Agreement or recovery of the demised premises herein, Licensee does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

14.2 CANCELLATION

14.2.1 Upon the occurrence of any one or more of the events of default hereinafter described in Section 15.11, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Licensee ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefore.

14.2.2 Upon cancellation, the County shall have the right to take possession of the demised premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

14.2.3 Action by the 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 Agreement.

14.2.4 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Licensee was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Licensee has, to the satisfaction of the Director, cured any default, the Director shall issue, within five business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

14.3 COMPLIANCE WITH CIVIL RIGHTS LAW

The Licensee hereby assures that it will comply with Subchapter VII 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 Agreement or under any project, program, or activity supported by this Agreement. The Licensee shall comply with Exhibit B, Licensee's EEO Certification.

14.4 LICENSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County Contractor's to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's

Department of Children and Family Services will supply the Licensee with the poster to be used.

14.5 LICENSEE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

14.5.1 In the event the Director determines that there are deficiencies in Licensee's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Licensee to correct said deficiencies within specified time frames.

14.5.2 In the event that Licensee fails to correct the deficiencies within the prescribed time frames the Director may, at his option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under paragraph 15.34, Right of Entry, and/or (3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the obligations for use granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is $250 per day for each day of the period of time that the deficiencies exist, and that Licensee shall be liable to County for liquidated damages in said amount.

14.6 FACSIMILE REPRESENTATIONS

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

14.7 LICENSEE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

14.7.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Licensee's duty under this Agreement to comply with all applicable provisions of law, Licensee warrants that it is now in compliance and shall during the term of this Agreement maintain 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 District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14.8 LICENSEE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

14.8.1 Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

14.8.2 Unless Licensee qualifies for an exemptions or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance by completing Exhibit B, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

14.9 CONFLICT OF INTEREST

14.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing 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 Agreement. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

14.9.2 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 Agreement. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. In addition, the Licensee's Operation Manager shall abstain from participating in any decision in which it has a financial interest. Abstention requires disclosure of the Licensee's Operation Manager interest and notation on the official record of the nature of the interest. Participation includes not only voting on, but also taking part in any discussion or analysis of the decision in which the Licensee's Operation Manager has any interest, financial or otherwise.

14.10 COUNTY'S QUALITY ASSURANCE PLAN

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 County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Licensee. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

14.11 EVENTS OF DEFAULT

14.11.1 The abandonment, vacation or discontinuance of operations on the demised premises for more than two (2) consecutive days without approval thereof by the Director.

14.11.3 The failure of Licensee to operate in the manner required by this Agreement, where such failure continues for more than ten days after written notice from the Director to correct the condition.

14.11.4 The failure to maintain the demised premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten days after written notice from the Director to correct the condition.

14.11.5 The failure of Licensee to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more 30 days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure the particular default within ten days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

14.11.6 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity

Commission of discrimination having been practiced by Licensee in violation of State and/or Federal laws thereon.

14.11.7 Failure of Licensee to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

14.12 TERMINATION FOR CONVENIENCE

14.12.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles Board of Supervisors, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Licensee specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 180 days after the notice is sent.

14.12.2 After receipt of a notice of termination and except as otherwise directed by the County, the Licensee shall:

- Stop work under this Agreement on the date and to the extent specified in such notice; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

14.12.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Licensee under this Agreement shall be maintained by the Licensee in accordance with Section 9.0, Record Retention & Inspection/Audit Settlement.

14.13 TERMINATION FOR DEFAULT

14.13.1 The County may, by written notice to the Licensee, terminate the whole or any part of this Agreement, in the following circumstances:

a. The Licensee has materially breached this Agreement;

b. The Licensee fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;

c. The Licensee fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

14.13.2 Upon the occurrence of paragraph 15.13, this Agreement shall be subject to termination. As a condition precedent thereto, the Director shall give the Licensee a minimum of three days' notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

14.13.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Agreement for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Licensee cures its default within a five day period after notice is given, or (2) if the default cannot reasonably be cured within the five days after notice is given, the Licensee reasonably commences to cure its default within the five day period and diligently and in good faith continues to cure the default. If the Licensee fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

14.13.4 In the event that the County terminates this Agreement in whole or in part as provided in this section, the County may procure, upon

such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above this Agreement sum may be charged against the Licensee. The Licensee shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

14.13.5 Except with respect to defaults of any Subcontractor, the Licensee shall not be liable for any such excess costs of the type identified in this Section if its failure to perform under this Agreement arises out of causes beyond the control and without the fault or negligence of the Licensee. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Licensee. If the failure to perform is caused by the default of a Subcontractor, and without the fault or negligence of either of them, the Licensee shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Licensee to meet the required performance schedule. As used in this Section, the term "Subcontractor(s)" refer to Subcontractor(s) at any tier.

14.13.6 In the event the County terminates this Agreement in its entirety due to the Licensee's default as provided in Subsection 15.13.1, the Licensee and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to,

the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Licensee and the County agree that the County shall, at its sole option and in lieu of the provisions of section 15.5, be entitled to liquidated damages from the Licensee, pursuant to California Civil Code Section 1671, in the amount of $5,000 or five percent of the applicable year's Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Licensee to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Licensee by the County, whether under this Agreement or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Licensee's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 15.25, Indemnification.

14.13.7 In the event that, following service of the Notice of Termination of this Agreement under the provisions of this Section 15.13.7, it is determined for any reason that the Licensee was not in default under the provisions of this Subsection 15.13.7, that the default was excusable under provisions of this Subparagraph 15.13.7, or Licensee has, to the satisfaction of the Director, cured any default, the Director shall issue, within five business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

14.13.8 The rights and remedies of the County provided in this Section 16.13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14.14 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Licensee to maintain compliance with the requirements set for in Section 15.7, Licensee's Warranty Of Adherence To County's Child Support Compliance Program, shall constitute a default by Licensee under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the county Board of Supervisors may terminate this Agreement pursuant to Section 15.2, Cancellation.

14.15 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Licensee to maintain compliance with the requirements set forth in Section 15.8, Licensee's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Licensee to cure such default with ten days of notice shall be ground upon which County may terminate this Agreement and/or pursue debarment of Licensee, pursuant to County Code Chapter 2.206.

14.16 TERMINATION FOR IMPROPER CONSIDERATION

14.16.1 County may, by written notice to Licensee, immediately terminate the right of Licensee to proceed under this 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 Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the 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.

14.16.2Licensee shall immediately report any attempt by a County officer, employee or agent 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 Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Licensee in writing by County.

14.16.3Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

14.17 TERMINATION FOR INSOLVENCY

14.17.1The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least 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 Federal Bankruptcy Code;
- To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
    - The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
    - The appointment of a Receiver or Trustee for Licensee.

14.17.2The rights and remedies of County provided in this Section 14.17, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14.18 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 Agreement upon which County may immediately terminate or suspend this Agreement.

14.19 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

14.19.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest of the Santa Fe Dam Recreation Area and the demised premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent Agreement to said assignee. County shall provide the Licensee with notice of termination or assignment of this Agreement pursuant to this provision.

14.19.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Santa Fe Dam Recreation Area, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Licensee shall immediately cease its operations, and within 15 days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Licensee of such park closure.

14.20 SUSPENSION

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

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

b. In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be

deemed terminated for the convenience at the option of either party, upon written notice to the other party.

14.21 FAIR LABOR STANDARDS

The Licensee shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Licensee's employees for which the County may be found jointly or solely liable.

14.22 FORCE MAJEURE; TIME EXTENSIONS

14.22.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

14.22.2 Notwithstanding the foregoing, a default by subcontractors of Licensee shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Licensee and such subcontractor, and without any fault or negligence of either of them. In such case, Licensee shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Licensee to meet the required performance schedule. As used in this subparagraph, the term subcontractor means subcontractors at any tier.

14.22.3In the event Licensee's failure to perform arises out of a force majeure event, Licensee agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

14.23 GOVERNING LAW, JURISDICTION, AND VENUE

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

14.24 INDEPENDENT LICENSEE

This Agreement is by and between the County of Los Angeles and Licensee and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Licensee. Licensee understands and agrees that all persons furnishing services on behalf of Licensee pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Licensee and not of County. Licensee shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Licensee pursuant to this Agreement.

14.25 INDEMNIFICATION

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

this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

14.26 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Licensee's indemnification of County and the United States, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 15.26 and 15.27 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this Agreement.

14.26.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding $50,000, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

  County of Los Angeles
  Department of Parks and Recreation
  Contracts, Golf and Special Districts Division
  Los Angeles County Arboretum
  301 North Baldwin Avenue
  Arcadia, CA 91007

  Licensee also shall promptly report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify County of any third party claim or suit filed against Licensee or any of its Subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Licensee and/or County.

14.26.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under

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

14.26.3 Cancellation of/or Changes in Insurance

Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

14.26.4 Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Licensee resulting from

said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

14.26.5 Insurer Financial Ratings

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

14.26.6 Licensee's Insurance Shall Be Primary

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

14.26.7 Waivers of Subrogation

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

14.26.8 Subcontractor Insurance Coverage Requirements

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

approval of any Subcontractor request for modification of the Required Insurance.

14.26.9 Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.26.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.26.11 Application of Excess Liability Coverage

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

14.26.12 Separation of Insureds

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

14.26.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance

to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

14.26.14 County Review and Approval of Insurance Requirements

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

14.27 INSURANCE COVERAGE REQUIREMENTS

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

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

Such insurance shall also cover Licensee's legal liability for any injury or death to horses under Licensee's care, custody or control. In all cases, such coverage for horses in the care, custody and control of Licensee shall provide limits of not less than $5,000 per horse and $500,000 aggregate. The policy shall not exclude recreational or athletic activities.

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

14.27.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which

includes Employers' Liability coverage with limits of not less than $1 million per accident. If Licensee will provide contracted employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.27.4 Periods of New Construction

During the period(s) of new construction as required or authorized herein, and in addition to the aforementioned insurance coverage, Licensee shall provide the following forms and amounts of insurance:

a. **Builder's All-Risk Insurance:** including flood coverage, covering the entire work, against loss or damage until completion and acceptance by the Director. Insurance shall be in an amount for the replacement value of the improvements and endorsed for broad form property damage, breach of warranty, explosion, collapse, and underground hazards. Deductibles shall not exceed five percent of the construction cost.

b. **Professional Liability:** Insurance covering liability arising from any error omission, or negligent act of the Licensee, its officers, employees, Contractors, or agents with a limit of not less than $1,000,000 per claim.

14.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

14.28.1 The Licensee certifies and agrees that all persons employed by it, it's affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

14.28.2 The Licensee shall certify to and comply with the provisions of Exhibit B, Licensee's EEO Certification.

14.28.3 The Licensee shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

14.28.4 The Licensee certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

14.28.5 The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.

14.28.6 The Licensee shall allow County representatives access to the Licensee's employment/volunteer records during regular business hours to verify compliance with the provisions of this Section 15.28 when so requested by the County.

14.28.7 If the County finds that any provisions of this Section 14.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this Agreement.

14.28.8 The parties agree that in the event Licensee violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of $500 for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

14.29 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

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

14.30 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Licensee shall notify and provide to its employees, and shall require each subcontractor 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 E of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

14.31 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; facsimile or email or (2) 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, subpost 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 Azusa Rock, Inc., Attn: Legal Department, Vulcan Materials Company, Western Division, 500 N. Brand Blvd., Suite 500, Glendale, CA 91203. The address to be used for any notice served by mail upon County shall be 301 North Baldwin Avenue, Arcadia, CA 91007, Attention: Contracts, Golf and Special Districts Division, or such other place as may hereafter be designated in writing to Licensee by the Director. Service by mail; facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

14.32 PUBLIC RECORDS ACT

14.32.1 Any documents submitted by Licensee; all information obtained in connection with the County's right to audit and inspect Licensee's documents, books, and accounting records pursuant to Section 8.0 of this Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this 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 of court of competent jurisdiction.

14.32.2 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 any action or liability arising under the Public Records Act.

14.33 RECYCLED BOND PAPER

Consistent with the Board's 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 Agreement.

14.34 RIGHT OF ENTRY

14.34.1 Any officers and/or authorized employees of the County may enter upon the demised premises at any and all times for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the demised premises.

14.34.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of two days, Licensee hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the demised premises, including all improvements, equipment and

inventory thereon; (2) remove any and all persons or property on said demised premises and place any such property in storage for the account of and at the expense of Licensee; (3) subcontract or sublease of the demised premises; and (4) after payment of all expenses of such subcontracting or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this Agreement. Entry by the officers and employees of County upon the demised premises for the purpose of exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

14.34.3 No re-entry or taking of the demised premises by County pursuant to Section 15.34.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Licensee or unless the termination thereof be decreed by a court of competent jurisdiction.

14.35 SEVERABILITY

If any provision of this 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.

14.36 SUBLICENSES

14.36.1 Licensee shall not, without the prior written consent of the Director, sublicense any portion of the Demised Premises, or sublicense any of the operation or activities authorized or required by this Agreement.

14.36.2 In the event the County determines that the Licensee has violated the sublicense provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, and/or assess liquidated damages.

14.37 SURRENDER OF DEMISED PREMISES

14.37.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Licensee shall peaceably vacate the demised 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, subject to the right of County to demand removal thereof to the extent that Subparagraph 15.34.2 hereinbefore may be applicable thereto.

14.37.2 Upon expiration of the term, Licensee shall execute and deliver to County within 30 days after service of written demand, a good and sufficient quitclaim deed of the Licensee's interest in this Agreement and the demised premises. Should Licensee fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Licensee to execute and deliver the quitclaim deed shall, after ten days from the date of recordation of the notice, be conclusive evidence against Licensee and all persons claiming under Licensee, of the termination of this Agreement.

14.38 TAXES AND ASSESSMENTS

14.38.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, including, but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the demised premises and any improvements located thereon.

14.38.2 Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

14.39 TRANSFERS

14.39.1 Licensee shall not, without written consent of the Director, transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage without the written consent of the Director shall be null and void, and shall constitute a material breach of this Agreement.

14.39.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Licensee shall be binding upon any transferee thereof.

14.39.3 The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Licensee occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Licensee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Licensee, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

14.39.4 Shareholders and/or partners of Licensee may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Licensee to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the Director's approval thereof shall be required. Consent to any such transfer shall be refused if the Director finds that the

transferee is lacking in experience and/or financial ability to conduct the operation of the Santa Fe Dam Recreation Area.

14.39.5 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

14.39.6 In the event Licensee shall request the prior written consent of Director to give, assign, transfer or grant control of this Agreement, and Director gives written consent to the assignment, a transfer fee equal to 20% of the gross sales price shall be paid to County. Said sum shall be payable to County in full either within 30 days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

a. A transfer of an undivided interest in the agreement between or among co-workers or affiliated entities which results in a change in method of holding title but does not result in a change to the proportional interests held by the co-owners or affiliated entities prior to the transfer;

b. An assignment which serves as security for the repayment of a loan from any lender but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the

rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;

c. A transfer of title of the agreement to a lender purchaser at the foreclosure sale under a deed of trust on the property or by assignment to the lender or its nominee in lieu of foreclosure;

d. Such other assignment for which the Director determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Licensee without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby. The Director's decision in such cases may be appealed to the Board of Supervisors within ten days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Licensee in the event the Director's decision is reversed.

14.40 VALIDITY

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

14.41 WAIVER

14.41.1 Any waiver by 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 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 Agreement or stopping County from enforcing the full provisions thereof.

14.41.2 No delay, failure, or omission of County to re-enter the demised 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.

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

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

14.42 WARRANTY AGAINST CONTINGENT FEES

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

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

15.0 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

15.1 Smoking shall be prohibited at all parks, except:

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

16.0 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

The Licensee is required to comply with the County's policy on restricting its purchase and use of EPS food containers on County-owned facilities.

17.0 CONTRACT ALERT REPORTING DATABASE

The County maintains databases that track/monitor Licensee performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an agreement term extension option.

18.0 GREEN INITIATIVES

Licensee shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Licensee shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Licensee's products prior to their use.

19.0 NON RESPONSIBILITY AND DEBARMENT

19.1 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 Agreement. It is the County's policy to conduct business only with responsible Licensees.

19.2 CHAPTER 2.202 OF THE COUNTY CODE

The Licensee 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 Agreements which indicates that the Licensee is not responsible, the County may, in addition to other

remedies provided in the Agreement, debar the Licensee from bidding or proposing on, or being awarded, and/or performing work on County agreements 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 agreements the Licensee may have with the County.

19.3 NON-RESPONSIBLE LICENSEE

The County may debar an Licensee if the Board of Supervisors finds, in its discretion, that the Licensee has done any of the following: (1) violated a term of an agreement 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 an agreement 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.

19.4 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 years, that Licensee may after the debarment has been in effect for at least five 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 years; (2) the debarment has been in effect for at least five 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.

19.5 SUBCONTRACTORS OF LICENSEE

These terms shall also apply to Subcontractors of County Licensees.

20.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire Agreement between County and Licensee for the use granted at the Santa Fe Dam Recreation Area. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the demised premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

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

COUNTY OF LOS ANGELES

By _____
Russ Guiney, Director
Department of Parks and Recreation

LICENSEE

By _____, VICE PRESIDENT
Azusa Rock, Inc.

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By _____
Christina A. Salseda, Principal Deputy

ACKNOWLEDGMENT

State of California)
)
County of Los Angeles)

On August 12, 2014, before me, Karen Shields Clark, Notary Public, personally appeared Brian W. Ferris who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

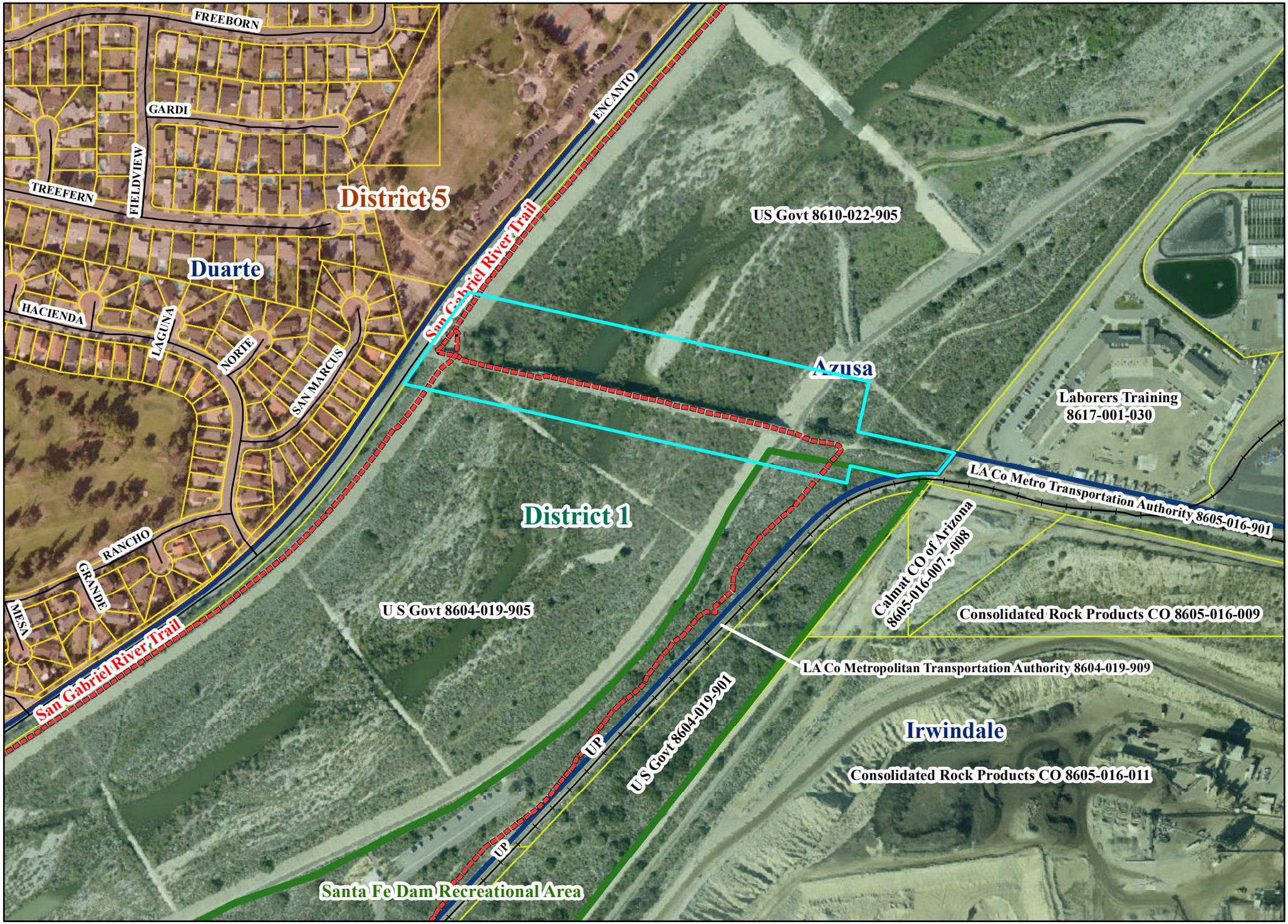
Signature Karen Shields Clark

KAREN SHIELDS CLARK
Commission # 1954564
Notary Public - California
Los Angeles County
My Comm. Expires Oct 28, 2015

My Commission Number is 1954564.
My Commission Expires October 28, 2015.

EXHIBIT A

Demised Premises



Prepared By:
Planning
Date: 8-5-14

LA County APN 8610-022-914_Azusa

500 Feet

N

EXHIBIT B

EEO Certification

EXHIBIT B

LICENSEE'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Azusa Rock, Inc
Licensee's Name

500 North Brand Blvd., Glendale, CA 91203
Business Address

95-4051240
Internal Revenue Service Employer Identification Number

GENERAL

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

LICENSEE'S CERTIFICATION

		Check One
1.	The Licensee has a written policy statement prohibiting discrimination in all phases of employment.	[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) Jeff Cameron

Title of Signer (please print or type) Manager, Special Projects

Signature _____ Date 8-18-14

EXHIBIT C

Certification of Compliance with County's Defaulted Property Tax Reduction Program

EXHIBIT C

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

Company Name: Azusa Rock, Inc.				
Company Address:	500 North Brand Blvd.			
City:	Glendale	State:	CA	Zip Code: 91203
Telephone Number:	626-272-3959		Email address: cameronj@vmcmail.com	
Agreement for				

The Licensee certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name: Jeff Cameron	Title: Manager, Special Projects
Signature:	Date: 8-18-14

Date: 8-18-14

EXHIBIT D

Internal Revenue Service Notice 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

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 2013 are less than $51,567 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, 2014.

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

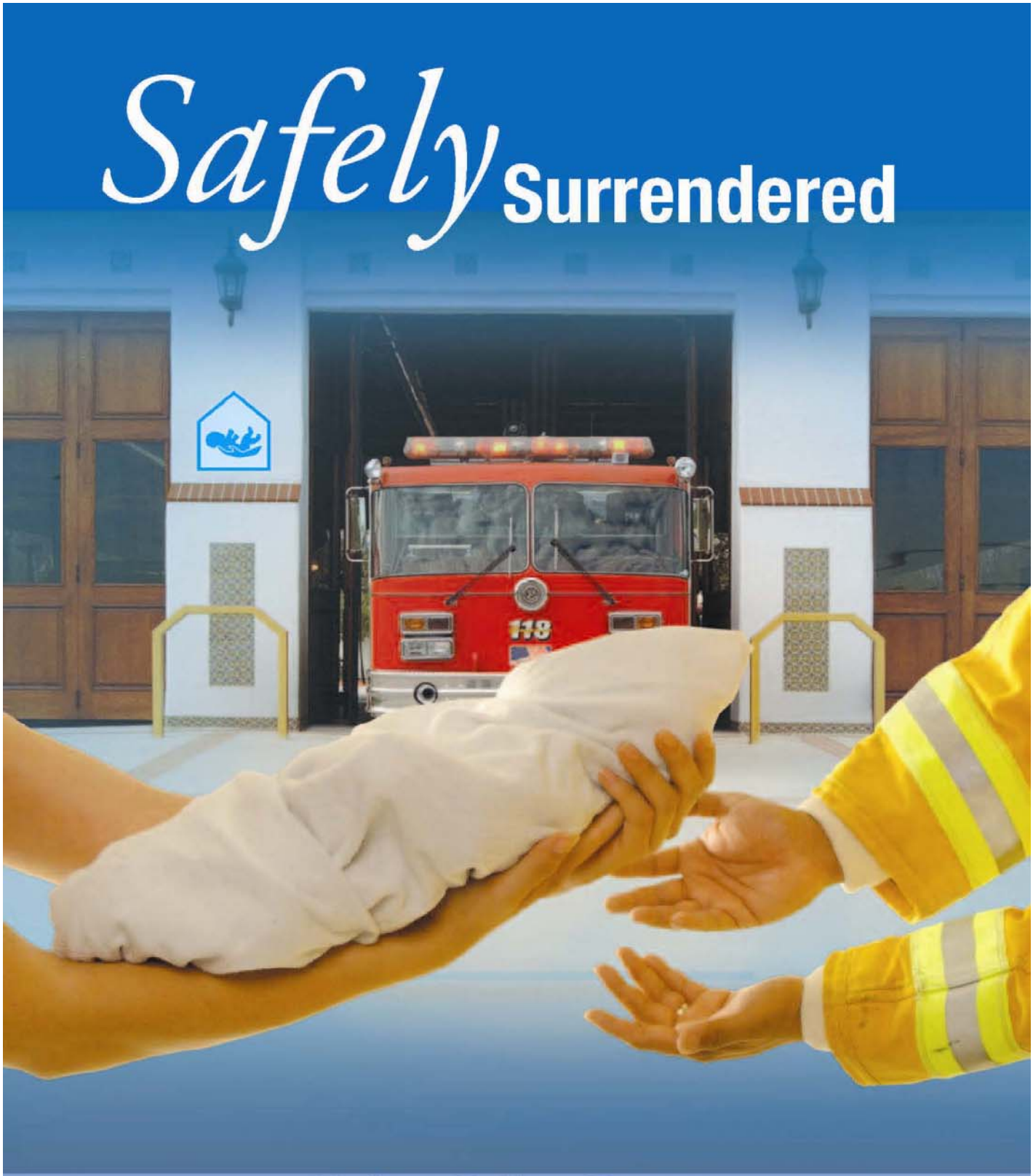
How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 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 2013 and owes no tax but is eligible for a credit of $800, he or she must file a 2013 tax return to get the $800 refund.

EXHIBIT E

Safely Surrendered Baby Law

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

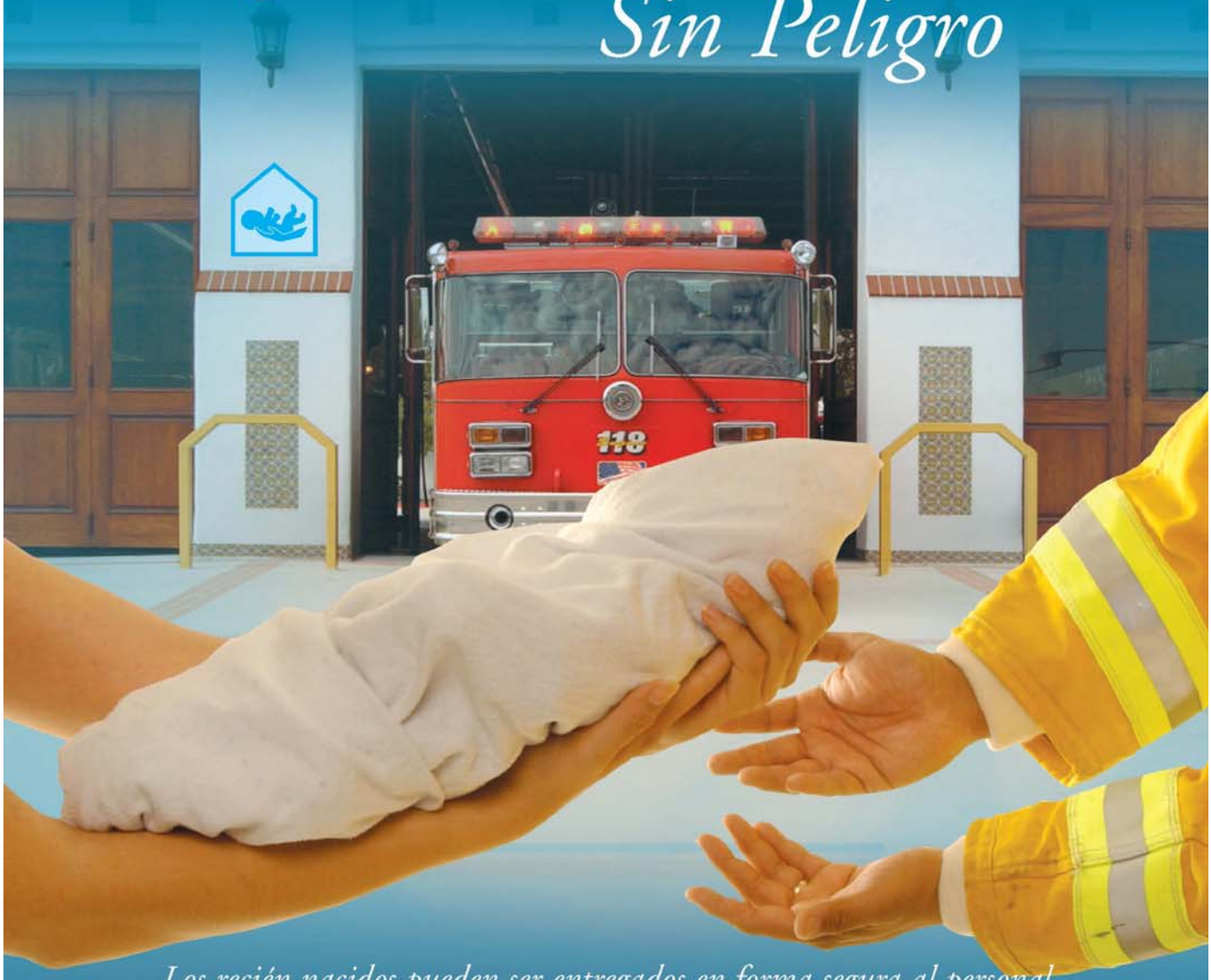
Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

Green Initiative

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, Jeff Cameron, as the Manager of Azusa Rock, Inc. providing services at Santa Fe Dam Recreation Area,

hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

Signed _____ Dated 8-18-14

EXHIBIT G

Smoking Ban Ordinance

Exhibit G

SMOKING BAN ORDINANCE

ORDINANCE NO. 2009-0044

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

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

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

17.04.035 Contract-operated facilities.

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

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

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

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

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

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

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

[1704035CSCC]

NOTICE OF PUBLIC HEARING
RELATING TO THE
PUBLIC PARK PRESERVATION ACT

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

WHEREAS, the Los Angeles County, Department of Parks and Recreation is considering an offer to grant a license agreement to so dedicate approximately 1,677 square feet within APN 8610-022-914 which is County park land that contains the San Gabriel River Trail north of the Santa Fe Dam Recreation Area; and

WHEREAS, the Los Angeles County Board of Supervisors will review a proposed dedication of less than one of acre of park land within APN 8610-022-914 that contains the San Gabriel River Trail north of the Santa Fe Dam Recreation Area for the operation of a rock quarry conveyor belt system. As consideration for said dedication of land, funds from said license agreement shall be used to improve the public park in question;

NOW, THEREFORE NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors, on the twenty-eighth day of October, 2014 at 9:30 a.m., or as soon thereafter as it may be heard in Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California, to conduct public hearing pursuant to the *Public Park Preservation Act of 1971* on the dedication of less than one acre of park land north of the Santa Fe Dam Recreation Area grounds in exchange for compensation from the license agreement to fund improvements to the San Gabriel River Trail.

POSTED: September 13, 2014