COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"
Russ Guiney, Director
John Wicker, Chief Deputy Director
Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

October 21, 2014

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 October 21, 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF AN OPERATING AGREEMENT BETWEEN THE DESCANSO GARDENS GUILD, INC. AND THE COUNTY OF LOS ANGELES FOR THE DESCANSO GARDENS (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

Approval of a ten-year Operating Agreement with one five-year extension option, for a maximum of 15 years, between the Descanso Gardens Guild, Inc. and the County of Los Angeles for the operation and maintenance of the Descanso Gardens.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Operating Agreement categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the project.

2. Authorize the Director of the Department of Parks and Recreation to execute a ten-year Operating Agreement between the Descanso Gardens Guild, Inc. and the County of Los Angeles for the operation and maintenance of the Descanso Gardens, effective November 1, 2014.

3. Authorize the Director of the Department of Parks and Recreation to exercise a five-year contract renewal option if, in the opinion of the Director of the Department of Parks and Recreation, the Descanso Gardens Guild, Inc. has performed successfully during the initial agreement term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will approve an Operating Agreement between the Descanso

Gardens Guild, Inc. (Guild) and the County of Los Angeles (County) for the operation and maintenance of the Descanso Gardens (Gardens) by the Guild.

On November 12, 1997, the Board of Supervisors (Board) approved a 20-year Operating Agreement with the Guild. On September 16, 2003, the Operating Agreement was amended to increase the financial support by the County to the Gardens, increase County oversight of improvement projects, and reduce the term from 20 to 15 years with a month-to-month provision added. Since this time, the County and Guild have co-funded and co-governed the Gardens. The Guild and County desire to ensure the continued operation of the Gardens as a botanic garden and historical site through an Operating Agreement for the maintenance and operation of the Gardens by the Guild.

Implementation of Strategic Plan Goals

The recommended Operating Agreement will further the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) by creating partnerships with external agencies to efficiently improve the delivery and quality of services and support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The Guild shall receive an annual management fee in the amount of $270,000 in consideration for its performance of the management, operation, and maintenance of the Gardens.

OPERATING BUDGET IMPACT

As a result of the recommended actions, the Department of Parks and Recreation (Department) does not anticipate additional operating costs or revenue. The proposed Operating Agreement was designed specifically to have a no net County cost impact where the management fee is virtually identical to the existing agreement. As such, the Department has sufficient appropriation in its Operating Budget to accommodate the fee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to enter into leases for concessions and services that are consistent with public park and recreation purposes.

The initial term of this Operating Agreement with the Guild is for ten years and includes a provision whereby the Director of the Department of Parks and Recreation (Director) may extend the Operating Agreement by a onetime five-year option period for a maximum contract term of 15 years. Under this Operating Agreement, the Guild will have full responsibility for the daily operation and maintenance of the Gardens. The Guild will continue to operate the Gardens in accordance with County policies, rules, and regulations.

The Operating 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 2.200; 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 170.04.185 through 17.04.650; compliance with the County's policy on restricting its purchase and use of Expanded Polystyrene containers; participation in the County's Artificial Trans Fat Reduction

Program; and the standard Board-directed clauses that provide for contract termination or renegotiation.

In order to ensure the continued viability of the Gardens, however, the Department recommends, with the concurrence of the CEO risk management, the following deviation from the County's standard terms and conditions:

• Indemnification: The County and the Guild will mutually indemnify each other. The mutual indemnification will avoid cost prohibitive insurance premiums and will facilitate the Guild's ability to continue the further growth and development of the Gardens. Therefore, it is recommended that the County accept mutual indemnification so as to continue the productive partnership and growth of the Gardens.

County Counsel has approved the Operating Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Operating Agreement is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15301 of the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the project consists of operation of an existing facility.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the proposed new Operating Agreement will ensure ongoing financial and operational commitment from the County and the Guild to benefit the Gardens and its patrons.

CONCLUSION

It is requested that three adopted copies of the action taken by the Board be forwarded to the Department of Parks and Recreation.

Should you have any questions, please contact Carla Malekian at (626) 821-4604 or cmalekian@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parks.lacounty.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:RAM
KEH:CM:rc

Enclosures

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

OPERATING AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

AND

DESCANSO GARDENS GUILD, INC.

FOR

OPERATION AND MAINTENANCE

OF

DESCANSO GARDENS

TABLE OF CONTENTS

Section	Title	Page
1.0	APPLICABLE DOCUMENTS	6
2.0	DEFINITIONS	7
3.0	USE GRANTED	9
4.0	TERM OF AGREEMENT	13
5.0	MANAGEMENT FEE	14
6.0	PREMISES	15
7.0	RIGHT TO TERMINATE AT END OF FISCAL YEAR	16
8.0	BOOKS, RECORDS, ACCOUNTS AND REPORTS	17
9.0	CAPITAL IMPROVEMENTS	17
10.0	MATERIAL ASSETS	20
11.0	MAINTENANCE	21
12.0	GUILD EMPLOYEES	23
13.0	STANDARD TERMS AND CONDITIONS	24
13.1	AMENDMENTS	24
13.2	FILMING	24
13.3	SUBLICENSES AND SUBCONTRACTORS	24
13.4	ASSIGNMENT AND DELEGATION	26
13.5	AUTHORIZATION WARRANTY	27
13.6	COMPLAINTS	28
13.7	COMPLIANCE WITH APPLICABLE LAW AND INDEMNIFICATION	28
13.8	COMPLIANCE WITH CIVIL RIGHTS LAWS	29
13.9	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	30
13.9.1	Jury Service Program:	30
13.9.2	Written Employee Jury Service Policy	30
13.10	CONFLICT OF INTEREST	32
13.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	33
13.11.1	Responsible Contractor	33
13.11.2	Chapter 2.202 of the County Code	33
13.11.3	Contractor Hearing Board	34
13.11.4	Contractors of Guild	36
13.12	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	36
13.13	GUILD'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	37

13.14 GUILDS WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 37
13.15 COUNTY'S QUALITY ASSURANCE PLAN 38
13.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS 39
13.17 EMPLOYMENT ELIGIBILITY VERIFICATION 39
13.18 FACSIMILE REPRESENTATIONS 40
13.19 FAIR LABOR STANDARDS 40
13.20 FORCE MAJEURE; TIME EXTENSIONS 41
13.21 501 (c)(3) ORGANIZATION 42
13.22 GOVERNING LAW, JURISDICTION, AND VENUE 42
13.23 INDEPENDENT STATUS 42
13.24 INDEMNIFICATION 43
13.25 GENERAL INSURANCE REQUIREMENTS 44
13.25.1 Evidence of Coverage and Notice to County 44
13.25.2 Additional Insured Status and Scope of Coverage 46
13.25.3 Cancellation of or Changes in Insurance 47
13.25.4 Failure to Maintain Insurance 47
13.25.5 Insurer Financial Ratings 47
13.25.6 Guild's Insurance Shall Be Primary 48
13.25.7 Waivers of Subrogation 48
13.25.8 Sub-Contractor Insurance Coverage Requirements 48
13.25.9 Deductibles and Self-Insured Retentions (SIRs) 49
13.25.10 Claims Made Coverage 49
13.25.11 Application of Excess Liability Coverage 49
13.25.12 Separation of Insureds 49
13.25.13 Alternative Risk Financing Programs 50
13.25.14 County Review and Approval of Insurance 50
13.26 INSURANCE COVERAGE 50
13.27 INSURANCE DURING CAPITAL IMPROVEMENTS 52
13.28 LIQUIDATED DAMAGES 56
13.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION 58
13.30 NON EXCLUSIVITY 60
13.31 NOTICE OF DELAYS 60
13.32 NOTICE OF DISPUTES 60
13.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 61
13.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 61
13.35 NOTICES 61
13.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION 62
13.37 PUBLIC RECORDS ACT 62
13.38 PUBLICITY 63
13.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 64
13.40 RECYCLED BOND PAPER 66

13.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 66
13.42 TERMINATION FOR CONVENIENCE; SUSPENSION 66
13.43 CANCELLATION 68
13.44 TERMINATION FOR INSOLVENCY 69
13.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE 70
13.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS 70
13.47 VALIDITY 71
13.48 WAIVER 71
13.49 WARRANTY AGAINST CONTINGENT FEES 72
13.50 OWNERSHIP OF MATERIALS, INFORMATION AND COPYRIGHT 72
13.51 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION 74
13.52 GUILD'S CHARITABLE ACTIVITIES COMPLIANCE 75
13.53 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM 76
13.54 SURRENDER OF PREMISES 77
13.55 TAXES AND ASSESSMENTS 78
13.56 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM 78
13.57 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE 78
13.58 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS 79
13.59 TUBERCULOSIS 79
13.60 ARTIFICIAL TRANS FAT REDUCTION PROGRAM 80
13.61 CONTRACT ALERT REPORTING DATABASE 82

SIGNATURES 83

OPERATING AGREEMENT
COUNTY OF LOS ANGELES AND
DECANSO GARDENS GUILD, INC.
FOR THE OPERATION AND MAINTENANCE OF
DESCANSO GARDENS

This Agreement and Exhibits made and entered into this ___ day of _____, 2014 by and between the County of Los Angeles, hereinafter referred to as COUNTY and Descanso Gardens Guild Inc., a California non-profit corporation, hereinafter referred to as GUILD, with reference to the following facts:

RECITALS

WHEREAS, the County owns an arboretum and botanic garden and related facilities maintained for the use, education, and enjoyment of the public and known as Descanso Gardens located in the City of La Canada Flintridge; and

WHEREAS, Guild has for many years raised and contributed its own private funds for the Descanso Gardens' operation and for construction of improvements to benefit the Descanso Gardens and its public programs; and

WHEREAS, since 1993, pursuant to a joint operating agreement between them, the County and Guild have co-funded and co-governed the Descanso Gardens; and

WHEREAS, Section 5400 et seq. of the California Public Resources Code mandates the preservation of public park lands and facilities, including facilities such as Descanso Gardens; and

WHEREAS, County and Guild desire to assure continued operation of the Descanso Gardens as an arboretum and botanic garden consistent with the highest standards for public use, education and enjoyment for the public benefit in accordance with such standards; and

WHEREAS, applicable laws permit the County to enter into an operating agreement with a non-profit entity for the provision of said services; and

WHEREAS, Guild is a California non-profit entity and desires to continue managing, operating and maintaining the Descanso Gardens for the public benefit in accordance with such standards; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1.1 **Exhibits A, A1, B, C, D, E, F, G, H, I, J, K, and L** are attached to 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 according to the Exhibits in descending alphabetical order:

1.1.1 Exhibit A – Descanso Gardens Demised Premises
Exhibit A1– Descanso Gardens Hall Beckley Canyon

1.1.2 Exhibit B – Descanso Gardens Days and Hours of Operation

1.1.3 Exhibit C – Descanso Gardens Admission Fees

1.1.4 Exhibit D – Descanso Gardens Guild, Inc., Equal Employment Opportunity Employment Certification

1.1.5 Exhibit E – Jury Service Ordinance

1.1.6 Exhibit F – County's Defaulted Property Tax Reduction Program

1.1.7 Exhibit G – IRS Form 1015

1.1.8 Exhibit H – Safely Surrender Baby Law

1.1.9 Exhibit I – Notices: County of Los Angeles and Descanso Gardens Guild, Inc.

1.1.10 Exhibit J – Charitable Contribution Certification

1.1.11 Exhibit K – Artificial Trans Fat Reduction Program

1.1.12 Exhibit L – County's Smoking Ban Ordinance

1.2 This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. This is a fully integrated instrument. No change to this Agreement shall be valid unless prepared pursuant to **Section 13.1 - Amendments,** and signed by the duly authorized representatives of both parties, and all required legislative approvals by the County Board of Supervisors have been provided.

2.0 DEFINITIONS

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

2.1 Agreement or Operating Agreement: This Agreement executed between County and Guild.

2.2 Guild: Descanso Gardens Guild, Inc.

2.3 Chief Executive Officer, Descanso Gardens: The individual designated by Guild to administer the Operating Agreement in the operation of the Gardens. The Chief Executive Officer will communicate directly to the Director of the Department of Parks and Recreation, County of Los Angeles on all matters related to this Agreement, or in the alternative, a designee may be appointed by

the Director to act on his behalf so as to provide line authority to Guild.

2.4 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, or his authorized representative(s).

2.5 **Day(s):** Calendar day(s) unless otherwise specified.

2.6 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.7 **Agreement Year**: For purposes of this Agreement, the term Agreement Year shall mean each twelve (12) month period of time commencing on the first day of the month following Board of Supervisors' approval of this Agreement, and continuing throughout the term of the Agreement and any renewal or extension thereof.

2.8 **Calendar Year:** The twelve (12) month period beginning January 1st and ending December 31st.

2.9 **Gardens:** Descanso Gardens

2.10 **Infrastructure:** The underlying facilities that are referred to collectively, including, without limitation, roads, bridges, major systems, the Hall Beckley Canyon water supply, septic systems, and similar public work mechanisms that are required for the operation of the facility.

2.11 **Trade Fixtures:** Those things affixed to the premises whose removal can be affected without injury to the premises, unless the things have, by the manner in which they are affixed, become an integral part of the Gardens premises.

2.12 **Improvements:** Those things affixed to the land when attached by roots, or imbedded in it, or permanently resting upon it, or permanently attached, as by means of cement, plaster, nails, bolts, or screws.

2.13 Capital Improvement: Any project(s) which has an anticipated value to the Gardens of $50,000 or more and requires a permit(s).

2.14 Subcontractor: Any Contractor who enters into a subcontract with Guild to perform or execute the work maintaining or improving the property.

2.15 Significant Public Events: a scheduled public event occurring at Descanso Gardens that has the potential of increasing the average normal daily attendance by 100%.

3.0 USE GRANTED

3.1 Pursuant to the provisions of this Agreement, Guild shall manage, operate and maintain the Gardens' premises, as shown in **Exhibit A**, (to include the total 150 acres) attached hereto and incorporated herein thereafter, for the use, education and enjoyment of the general public and for activities consistent with such public use, education and enjoyment. Guild shall manage, operate and maintain all grounds, buildings, facilities, concessions, habitat and any and all improvements as shown on **Exhibit A** or described herein in accordance with the terms of this Agreement and all applicable County ordinances, rules and regulations and state and federal laws. Guild has indicated to Director that, within the term of this Agreement, it desires to assume management responsibility for the entire Descanso Gardens property, including the current buffer. Prior to doing so, Guild shall prepare an overall management plan to address vegetation management, circulation and new improvements to the current buffer area. Such plan shall be subject to written approval by the Director prior to Guild's assumption of such responsibilities, and may require updating from time to time. Until such time as responsibility for management of the current buffer area is approved for Guild to undertake, County affirms that Guild has no

responsibility for the buffer area's management, security, public safety issues, nor any liability for anything that might occur on the buffer area property.

3.2 Guild expressly agrees at all times during the term of the Agreement, and at its own cost, except for the management fee contributed by County and defined in Paragraph 5.0, below, to maintain and manage the Gardens and related facilities as specifically authorized by the Director and this Agreement, in compliance with applicable laws, general rules or regulations relating to its operation, sanitation or public health, safety, taxes and licenses; and Guild shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto. However, in the event of a catastrophic damage to or failure of the Infrastructure of the Gardens, the Department shall seek funds from the County's Board of Supervisors, to assist in completing the needed repairs or replacement, provided that funds are available.

3.3 Service to the public is of prime concern to County and is a part of the consideration for this Agreement. Therefore, Guild agrees to manage the services and facilities of the Gardens in conjunction with the County in a first-class manner, comparable to other first-class businesses of a similar nature providing facilities for public use, education and enjoyment and Guild shall furnish and dispense goods and services of the best quality, shall maintain fair and reasonable prices for all such goods and services and shall maintain high standards of service at least equal to that of other arboreta and botanic gardens open to the public in California. Guild, following receipt of written notification from Director, shall immediately withdraw or remove from sale any goods or cease to provide services which may be found objectionable to the Director

based on findings that the provision of such goods or services is harmful to the public welfare.

3.4 Guild shall ensure throughout the term of this Agreement that the Gardens and its facilities are open and available for public use, education and enjoyment on such days and during the hours specified on **Exhibit B**, attached hereto and incorporated herein by reference. Guild shall not reduce the days or hours the Gardens or Gardens' facilities are open or available to the public, as specified in **Exhibit B,** without the prior written approval of the Director, to the extent possible, except in emergency cases of such disasters such as fire, earthquakes, windstorms, extended power outages, and the like, Guild shall have the authority to close the Gardens to staff and the public in the interest of maintaining public health and safety. For the purposes of maintenance and occasional revenue-producing activities such as special rental events and on-location filming, Guild may close certain areas and/or facilities of the Gardens to public use for short periods of time and with appropriate public advisement and information. The closure to public use of any significant portion of the Gardens or its facilities that extends for a period longer than fourteen (14) days will require the prior written approval of the Director.

3.5 Guild shall have the right to schedule and conduct events at the Gardens subject to approval from the Chief Executive Officer of Guild.

3.6 The Chief Executive Officer of Guild will approve a schedule of Significant Public Events and provide the Director with a monthly schedule of upcoming events. Prices for these Significant Public Events shall be fair and reasonable based upon the following considerations: (1) that the Gardens are intended to serve the

needs of the public for the goods and/or services supplied at a fair and reasonable cost; (2) that there is comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and (3) that there is reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Guild that prices being charged are not fair and reasonable, Guild shall have the right to confer with the Director and justify said prices. The parties shall endeavor in good faith to reach agreement on those prices. In the event of a disagreement concerning those prices, and after conferring with the Guild, the Director's decision with regard to prices shall be final and binding on the Guild. Admission fees charges shall be in accordance with the rates and rate schedule set forth in **Exhibit C.**

3.7 Director and Guild acknowledge the existence of a caretaker facility on the Garden's demised premises, and occupied by a current County employee. The caretaker facility is located at 1418 Descanso Drive (an approximately 1,420 square foot dwelling). Director and Guild agree, that such caretaker facility may be utilized by the current caretaker who is a County employee, during the term of this Agreement, so long as the named employee continues to serve as a County employee and abides by the reasonable rules of occupancy as determined by County. However, the tenancy of the current caretaker shall cease upon separation from County service. In the event current caretaker does not vacate the caretaker facility upon termination of his employment with the County, County and Guild shall mutually assist with the undertaking of all reasonable and lawful measures to cause current caretaker to vacate the demised premises, including but not limited to, an action for

unlawful detainer. In the event the caretaker cottage is vacated for any reason, Guild may not rent or allow such facility to be occupied by any person or entity, either on a temporary or permanent basis.

3.8 Once the caretaker facility is vacated for any reason, Guild may utilize the caretaker facility, located at 1418 Descanso Drive, for public serving, administrative programming purposes, and/or to support the mission of Guild only, and not for tenancy purposes. County shall not utilize the caretaker facility once it is vacated for any reason.

3.9 Director hereby assigns to Guild the monthly rent from the caretaker facility, with the existing resident tenant, and Guild shall collect and retain all rental revenues for the sole use of the operation and maintenance of the Gardens, pursuant to this Agreement.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be for ten (10) years commencing the first day of the first month, following approval by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The Director and Guild shall have the mutual option to extend this Agreement term for one (1) additional five-year option, for a maximum total Agreement term of fifteen (15) years. Such option and extension shall be exercised by written agreement, at least 30 days prior to the expiration of the term.

4.3 Should Guild continue to perform hereunder after the expiration of the term of this Agreement with the express or implied consent of the Director, for a maximum of 12 months, subject otherwise to all the terms and conditions of this Agreement. At the expiration or termination of this Agreement, as herein provided, Guild shall within

thirty (30) days thereafter remove from the premises or otherwise dispose of in a manner satisfactory to Director, all personal property of Guild located on the premises. Should Guild fail to remove or dispose of such personal property as herein provided, Director may at its election consider such property abandoned and may, at the expiration or termination of this Agreement, dispose of it at Guild's expense. Guild shall quit and surrender the premises as provided in this paragraph including all improvements, in a good state of repair subject to normal wear and tear. Guild shall have the right (but not the obligation) to remove Trade Fixtures at Guild's sole expense. Improvements shall be left intact, unless County agrees in writing, to allow for the removal of any said Improvement at Guild's sole expense.

4.4 Both parties shall make best efforts to notify each other when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Guild shall send written notification to Director at the address herein provided in **Section 13.35 - Notices**.

5.0 MANAGEMENT FEE

5.1 As consideration for Guild's performance of the management, operation and maintenance of the Gardens, County shall pay to Guild an all-inclusive Management Fee of Two Hundred Seventy Thousand Dollars ($270,000.00) per year. Such Management Fee shall be paid within ten (10) days from the commencement of each fiscal year and each fiscal year thereafter, with first payment issued on July 1, 2015. The Management Fee due to the Guild for Fiscal Year 2014-15 has been forwarded to, accepted by, the Guild.

5.2 Except as otherwise expressly provided in this Agreement, Guild shall have no claim against County for payment of any money or

reimbursement, of any kind whatsoever, for any service provided by Guild after the expiration or other termination of this Agreement. Should Guild receive any such payment, it shall immediately notify Director and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Guild. This provision shall survive the expiration or other termination of this Agreement. In the event of Guild continuing performance as described in Paragraph 4.3 above, Guild shall receive payment in a lump sum on a pro-rated basis for said time.

5.3 All revenues derived from Guild's operations relating to the Gardens, shall be used for the benefit of the Gardens.

5.4 Guild shall have the sole responsibility for the payment of all utilities at the Gardens, including without limitation, electricity and water. In addition, all communication service payments (i.e. telephone, internet, Wi-Fi) shall be the sole responsibility of Guild.

6.0 PREMISES

6.1 Director shall have the right to ingress and egress at all times to inspect the premises as deemed necessary by Director, and in order to perform any and all work of any nature necessary to assure the preservation, maintenance, and operation of the Gardens. Guild shall be given a minimum of 48 hours notice when such work may become necessary, and the time of such work to commence, except in the cases of disaster as described in Paragraph 3.4 hereinabove.

6.2 Guild hereby acknowledges the title of County in and to the entire Gardens premises described in this Agreement, including any real property and improvements existing or added and erected thereon,

and hereby covenants and agrees never to assail, contest, or resist said title.

6.3 Guild agrees to accept the Garden premises in its existing condition "as is" and agrees that the Director shall not be obligated to make any alterations, additions, repairs or improvements thereto. However, nothing herein contained shall preclude Director from making alterations, additions, repairs or improvements at its own expense. The Director recognizes an obligation to assist Guild in addressing long term repairs and replacement to the Infrastructure of the Garden. The Director will work closely with Guild to provide financial support for Infrastructure repairs and replacement based on the availability of funds with special consideration to be given if the condition of said improvements may adversely affect or jeopardize the health and safety of the visiting public.

6.4 In the event that the premises or any portion thereof is taken by proceedings in eminent domain, County shall receive the entire award for such taking; provided that Guild shall be entitled to seek leave to intervene in any such proceedings.

6.5 This Agreement shall not, nor shall any interest hereunder, be assigned, mortgaged, hypothecated, encumbered or transferred by Guild.

7.0 RIGHT TO TERMINATE AT END OF FISCAL YEAR

Director reserves the unqualified right to terminate this Agreement at the end of any Fiscal Year of the term specified in Section 4, Term of Agreement, by providing Guild with a minimum of six (6) months written notice before the end of the fiscal year of its election to so terminate.

8.0 BOOKS, RECORDS, ACCOUNTS AND REPORTS

8.1 Guild shall maintain books, records and accounts hereunder as good business judgment dictates and in accordance with generally accepted accounting principles and practices (GAAP) as promulgated and updated from time to time by the Financial and Accounting Standards Board. Such books, records and accounts, including all tax return records and other required reports or returns to state or federal regulatory authorities shall be available to the County Auditor-Controller or their designee for inspection at any time.

8.2 Guild shall submit to the Director and County's Auditor-Controller, within a reasonable period of time, not to exceed one hundred twenty (120) days from the end of each Fiscal Year as defined hereinabove, of this Agreement, an Annual Financial Report for the preceding fiscal year, to be compiled or verified by an independent, licensed accountant in such form as County's Auditor-Controller shall prescribe.

8.3 Guild shall submit to the Director and Auditor-Controller, at the same time as its Annual Financial Report, an Annual Report pertaining to the management and operation of the Gardens pursuant to this Agreement for the preceding fiscal year.

8.4 Guild agrees to submit to Director from time to time such other reports as Director may reasonably request subject to reasonable prior notice.

9.0 CAPITAL IMPROVEMENTS

9.1 Any proposed Capital Improvement, as defined in Section 2.12 of this Agreement, to be undertaken by Guild, including but not limited to construction of utilities, landscape planting, replanting or removal, irrigation, site improvements such as paths, walkways,

benches, lighting, interpretive exhibits and panels, demolition, relocation or replication of existing buildings, and construction of new buildings, shall be submitted to and have the prior written approval of the Director. Notice of a proposed Capital Improvement shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, cost estimate, time frame and proposed funding for the Capital Improvement. The Director shall make a good faith effort attempt to provide written approval, or estimated time required to provide such approval to Guild within 30 days of receipt of all necessary documents.

9.2 Unless otherwise approved by the Director in writing, all funds for the costs of any Capital Improvement, inclusive of costs of performance and payment bonds and the costs of any permits, shall be solely the responsibility of Guild. The Director agrees to consult with Guild, as requested, with regard to the feasibility of public-assisted financing methods in connection with proposed Capital Improvements.

9.3 Guild shall ensure that all Capital 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 Planning and Development Agency of the County's Department of Parks and Recreation (PDA) and, when necessary, have had prior experience working with historic site and structure duplication or other appropriate experience. In addition, Guild shall be required to utilize the services of an experienced construction management consultant in connection with any Capital Improvement unless otherwise agreed to in writing by the Director. Guild shall obtain the written approval of the PDA of the schematic design, design development,

construction drawings, bid documents, and cost estimates of any such Capital Improvement to be constructed at the Gardens unless otherwise agreed to in writing by the Director.

9.4 Copies of all contracts for Capital Improvements between Guild and Guild's architects, engineers, and contractors shall be furnished to and consented to in writing by the Director.

9.5 To the extent required by applicable law, Guild shall coordinate environmental impact issues with the PDA in compliance with the California Environmental Quality Act (CEQA) and shall receive written approvals and authorizations from PDA. Guild shall, however, maintain full responsibility for implementing all CEQA and related requirements.

9.6 Guild and/or its construction manager shall maintain responsibility for conducting regularly scheduled site inspections and job meetings with respect to all Capital Improvements. Documentation of these meetings shall be maintained by Guild and be available for review by Department staff.

9.7 In connection with any Capital Improvement, Guild shall, at its own cost (or that of the Contractor), obtain or require its contractor to obtain a performance bond from an admitted California surety, in good standing, in an amount equal to one hundred percent of the construction cost of the improvement, unless the Director otherwise agrees in writing. Said performance bond and surety must be satisfactory to the Director and shall name the County of Los Angeles and Guild as obligees.

9.8 In connection with any Capital Improvement, Guild shall, at its own cost, obtain or require its contractors to obtain at their cost a payment bond from an admitted California surety, in good standing, equal to 100% of the construction cost of the project, unless the

Director otherwise agrees in writing. Said payment bond and surety must be satisfactory to the Director and shall name the County and Guild as obligees.

9.9 In connection with any improvements, including Capital Improvements, Guild shall comply with, and shall require all of its contractors to comply with, all applicable laws, including the Building Code and the Labor Code of the State of California.

9.10 Director reserves the right to impose additional obligations on Guild with respect to particular Capital Improvement projects and such additional requirements shall be set forth in a separate writing signed by Guild and the Director on behalf of the County.

9.11 In the event of damage or destruction to the Gardens or improvements to the Gardens that, in the Director's opinion, endangers the safety or welfare of the public or the employees or other representatives of the Gardens, the Director shall relieve the Guild of any obligation created under this paragraph 9 that may materially delay the repair or replacement of the damage to the Gardens or its improvements.

10.0 MATERIAL ASSETS

10.1 An inventory of all material assets of Guild with a cost value of $100 or more acquired or utilized for purposes of this Agreement shall be maintained by Guild in accordance with standard business and accounting practices, and shall be available to Director, along with other books, records, and accounts as herein provided. A current inventory of all such property shall be provided to Director as part of the Annual Report under **Section 8 - Books, Records, Accounts and Reports**, of this Agreement.

11.0 MAINTENANCE

11.1 Guild shall be responsible for the maintenance and housekeeping of the Gardens.

11.2 The term maintenance, for purposes of this Agreement, is defined as all repair and preservation work necessary to maintain Gardens grounds and facilities in a good state of repair, as well as to preserve them for their intended public use, purposes and optimum useful life. Such maintenance shall include structural and landscape maintenance. Guild shall be responsible for replacing, maintaining, and bringing into compliance with applicable laws, rules, or regulations all Gardens facilities and utilities during the term of this Agreement, including but not limited to the water supply, irrigation systems, electrical service and sewage disposal facilities. Should Guild fail, neglect, or refuse to do so, the Director shall have the right to perform such maintenance or repairs for Guild and Guild shall promptly reimburse the County for the cost thereof. However, the Director shall first give Guild thirty (30) days written notice of its intention to perform such maintenance or repairs for Guild for the purpose of enabling Guild to modify its maintenance budget and activities, if necessary, and to proceed with such maintenance or repairs at Guild's own expense. The Director shall not be obligated to make any repairs to or maintain any improvements on Gardens premises.

11.3 Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat and orderly, and includes, but is not limited to, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing, hosing, and other general cleaning of interior and exterior floors, walls, ceilings,

doors, windows, facility fixtures, and all grounds, ponds, streams, walkways, patio and garden areas.

11.4 Guild agrees to maintain all areas and facilities of the Gardens in good order and repair at Guild's own expense during the entire term of this Agreement; provided, however, that Guild's maintenance obligation with respect to the historic ground-water sources in Hall-Beckley Canyon and the water pipes extending from them to the Gardens shall be limited to an expenditure of not more than Ten Thousand Dollars ($10,000) each Agreement Year and any additional required maintenance each Agreement Year shall be the obligation of the Director.

11.5 Guild agrees at all times during the term of this Agreement, at Guild's own cost and expense, to keep and operate all Gardens facilities and grounds in a clean, safe and sanitary condition free of uncontained trash or garbage and unnecessary obstructions of any kind and in compliance with any and all applicable present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement in force, relating to sanitation or public health, safety or welfare; and Guild shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies or departments or officers thereof. This Agreement is expressly subject to regulations and policies of County's Board of Supervisors relating to the operation of County arboreta and botanic gardens.

11.6 No goods, merchandise or material shall be kept, stored or sold in or on the Gardens premises which are in any way explosive or hazardous except for as provided below hereinafter; and no offensive or dangerous trade, business or occupation shall be

conducted in or upon the Gardens facilities or grounds. However, nothing in this paragraph shall preclude Guild from bringing, keeping or using on or about the Gardens premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on the operation and maintenance of the Gardens or from carrying on Guild business in all respects as is generally usual for the management, operation and maintenance of the Gardens. Gasoline, oils and all other hazardous and toxic substances shall be stored, handled and dispensed as required by present or future regulations and laws.

11.7 No offensive matter, or 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 premises, and Guild shall prevent any accumulation thereof from occurring. Guild shall provide that all refuse is collected as often as necessary during its operations and shall remove all refuse following each event, and shall pay all charges which may be made for the removal thereof. Guild shall furnish all equipment and materials necessary, including to maintain the premises in a sanitary and attractive condition.

12.0 GUILD EMPLOYEES

With the exception of one existing County employee upon reassignment, termination, or separation from County service, shall not be replaced by County, all employees utilized by Guild in the management, operation and maintenance of the Gardens pursuant to this Agreement shall be employees of Guild and not of the County. Guild shall select the number, function, qualifications, compensation and all other terms and conditions relating to such employees.

13.0 STANDARD TERMS AND CONDITIONS

13.1 AMENDMENTS

13.1.1 For any change which affects the scope of work, term, Management Fee, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by Guild and by Director, upon Board of Supervisors approval.

13.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The Director reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Guild and Director, upon Board of Supervisors approval.

13.2 FILMING

In the event that any filming is proposed to be conducted on the Premises, Guild will require permitees to obtain required filming permits through Film LA Inc., or its successor agency, and to comply with County policies and procedures related to commercial filming. Guild shall retain all payments received from filming activities and use those payments for the benefit of the Gardens; consistent with the terms of this Agreement.

13.3 SUBLICENSES AND SUBCONTRACTORS

13.3.1 Guild may enter into cooperative agreements with groups or organizations that provide services to the Garden and are in

compliance with all the rules and regulations of this Agreement and with the goals and mission of the Gardens. Such agreements thereto are subject to the prior written approval of the Director and shall not exceed a period of five (5) years.

13.3.2 Guild may subcontract the performance of its obligations under this Agreement provided that Guild shall not subcontract the performances of all or any portion of this Agreement (except food services) involving an expenditure of more than $100,000 and/or a contract term in excess of one year, including renewals or extensions, without the prior written consent of the Director.

13.3.3 Except as provided for in **Section 13.1.2 - Amendments**, the requirements of this Agreement may not be subcontracted by Guild without the prior written approval of the County. Any attempt by Guild to subcontract without the prior consent of the Director may be deemed a material breach of this Agreement.

13.3.4 If Guild desires to subcontract, Guild shall provide the following information promptly at the Director's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the Director.

13.3.5 Guild shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Guild's employees.

13.3.6 Guild shall remain fully responsible for all performances required of it under this Agreement, including those that Guild has determined to subcontract, notwithstanding the Director's approval of Guild's proposed subcontract.

13.3.7 The Director's consent to subcontracts shall not waive the Director's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Guild is responsible to notify its subcontractors of this County right.

13.3.8 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract. After approval of the subcontract by the Director, Guild shall forward a fully executed subcontract to the Director for their files.

13.3.9 Guild shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Director's consent to subcontract.

13.3.10 Guild shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Guild shall ensure delivery of all such documents to: County of Los Angeles Department of Parks and Recreation, Attention: Contracts, 301 North Baldwin Avenue, Arcadia, CA 91007, before any subcontractor employee may perform any work hereunder.

13.4 ASSIGNMENT AND DELEGATION

13.4.1 Guild shall not assign its rights or delegate its duties under

this Agreement, or both, whether in whole or in part, without the prior written consent of Director, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, Director consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at Director's sole discretion, against the claims, which Guild may have against the County.

13.4.2 Any assumption, assignment, delegation, or takeover of any of Guild's duties, responsibilities, obligations, or performance of same by any entity other than Guild, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Director's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, Director shall be entitled to pursue the same remedies against Guild as it could pursue in the event of default by Guild.

13.5 AUTHORIZATION WARRANTY

Each of the parties represents and warrants to the other that the person executing this Agreement on its behalf is its authorized agent who has actual authority to bind it to each and every term, condition, and obligation of this Agreement and that the person signing this Agreement is acting with actual authority to enter into this Agreement. Each of the parties further represents and warrants to

the other that it has obtained all necessary corporate and/or legislative approval and has all required authority to enter into this Agreement.

13.6 COMPLAINTS

Guild shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

13.6.1 Within 30 business days after Agreement effective date, Guild shall provide the Director with Guild's policy for receiving, investigating and responding to user complaints (Complaint Policy).

13.6.2 The Director will review the Complaint Policy and provide and provide Guild with approval of said plan or with requested changes.

13.6.3 If the Director requests changes in the Complaint Policy, Guild shall make such changes and resubmit the plan within five (5) business days for Director approval.

13.6.4 If, at any time, Guild wishes to change the Complaint Policy, Guild shall submit proposed changes to the Director for approval before implementation.

13.7 COMPLIANCE WITH APPLICABLE LAW AND INDEMNIFICATION

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

13.7.2 Guild shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Guild, its officers, employees, agents, contractors or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Guild's indemnification obligations under this Paragraph 13.7 shall be conducted by Guild and performed by counsel selected by Guild and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Guild fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Guild for all such costs and expenses incurred by County in doing so. Guild shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

13.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

Guild hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through

2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Guild shall comply with **Exhibit D**.

13.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

13.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Guild Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as **Exhibit E** and incorporated by reference into and made a part of this Agreement.

13.9.2 Written Employee Jury Service Policy.

a. Unless Guild has demonstrated to the Director's satisfaction either that Guild is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Guild qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Guild shall have and adhere to a written policy that provides that its Employees shall receive from Guild, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Guild or that Guild deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has an Agreement with the County or an Agreement with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Guild uses any Contractor to perform services for the County under the Agreement, Guild shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such Agreement and a copy of the Jury Service Program shall be attached to the agreement.

c. If Guild is not required to comply with the Jury Service Program when the Agreement commences, Guild shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Guild shall immediately notify the Director if Guild at any time either comes within

the Jury Service Program's definition of "Contractor" or if Guild no longer qualifies for an exception to the Jury Service Program. In either event, Guild shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of this Agreement and, at its sole discretion, that Guild demonstrate to the County's satisfaction, that Guild either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Guild continues to qualify for an exception to the Program.

d. Guild's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Guild from the award of future County contracts for a period of time consistent with the seriousness of the breach.

13.10 CONFLICT OF INTEREST

13.10.1 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 Guild or have any other direct or indirect financial interest in this Agreement. No officer or employee of Guild 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.

13.10.2 Guild 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. Guild warrants that it is not now aware of any facts that create a conflict of interest. If Guild 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 Director. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

13.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

13.11.1 Responsible Contractor

For the purposes of this Agreement a responsible Contractor is a Contractor 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 Contractors. This applies to Guild and any other Contractors doing business in the Gardens.

13.11.2 Chapter 2.202 of the County Code

Guild is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Guild on this or other contracts which indicates that Guild is not

responsible, the County may, in addition to other remedies provided in the Agreement, debar Guild from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Guild may have with the County.

13.11.3 Contractor Hearing Board

a. If there is evidence that Guild may be subject to debarment, the Department will notify Guild in writing of the evidence which is the basis for the proposed debarment and will advise Guild of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Guild and/or Guild'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 Guild should be debarred, and, if so, the appropriate length of time of the debarment. Guild and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c. 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.

d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor 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.

e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting

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

f. 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.

13.11.4 Contractors of Guild

These terms shall also apply to Contractor and subcontractors of Guild.

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

Guild acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the

economic burden otherwise imposed upon County and its taxpayers.

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

13.13 GUILD'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Guild acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Guild understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Guild's place of business. Guild will also encourage its Contractors and subcontractors, if any, to post this poster in a prominent position in Guild's or subcontractor's place of business. The County's Department of Children and Family Services will supply Guild with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

13.14 GUILDS WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

13.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Guild's duty under this Agreement to comply with all applicable provisions of law, Guild warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

13.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent may evaluate Guild's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Guild's compliance with all Agreement terms and conditions and performance standards. Guild deficiencies which the Director 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 Director and Guild. If improvement does not occur consistent with the corrective action measures, the Director may terminate this Agreement or impose other penalties as specified in this Agreement.

13.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

13.16.1 Guild shall repair, or cause to be repaired, at its own cost, or that of its insurers, any and all damage to County facilities, buildings, or grounds caused by Guild or employees or agents of Guild. Such repairs shall be completed within thirty (30) days, after Guild has become aware of such damage, unless, prior written approval from the Director for additional time to complete a repair.

13.16.2 If Guild fails to make timely repairs, Director may make any necessary repairs. All costs incurred by County, as determined by Director, for such repairs shall be repaid by Guild by cash payment upon demand.

13.17 EMPLOYMENT ELIGIBILITY VERIFICATION

13.17.1 Guild warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Guild shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Guild shall retain all such documentation for all covered employees for the period prescribed by law.

13.17.2 Guild shall indemnify, defend, and hold harmless the

County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Guild or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

13.18 FACSIMILE REPRESENTATIONS

The Director and Guild hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to **Section 13.1 - Amendments,** and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

13.19 FAIR LABOR STANDARDS

Guild 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 Guild’s employees for which the County may be found jointly or solely liable.

13.20 FORCE MAJEURE; TIME EXTENSIONS

13.20.1 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 contractor), 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 Section as force majeure events).

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

13.20.3 In the event Guild's failure to perform arises out of a force majeure event, Guild 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.

13.21 501 (c)(3) ORGANIZATION

Guild hereby covenants that Guild will take all actions required to maintain and Guild will refrain from any actions that would threaten Guild's status as a 501 (c)(3). Failure to maintain status as a 501 (c)(3) may be considered a material breach of this Agreement, and thus subject to cancellation, as set forth in **Section 13.43 – Cancellation,** of this Agreement.

13.22 GOVERNING LAW, JURISDICTION, AND VENUE

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

13.23 INDEPENDENT STATUS

13.23.1 This Agreement is by and between the County and Guild and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Guild. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

benefits, or taxes for any personnel provided by or on behalf of Guild.

13.23.3 Guild understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Guild and not employees of the County with the exception of existing County employees that were hired and assigned to the Garden prior to this agreement. Guild shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Guild pursuant to this Agreement.

13.24 INDEMNIFICATION

1. Guild shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnities") 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 Guild's negligence, errors and/or omissions relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.
2. The County shall indemnify, defend, and hold harmless Guild, its trustees, its agents, officers and employees, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable outside attorney fees) arising from or connected with County's sole negligence, errors and/or omissions relating to this

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

13.25 GENERAL INSURANCE REQUIREMENTS

Without limiting Guild's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Guild shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in **Sections 13.24 – Indemnification,** and **13.26 – Insurance Coverage,** 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 Guild pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Guild for liabilities which may arise from or relate to this Agreement.

13.25.1 Evidence of Coverage and Notice to County

a. 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 Guild's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

b. Renewal Certificates shall be provided to Director not less than 10 days prior to Guild's policy expiration dates. The Director reserves the right to obtain complete, certified copies of any required Guild and/or Sub-Contractor insurance policies at any time.

c. 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 Guild 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 fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

d. 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 Guild, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

f. Guild also shall promptly report to Director any significant injury or property damage accident or incident, including any injury to a Guild or County employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Guild. Guild also shall promptly notify Director of any third party claim or suit filed against Guild or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Guild and/or County. Said report can be requested by the Director.

13.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County Indemnitees) shall be provided additional insured status under Guild's General Liability policy with respect to liability arising out of Guild's ongoing and completed operations performed on behalf of the County. County Indemnitees additional insured status shall apply with respect to liability and defense of suits arising out of Guild's acts or omissions, whether such liability is attributable to Guild or to the County. The full policy limits and scope of protection also shall apply to the County Indemnitees 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.

13.25.3 Cancellation of or Changes in Insurance

Guild shall provide Director with, or Guild'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 Director at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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 Director, upon which the Director may suspend or terminate this Agreement.

13.25.4 Failure to Maintain Insurance

Guild's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which Director immediately may withhold payments due to Guild, and/or suspend or terminate this Agreement. Director, at its sole discretion, may obtain damages from Guild resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Guild, deduct the premium cost from sums due to Guild or pursue Guild reimbursement.

13.25.5 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.

13.25.6 Guild's Insurance Shall Be Primary

Guild'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 Guild. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Guild coverage.

13.25.7 Waivers of Subrogation

To the fullest extent permitted by law, Guild 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. Guild shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.25.8 Sub-Contractor Insurance Coverage Requirements

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

13.25.9 Deductibles and Self-Insured Retentions (SIRs)

Guild's policies shall not obligate the County to pay any portion of any Guild deductible or SIR. The County retains the right to require Guild to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Guild'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.

13.25.10 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. Guild understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

13.25.11 Application of Excess Liability Coverage

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

13.25.12 Separation of Insureds

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

13.25.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Guild's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County Indemnitees shall be designated as an Additional Covered Party under any approved program.

13.25.14 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.

13.26 INSURANCE COVERAGE

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

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

13.26.2 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 Guild's use of autos pursuant to this Agreement,

including owned, leased, hired, and/or non-owned autos, as each may be applicable. In addition, policy will clearly endorse coverage for mobile equipment operated by Guild.

13.26.3 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 Guild will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Guild'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.

13.26.5 Property Coverage

a. Provide coverage for County's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including ordinance of law coverage. In lieu of flood insurance operator agrees to pay up to $10,000 for damages incurred in any given calendar year during the term of this Agreement.

b. Be written for the full replacement cost of the property, with a deductible no greater than $250,000 or 5% of the property value, whichever is less. In the case of historic structures on the property, coverage will be written for functional replacement cost of the property.

c. Insurance proceeds shall be payable to Guild and County as their interests may appear. If property is damaged, both the Guild and the County agree to use funds to replace the property if insurance funds are available to do so.

13.27 INSURANCE DURING CAPITAL IMPROVEMENTS

13.27.1 Construction Insurance. If a Capital Improvement is performed by Guild during the term of this agreement, then Guild or Guild's contractor shall provide the following insurance. County shall determine the coverage limits required on a project by project basis:

a. **Builder's Risk Course of Construction Insurance**. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other

equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including County furnished materials and equipment, against loss or damage until completion and acceptance by Guild and the County if required.

b. **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming County as an additional insured, with limits determined by the County on a project by project basis:

- General Aggregate:
- Products/Completed Operations Aggregate:
- Personal and Advertising Injury:
- Each Occurrence:

13.27.2 The Projects/Completed Operations Such coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by Guild and the County if required.

a. **Automobile Liability**. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits determined by County on a project by project basis for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of Guild's or Guild's contractor use of autos pursuant to this Lease, including owned, leased,

hired, and/or non-owned autos, as each may be applicable.

b. **Professional Liability**. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of Guild's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits determined by County on a project by project basis, per claim and double the per claim limit aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

c. **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than $1 million per accident. Such policy shall be endorsed to waive subrogation against the County for injury to Guild's or Guild's contractor employees. If Guild or Guild's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days

advance written notice of cancellation of this coverage provision.

d. **Asbestos Liability or Contractors Pollution Liability Insurance** Such coverage shall be provided if construction requires remediation of asbestos or pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under Guild's or Guild's contractor Automobile Liability Insurance. Guild or Guild's contractor shall maintain limits determined by County on a project by project basis for this project.

e. **Performance Security Requirements**. Prior to the beginning of construction of a Capital Improvement, Guild shall require its contractor to file surety bonds with Guild and the County, if required in the amounts and for the purposes noted below. All bonds shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular 570) and is satisfactory to the County, and it shall pay all

premiums and costs thereof and incidental thereto (see www.fms.treas.gov/c570/).

f. Each bond shall be signed by Guild's Contractor (as Principal) and the Surety.

g. Guild's contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the Project price to assure the payment of claims of material men supplying materials to Guild's contractor, subcontractors, mechanics, and laborers employed by Guild's contractor on the Project, and the second in the sum of not less than 100% of the Project price to assure the faithful performance of the Project Contract.

13.28 LIQUIDATED DAMAGES

13.28.1 If, in the judgment of the Director, or his/her designee, Guild is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from Guild's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Guild from the Director, will be forwarded to Guild by the Director, or his/her designee, in a written notice describing the reasons for said action.

13.28.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by Guild over a certain time span, the Director, or his/her

designee, will provide a written notice to Guild to correct the deficiency within specified time frames. Should Guild fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

a. Deduct from Guild's payment, pro rata, those applicable portions of the Agreement Sum; and/or
b. Deduct 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 Guild to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) (this amount is established by each Department) per day, per infraction**,** hereunder, and that Guild shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to Guild; and/or
c. Upon giving five (5) days notice to Guild for failure to correct the deficiencies, the Director may correct any and all deficiencies and the total costs incurred by the Director for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Guild from the County, as determined by the Director.

13.28.3 The action noted in **Sub-paragraph 13.28.2 – Liquidated Damages,** shall not be construed as a penalty, but as adjustment of payment to Guild to recover the County cost

due to the failure of Guild to complete or comply with the provisions of this Agreement.

13.28.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in **Sub-paragraph 13.28.2 – Liquidated Damages,** and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

13.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

13.29.1 Guild certifies and agrees that all persons employed by it 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.

13.29.2 Guild shall certify to, and comply with, the provisions of **Exhibit D - Guild's EEO Certification***.*

13.29.3 Guild shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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.

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

13.29.5 Guild 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 project, program, or activity supported by this Agreement.

13.29.6 Guild shall allow County representatives access to Guild's employment records during regular business hours to verify compliance with the provisions of this **Section 13.39 – Record Retention and Inspection/Audit Settlement,** when so requested by the Director.

13.29.7 If the Director finds that any provisions of this **Section 13.39 – Record Retention and Inspection/Audit Settlement,** have been violated, such violation shall constitute a material breach of this Agreement upon which the Director 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 Guild has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that Guild has violated the anti-discrimination provisions of this Agreement

13.29.8 The parties agree that in the event Guild violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

13.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Guild. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources for locations other than the Gardens.

13.31 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

13.32 NOTICE OF DISPUTES

Guild shall bring to the attention of the County's Executive Officer and/or the County's Project Director any dispute between the Director and Guild regarding the performance of services as stated in

this Agreement. If the County's Executive Director or County's Project Director is not able to resolve the dispute, the Director, or designee shall resolve it.

13.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

13.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

13.35 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in **Exhibit I.** Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the

authority to issue all notices or demands required or permitted by the County under this Agreement.

13.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

13.37 PUBLIC RECORDS ACT

13.37.1 Any documents submitted by Guild and all information obtained in connection with the County's right to audit and inspect Guild's documents, books, and accounting records pursuant to **Section 13.39 – Record Retention and Inspection/Audit Settlement,** of this Agreement shall, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

13.37.2 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”, Guild agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

13.38 PUBLICITY

13.38.1 Guild shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Guild’s need to identify its services, facilities and programs to sustain itself, the Director shall not inhibit Guild from publishing its role under this Agreement within the following conditions:

a. Guild shall develop all publicity material in a professional manner; and

b. During the term of this Agreement, Guild shall continue its normal program of printed and electronic communications, marketing and advertising, press releases and feature articles for placement. Such materials contain, from time to time, notice that the County of Los Angeles is the owner of Descanso Gardens and that Descanso Gardens is operated and managed by Descanso Gardens Guild, Inc., a community-based nonprofit organization. Guild shall not publish further information about Los Angeles County in this context nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without

the prior written consent of the County's Project Director. The Director shall not unreasonably withhold written consent.

13.38.2 Guild may, without the prior written consent of Director, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this **Section 13.38 - Publicity** shall apply.

13.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Guild shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Guild shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Guild 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 Guild, and shall be made available to the County for a period of five (5) years, from its originating date, 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 Guild 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, Guild 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.

13.39.1 In the event that an audit of Guild is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Guild or otherwise, then Guild shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of Guild'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).

13.39.2 Failure on the part of Guild to comply with any of the provisions of **Section 13.39 – Record Retention and Inspection/Audit Settlement,** shall constitute a material breach of this Agreement upon which the Director may terminate or suspend this Agreement.

13.39.3 Guild shall, at all times, keep, or cause to be kept, for a period of five (5) years from its originating date, locally, to the reasonable satisfaction of the Director true, accurate, and complete records 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 premises separate and apart from those in connection with Guild's other business operations, if any.

13.39.4 All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip. Cash registers shall

have locked in sales totals and transaction counters that constantly accumulate and cannot be reset, and issue a tape (or other equivalent security mechanism) that imprint sequential transaction numbers and sales details.

13.40 RECYCLED BOND PAPER

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

13.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Guild to maintain compliance with the requirements set forth in **Section 13.14 - Guild's Warranty of Adherence to County's Child Support Compliance Program,** shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of Guild to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Director may terminate this Agreement pursuant to **Section 13.43 - Cancellation**, and pursue debarment of Guild, pursuant to County Code Chapter 2.202.

13.42 TERMINATION FOR CONVENIENCE; SUSPENSION

13.42.1 **Termination for Convenience.** This Agreement may be terminated, in whole or in part, by Director in its sole discretion. Termination of Agreement hereunder shall be effected by delivery to Guild of a written notice of

termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than one hundred eighty (180) days after notice. Upon receipt of written notice of County's intent to terminate this Agreement, Guild agrees not to extend or renew any active contractual agreement for goods, services, or Capital Improvements at Gardens by exercising optional extension provisions in said contractual agreements or otherwise; or enter into any new contractual agreements for goods, services, or Capital Improvements at the Gardens, that shall commence at any time after receipt of said written notice of County's intent to terminate this Agreement. In the event of a termination for convenience, County shall indemnify and hold Guild harmless from and against any and all claims that arise out of obligations made by the Guild (with the approval of the Director) for goods, services, or Capital Improvements that are to be performed at the Gardens after the effective date of termination of this Agreement. Such claims include, but are not limited to, claims by vendors, clients who have planned events at the Gardens and signed a written agreement for such event prior to Guild's receipt of County's written notice of intent to terminate the Agreement, WARN Act Claims (or their state equivalent), and contractors or subcontractors who have commenced but not yet finished construction of a Capital Improvement as of the effective date of termination by County.

13.42.2 **<u>Suspension.</u>** Director, due to unforeseen emergencies; or upon mutual consent; and without further liability, may suspend Guild's performance under this Agreement, in whole or in part, by written notice to Guild from the Director specifying the effective date and extent of the suspension. The date upon which such suspension becomes effective shall be no less than one hundred eighty (180) days after notice.

a. Guild 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 (1) calendar year, this Agreement may be deemed terminated for convenience at the option of either party, upon written notice to the other party.

13.43 CANCELLATION

13.43.1 Upon the occurrence of any one or more of the events of default hereinafter described in this **Section 13.43 - Cancellation,** this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Guild notice by registered or certified mail of the date set for cancellation thereof, the date upon which such cancellation becomes effective shall be no less than one hundred eighty (180) days after notice; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

13.43.2 Upon cancellation, County shall have the right to take possession of the Gardens, 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.

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

13.43.4 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, Director, in its sole discretion determines for any reason that Guild was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Guild has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) 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.

13.44 TERMINATION FOR INSOLVENCY

13.44.1 The Director may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a. Insolvency of Guild. Guild shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Guild is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary petition

regarding Guild under the Federal Bankruptcy Code;

c. The appointment of a Receiver or Trustee for Guild; or

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

13.44.2 The rights and remedies of the County provided in this **Section 13.44 - Termination for Insolvency,** shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Guild, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Guild, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Guild or any County Lobbyist or County Lobbying firm retained by Guild to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the Director may in its sole discretion, immediately terminate or suspend this Agreement.

13.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the Director shall not be obligated for Guild's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The Director shall notify Guild in writing of any such non-allocation of funds at the earliest possible date.

13.47 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.

13.48 WAIVER

13.48.1 Any waiver by Director 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 Director 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 estoppels County from enforcing the full provisions thereof.

13.48.2 No delay, failure, or omission of County to re-enter Guild's 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.

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

13.48.4 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 Director by this Agreement shall be cumulative.

13.49 WARRANTY AGAINST CONTINGENT FEES

13.49.1 Guild 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 Guild for the purpose of securing business.

13.49.2 For breach of this warranty, the Director 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.

13.50 OWNERSHIP OF MATERIALS, INFORMATION AND COPYRIGHT

13.50.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all plans, diagrams, facilities, tools and other information gathered and (hereafter "materials") generated, which are originated or created through Guild's work and daily operations pursuant to this Agreement, unless: (a) such material is specified by Guild

as a proprietary pre-existing software and mutually accepted as such, through prior written approval by the Director; or (b) such material is specifically developed by Guild to enhance or improve its business practices and whose development costs were not financed either with County funds or funds earned in the course of general Gardens operations. Guild, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of Guild's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Guild's work under this Agreement, with the exceptions noted above.

13.50.2 During the term of this Agreement and for five (5) years thereafter, Guild shall maintain and provide security for all of Guild's working papers prepared under this Agreement. Director shall have the right to inspect copy and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

13.50.3 Any and all materials, pre-existing software and tools which were developed or originally acquired by Guild, which Guild desires to use hereunder, and which Guild considers to be proprietary or confidential, must be specifically identified by Guild to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Guild as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

13.50.4 The Director will use reasonable means to ensure that Guild's proprietary and/or confidential items are safeguarded and held in confidence. The Director agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Guild.

13.50.5 Notwithstanding any other provision of this Agreement, the Director will not be obligated to Guild in any way under **Section 13.51 – Patent, Copyright and Trade Secret Indemnification,** for any of Guild's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by **sub-section 13.50.3 – Ownership of Materials, Information and Copyright,** or for any disclosure which the Director is required to make under any state or federal law or order of court.

13.50.6 All the rights and obligations of **Section 13.50 – Ownership of Materials, Information and Copyright,** shall survive the expiration or termination of this Agreement.

13.51 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

13.51.1 Guild shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Guild's work under this Agreement. Director shall inform

Guild as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Guild's defense and settlement thereof.

13.51.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Guild, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

a. Procure for County all rights to continued use of the questioned equipment, part, or software product; or

b. Replace the questioned equipment, part, or software product with a non-questioned item; or

c. Modify the questioned equipment, part, or software so that it is free of claims.

13.51.3 Guild shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Guild, in a manner for which the questioned product was not designed nor intended.

13.52 GUILD'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, **Exhibit J**, the County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

13.53 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

13.53.1 This Agreement is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

13.53.2 Guild shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

13.53.3 Guild shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

13.53.4 If Guild has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for

certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

a. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;

b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Guild Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Agreement award.

13.54 SURRENDER OF PREMISES

Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Guild shall peaceably vacate the Premises and any and all improvements located thereon except as otherwise expressly provided in this Agreement and deliver up the same to Director in a reasonably good condition, ordinary wear and tear excepted

13.55 TAXES AND ASSESSMENTS

13.55.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Guild 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 Premises and any improvements located thereon.

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

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

Failure of Guild to maintain compliance with the requirements set for in **Section 13.12 - 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 provisions of this Agreement, failure of contractor to cure such default within 10 days of notice shall be grounds upon which Director may terminate this Agreement and/or pursue debarment of Guild, pursuant to County code chapter 2.206.

13.57 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE

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

Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

13.58 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

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

13.59 TUBERCULOSIS

Contractor shall not employ as a member of its food and non-alcoholic beverage staff any person who cannot produce a certificate showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. Thereafter, those employees whose skin test is negative shall be required to undergo the foregoing examination at least once every four (4) years for so long at the employee remains skin test negative. Once an employee has documented positive skin test, he or she shall be removed from the position of food and beverage staff. When the skin test has been followed by x-ray, the forgoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the County's health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and or a notice from a public health agency or unit of the Tuberculosis Association that indicates freedom from active tuberculosis.

13.60 ARTIFICIAL TRANS FAT REDUCTION PROGRAM

1. Contractor agrees that is will participate in the County's Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 grams or more of artificial trans fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Contractor's demised premises, except for food that is being served directly to consumers in a manufacturer's original sealed package. Contractor shall provide the written certification attached hereto as **Exhibit K** stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at www.lapublichealth.org.
2. Within 5 days of the County's execution of this Agreement, Contractor shall submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant. Contractor's failure to do either of the foregoing shall constitute a material breach of this Agreement and shall be grounds for immediate termination by the Director. Director shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.
3. Upon County's approval of the Contractor's participation in the ATFR Program, Contractor shall have the same rights and obligations as any voluntary member of ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.

4. In addition to any remedies provided the County by ATFR Program's rules, any failure by Contractor to comply with the ATFR Program standards shall constitute a material breach of this Agreement entitling the Director to terminate the Agreement in its entirety or, if the Contractor provided service to multiple demised premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the Director may also, at its discretion, do any or all of the following;

- Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Contractor's breach of this **Section 13.60 – Artificial Trans Fat Reduction Program**. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per day per non-compliant facility and that Contractor shall be liable to County for that amount.
- Require removal of all AFTR Program logo, signage and other advertising materials from the non-compliant Contractor demised premises and from any other location where such materials are used by the Contractor, including without limitation menus, menu boards, and dining table tent cards.
- Require Contractor to cure its non-compliance with ATFR Program standards.

13.61 CONTRACT ALERT REPORTING DATABASE

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

IN WITNESS WHEREOF, Guild 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 Parks and Recreation thereof, the day and year first above written.

COUNTY OF LOS ANGELES

BY_____

Russ Guiney, Director

Department of Parks and Recreation

DESCANSO GARDENS GUILD, INC.

By _____

Name HOPE TSCHOPIK SCHNEIDER

CHAIR, BOARD OF TRUSTEES
DESCANSO GARDENS GUILD, INC.

Title

APPROVED AS TO FORM:
JOHN KRATTLI
County Counsel

By _____
Christina A. Salseda
Principal Deputy County Counsel

EXHIBIT A

DESCANSO GARDENS

HALL BECKLEY CANYON

EXHIBIT B

DESCANSO GARDENS

DAYS AND HOURS OF OPERATION

- **Open every day of the year, except for the December 25th.**
- **Hours of operation shall be 9:00 am to 5:00 pm daily.**

(★) Note: Sections and facilities of the Gardens may be closed to public access from time to time to accommodate maintenance, construction, demolition, and special revenue-generating events that subsidize the Gardens' operations. All schedules are subject to weather and availability.

EXHIBIT C

DESCANSO GARDENS ADMISSION FEES

- **Adult……..$9.00**
- **Student and Senior (65+)……..$6.00**
- **Child 5-12 ……..$4.00**
- **Child 4 and under……(Free)**
- **Descanso Garden Member…….(Free)**
- **Tram Tour Tickets……..$5.00**
- **Admission free on the third Tuesday of every month.**
- **Admission free to Golden State Advantage (EBT) card holders and families.**
- **Visitors less than 18 years of age must be accompanied by an adult.**

EXHIBIT D

DESCANSO GARDENS GUILD, INC.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Descanso Gardens Guild, Inc. (Guild)
Foundation's Name

1418 Descanso Drive, La Canada Flintridge, CA 91011
Business Address

95-2511202
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.

PROPOSER'S CERTIFICATION

		Check One
1.	Guild has a written policy statement prohibiting discrimination in all phases of employment.	[X] Yes [ ] No
2.	Guild periodically conducts a self analysis or utilization analysis of its work force.	[X] Yes [ ] No
3.	Guild 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, Guild has a system for taking reasonable corrective action which includes the establishment of goals and timetables.	[X] Yes [ ] No

Name (please print or type) David R. Brown

Title of Signer (please print or type) Executive Director

Signature DRBrown Date July 18, 2014

EXHIBIT E

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Descanso Gardens Guild, Inc.			
Company Address: 1418 Descanso Drive			
City: La Cañada Flintridge	**State:** CA	**Zip Code:** 91011	
Telephone Number: 818-949-4200			
Solicitation For (Type of Goods or Services): Joint Operating Agreement at the Descanso Gardens			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Is Not Applicable To My Business

☐ My business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"**Affiliate or subsidiary of a business dominant in its field of operation**" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II – Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

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: David R. Brown	**Title:** Executive Director
Signature: DRBrown	**Date:** July 18, 2014

EXHIBIT F

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

Company Name: **Descanso Gardens Guild, Inc.**		
Company Address: 1418 Descanso Drive		
City: La Cañada Flintridge	State: CA	Zip Code: 91011
Telephone Number: 818-949-4200	Email address: dbrown@descansogardens.org	
Operating Agreement for the Descanso Gardens		

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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: David R. Brown	Title: Executive Director
Signature: DRBrown	Date: July 18, 2014

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.

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.

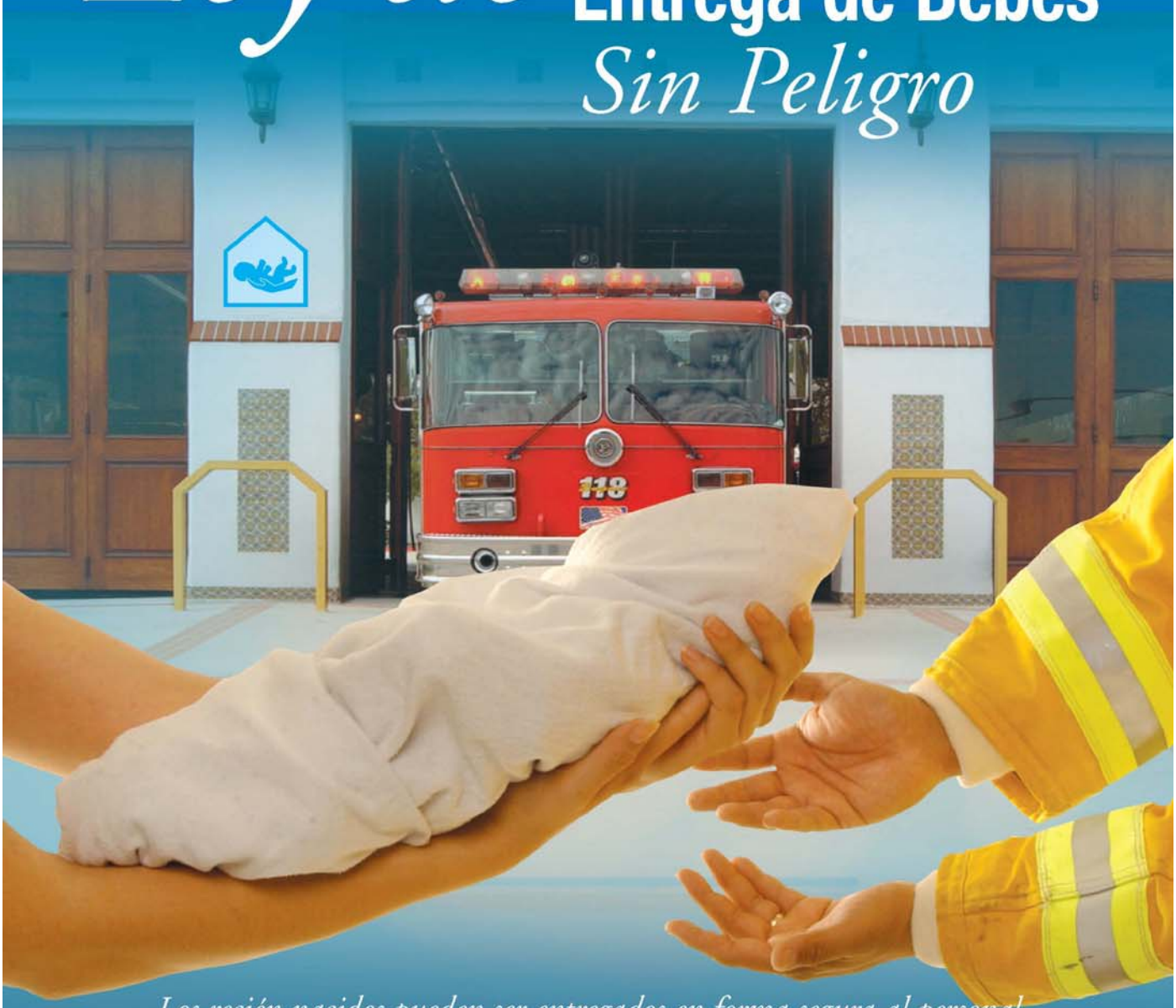
Why is California doing this?

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 I

NOTICES

COUNTY OF LOS ANGELES
&
DESCANSO GARDENS GUILD, INC.

County of Los Angeles Department of Parks and Recreation

Attention: **Contracts, Golf, and Special Districts Division**

Location: **The Arboretum of Los Angeles County**
301 North Baldwin Avenue
Arcadia, CA 91007

Descanso Gardens Guild, Inc.

Attention: **David Brown, Executive Director**

Location: **Descanso Gardens Guild, Inc.**
1418 Descanso Drive
La Canada Flintridge, CA 91011

CHARITABLE CONTRIBUTIONS CERTIFICATION

Descanso Gardens Guild, Inc.
Company Name

1418 Descanso Drive, La Canada Flintridge, CA 91011
Address

95-2511202
Internal Revenue Service Employer Identification Number

006329
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company:

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☒ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

DRBrown
Signature

July 18, 2014
Date

David R. Brown, Executive Director
Print Name and Title of Signer

EXHIBIT K

CERTIFICATION OF COMPLIANCE WITH ARTIFICIAL TRANS FAT REDUCTION PROGRAM

The Contractor certifies that:

1. It is familiar with the requirements for participation in the County's Artificial Trans Fat Reduction (ATFR) Program and will obtain the County's approval as a participant in the ATFR Program.

2. Within five days of County's execution of the Contract, it will submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and thereafter diligently pursue approval as an ATFR participant.

Descanso Gardens Guild

Contractor Name

BY: DRBrown

Signature

David R. Brown

Name (print)

Executive Director

Title

EXHIBIT L

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]