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

25 October 21, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AN OPERATING AGREEMENT BETWEEN THE SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY AND THE COUNTY OF LOS ANGELES FOR THE OPERATION OF THE SANTA FE DAM NATURE CENTER (SUPERVISORIAL DISTRICT 1) (3 VOTES)**

## SUBJECT

Approval of a ten-year Operating Agreement, with a one-year contract renewal option, for a maximum of 11 years, between the San Gabriel Mountains Regional Conservancy and the County of Los Angeles for the operation of the Santa Fe Dam Nature Center.

## 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 San Gabriel Mountains Regional Conservancy and the County of Los Angeles for the operation of the Santa Fe Dam Nature Center, effective November 1, 2014.

3. Authorize the Director of the Department of Parks and Recreation to exercise a one-year contract renewal option, if in the opinion of the Director of the Department of Parks and Recreation the San Gabriel Mountains Regional Conservancy has performed successfully during the initial agreement term.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will approve an Operating Agreement (Agreement) between the San Gabriel Mountains Regional Conservancy (Conservancy) and the County of Los Angeles (County) for the operation of the Santa Fe Dam Nature Center (Nature Center).

On October 28, 2009, the Director of the Department of Parks and Recreation (Director) and the Conservancy entered into a one-year Agreement, with four one-year renewal options, for a maximum total of five years. The current Agreement is the second of two consecutive five-year Agreements, exhausting the ten-year authority limit of a Director's Agreement for this facility. Therefore, the Department of Parks and Recreation (Department) is requesting Board approval of a ten-year Agreement, with the Conservancy, with an additional one-year renewal option, for a maximum of 11 years. The 11-year term is consistent with the current term of the Department's Lease Agreement with the Army Corps of Engineers (ACOE) for the Santa Fe Dam Recreation Area property.

In addition, this newly established Agreement incorporates all of the updated and new Board-mandated provisions, and ensures that the Nature Center will continue to provide the educational benefits to the community.

**Implementation of Strategic Plan Goals**

The recommended 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 Conservancy is a non-profit organization responsible for operation of the Nature Center. The operation is 100 percent volunteer-based; therefore, there is no impact on the Department's budget.

OPERATING BUDGET IMPACT

As a result of the recommended actions, the Department does not anticipate additional operating costs or revenue. The proposed Agreement was designed specifically to have a no net County cost impact, where the Conservancy will bear all costs associated with the operations of the Nature Center, including recreation and routine maintenance.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to contract for concessions and services that are consistent with public park and recreation purposes within the Santa Fe Dam Recreation Area and pursuant to the provisions of the Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin No. DAC W09-1-76-72, granted to the County by the Secretary of the Army under authority of the Flood Control Act of 1944, Section 4 as amended 16U.S.C.460d. The proposed Agreement is consistent with said purposes.

The initial term of this Agreement with the Conservancy is for ten years and includes a provision whereby the Director may extend the Agreement by a one-time one-year renewal option for a maximum contract term of 11 years. Under this Agreement, the Conservancy will continue to have full responsibility for the daily operation and maintenance of the Nature Center. The Conservancy will continue to operate the Nature Center in accordance with County policies, rules, and regulations.

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

However, in order to ensure the continued viability of the Nature Center, the Department recommends the following deviation from the County's standard terms and conditions:

• Indemnification: The County will indemnify the Conservancy for the initial ten-year term and the one-year renewal option for a maximum of 11 years. Elimination of such indemnification would cause prohibitively expensive insurance costs and inhibit further growth for the Conservancy. Therefore, it is recommended that the County indemnify the Conservancy as to continue the productive partnership and growth of the Nature Center.

The ACOE has reviewed and approved the proposed Agreement.

County Counsel has approved the Agreement as to form.

## ENVIRONMENTAL DOCUMENTATION

The proposed 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 Agreement will ensure ongoing financial and operational commitment from the County and the Conservancy to benefit the Nature Center 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

# CONTRACT
# BY AND BETWEEN

## COUNTY OF LOS ANGELES

## DEPARTMENT OF PARKS AND RECREATION

## AND

## THE SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY

## FOR

## OPERATION OF THE SANTA FE DAM NATURE CENTER

**November 2014**

# CONTRACT PROVISIONS
# TABLE OF CONTENTS


| SECTION | PROVISION | PAGE |
|---|---|---|
| ***RECITALS*** | | ***1*** |
| ***1.0*** | ***APPLICABLE DOCUMENTS*** | ***2*** |
| ***2.0*** | ***DEFINITIONS*** | ***3*** |
| ***3.0*** | ***OPERATING AGREEMENT WITH CORPS*** | ***4*** |
| ***4.0*** | ***PREMISES*** | ***7*** |
| ***5.0*** | ***TERM OF CONTRACT*** | ***8*** |
| ***6.0*** | ***CONSIDERATION*** | ***9*** |
| ***7.0*** | ***SERVICES AND PROGRAMS PROVIDED BY CONSERVANCY*** | ***10*** |
| ***8.0*** | ***DAYS AND HOURS OF OPERATION*** | ***10*** |
| ***9.0*** | ***CHANGE NOTICES AND AMENDMENTS*** | ***11*** |
| ***10.0*** | ***INTENTIONALLY OMITTED*** | ***11*** |
| ***11.0*** | ***OPERATING RESPONSIBILITIES*** | ***11*** |
| 11.1 | Applicable Law | 11 |
| 11.2 | Additional Santa Fe Dam Recreation Area Uses by Conservancy | 12 |
| 11.3 | Conservancy's Volunteer Staff | 12 |
| 11.4 | Disorderly Persons | 14 |
| 11.5 | Illegal Activities | 14 |
| 11.6 | General Housekeeping | 14 |
| 11.7 | Permits | 15 |
| 11.8 | Safety | 15 |
| 11.9 | Security | 16 |
| 11.10 | Signage | 16 |
| 11.11 | Trade Fixtures | 16 |
| 11.12 | Trash Removal | 16 |
| 11.13 | Utilities | 17 |
| ***12.0*** | ***STANDARD TERMS AND CONDITIONS*** | ***17*** |
| 12.1 | ASSIGNMENT AND DELEGATION | 17 |
| 12.2 | COMPLIANCE WITH APPLICABLE LAW | 18 |
| 12.3 | COMPLIANCE WITH CIVIL RIGHTS LAWS | 18 |
| 12.4 | COMPLAINTS | 19 |
| 12.5 | CONFLICT OF INTEREST | 20 |
| 12.6 | CONSERVANCY'S RESPONSIBILITY AND DEBARMENT | 21 |
| 12.7 | CONSERVANCY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT | 24 |
| 12.8 | CONSERVANCY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 25 |
| 12.9 | CONSERVANCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 25 |
| 12.10 | COUNTY'S QUALITY ASSURANCE PLAN | 26 |
| 12.11 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 26 |
| 12.12 | EMPLOYMENT ELIGIBILITY VERIFICATION | 26 |

| SECTION | PROVISION | PAGE |
|---|---|---|
| 12.13 | EVENTS OF DEFAULT | 27 |
| 12.14 | FACSIMILE REPRESENTATIONS | 28 |
| 12.15 | FAIR LABOR STANDARDS | 28 |
| 12.16 | GOVERNING LAW, JURISDICTION, AND VENUE | 29 |
| 12.17 | INDEPENDENT CONSERVANCY STATUS | 29 |
| 12.18 | INDEMNIFICATION | 30 |
| 12.19 | GENERAL PROVISIONS FOR All INSURANCE COVERAGE | 30 |
| 12.20 | INSURANCE COVERAGE REQUIREMENTS | 35 |
| 12.21 | INTERPRETATION OF SPECIFICATIONS | 37 |
| 12.22 | NONDISCRIMINATION AND AFFIRMATIVE ACTION | 37 |
| 12.23 | NON EXCLUSIVITY | 39 |
| 12.24 | NOTICE TO EMPLOYEES/VOLUNTEERS REGRADING THE FEDERAL EARNED INCOME CREDIT | 39 |
| 12.25 | NOTICE TO EMPLOYEES/VOLUNTEERS REGARDING THE SAFELY SURRENDERED BABY LAW | 40 |
| 12.26 | NOTICES | 40 |
| 12.27 | PUBLIC RECORDS ACT | 40 |
| 12.28 | PUBLICITY | 41 |
| 12.29 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT | 42 |
| 12.30 | RECYCLED BOND PAPER | 43 |
| 12.31 | RIGHT OF ENTRY | 43 |
| 12.32 | SUBCONTRACTING | 43 |
| 12.33 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 45 |
| 12.34 | TERMINATION FOR CONVENIENCE BY COUNTY | 45 |
| 12.35 | TERMINATION FOR DEFAULT | 47 |
| 12.36 | TERMINATION FOR IMPROPER CONSIDERATION | 50 |
| 12.37 | TERMINATION FOR INSOLVENCY | 51 |
| 12.38 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE | 51 |
| 12.39 | TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY OR PARK CLOSURE | 52 |
| 12.40 | VALIDITY | 53 |
| 12.41 | WAIVER | 53 |
| 12.42 | WARRANTY AGAINST CONTINGENT FEES | 53 |
| ***13.0*** | ***CONSERVANCY'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM*** | ***53*** |
| ***14.0*** | ***501 (c)(3) ORGANIZATION*** | ***54*** |
| ***15.0*** | ***CONSERVANCY'S CHARITABLE ACTIVITIES COMPLIANCE*** | ***54*** |
| ***16.0*** | ***SURRENDER OF PREMISES*** | ***54*** |

| SECTION | PROVISION | PAGE |
|---|---|---|
| *17.0* | *TAXES AND ASSESSMENTS* | *55* |
| *18.0* | *TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM* | *55* |
| *19.0* | *COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE* | *55* |
| *20.0* | *GREEN INITIATIVES* | *55* |
| *21.0* | *ENTIRE CONTRACT* | *56* |
| *22.0* | *AUTHORIZATION WARRANTY* | *56* |
| *SIGNATURES* | | *57* |

**STANDARD EXHIBITS**

A STATEMENT OF WORK
B DEPARTMENT OF THE ARMY MASTER LEASE .....
C SITE MAP OF SANTA FE DAM RECREATIONAL AREA & NATURAL AREA .....
D-1 LA COUNTY INVENTORY LIST – SANTA FE DAM NATURE CENTER .....
D-2 SAN GABRIEL MOUNTAIN REGIONAL CONSERVANCY INVENTORY LIST .....
E CONSERVANCY'S EEO CERTIFICATION .....
F INTERNAL REVENUE SERVICE NOTICE NO. 1015 .....
G SAFELY SURRENDERED BABY LAW .....
H CONSERVANCY CONFIDENTIALITY CERTIFICATION .....
I SANTA FE DAM PATRON COMPLAINT FORM .....
J NATURE CENTER DOCENT TRAINING AND PROTOCOLS .....
K CHARITABLE CONTRIBUTIONS CERTIFICATIONS .....
L COUNTY'S NON-SMOKING ORDINANCE .....
M COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....

# CONTRACT
# BY AND BETWEEN
# COUNTY OF LOS ANGELES
# DEPARTMENT OF PARKS AND RECREATION
# AND
# THE SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY
# FOR
# OPERATION OF THE SANTA FE DAM NATURE CENTER

This Director's Contract and Exhibits made and entered into this _____ day of _____, 2014, by and between the County of Los Angeles, (hereinafter referred to as "the County") and The San Gabriel Mountains Regional Conservancy for Operation of the Santa Fe Dam Nature Center hereinafter referred to as the Conservancy.

## RECITALS

**WHEREAS,** the Department of the Army (hereinafter "United States" and/or the "District Engineer") is the fee owner of the real property and has under authority of Section 4 of the Act of Congress approved December 22, 1944, as amended (16 U.S.C. 460d), and the Federal Water Project Recreation Act, 79 Stat. 214 (16 U.S.C. 460L-13), granted to the County of Los Angeles a lease, a copy of which is attached hereto as Exhibit "B" and incorporated by this reference, for a period of fifty (50) years commencing on May 4, 1976, and ending on May 3, 2026, (hereinafter "the Lease") to use and occupy approximately 835.77 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Santa Fe Flood Control Basin Project Area.

**WHEREAS,** the County's authorization to enter into agreements for the provision of recreational and educational services within Santa Fe Dam Recreation Area is granted pursuant to the authority conferred by the Board of Supervisors upon the

Director of the Department of Parks and Recreation by Section 2.26.120, of the Los Angeles County Code; and

**WHEREAS**, the San Gabriel Mountains Regional Conservancy (hereinafter referred to as "the Conservancy") is a 501(c)(3), private, nonprofit, public benefit corporation providing public benefit for conservation, education and land protection services to the San Gabriel Mountains Regional Area; and

**WHEREAS,** the Conservancy agrees to provide programs and classes as a public service and for a public purpose; and

**WHEREAS**, the County agrees to partner with the San Gabriel Mountains Regional Conservancy in providing services that are in the public interest making the fullest possible use of public facilities;

**WHEREAS,** the Los Angeles Department of Parks and Recreation, County of Los Angeles, shall act on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).

**WHEREAS,** the District Engineer, Los Angeles District, consents to this Contract and use granted herein;

**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

Exhibits A, B, C, D -1, D -2, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

**1.1 EXHIBIT A** - Statement of Work

**1.2 EXHIBIT B** - Department of the Army Master Lease

**1.3 EXHIBIT C** - Site Map - Santa Fe Dam Recreational Area & Natural Area

**1.4** **EXHIBIT D-1** – LA County Inventory List – Santa Fe Dam Nature Center

**1.5** **EXHIBIT D-2** - San Gabriel Mountain Regional Conservancy Inventory List

**1.6** **EXHIBIT E** - Conservancy's EEO Certification

**1.7** **EXHIBIT F** – Internal Revenue Service Form Notice No. 1015

**1.8** **EXHIBIT G** - Safely Surrendered Baby Law

**1.9** **EXHIBIT H** - Conservancy Confidentiality Certification

**1.10** **EXHIBIT I** – Santa Fe Dam Patron Complaint Form

**1.11** **EXHIBIT J** – Nature Center Docent Training and Protocols

**1.12** **EXHIBIT K** - Charitable Contributions Certification

**1.13** **EXHIBIT L** - County's Non-Smoking Ordinance

**1.14** **EXHIBIT M** - County's Defaulted Property Tax Reduction Program

## 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** **Contract:** Agreement executed between the County and the Conservancy. It sets forth the terms and conditions for the issuance and performance of services.

**2.2** **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.

**2.3** **Subcontract:** Contract between the Conservancy and a third party approved by the County to perform or execute the work by the Conservancy.

**2.4** **Conservancy:** The San Gabriel Mountains Regional Conservancy.

**2.5** **President:** The President of the Board of Directors of the San Gabriel Mountains Conservancy.

**2.6** **Nature Center:** Santa Fe Dam Nature Center.

**2.7 District Engineer:** the District Engineer of the United States Army Corps of Engineers, Los Angeles District, or his authorized representative.

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

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

**2.10 Superintendent:** The Superintendent of the Santa Fe Dam Recreational Area.

**2.11 PDA:** The Planning and Development Agency of the Department of Parks and Recreation

**2.12 Taxidermy:** Process of skinning, preserving, and mounting vertebrate animals so that they still appear lifelike.

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

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

## 3.0 OPERATING AGREEMENT WITH CORPS

This Contract is granted subject to all rights and privileges retained by the United States of America within the Santa Fe Dam Recreation Area pursuant to the provisions and conditions of the Lease. Accordingly, the Conservancy accepts and agrees to be bound by the following conditions thereof:

**a.** That the primary purpose of the Santa Fe Dam Flood Control Basin is the control of flood, and nothing herein expressed or implied shall be construed so as to conflict with that purpose.

**b.** That the premises shall be subordinate to the use thereof by the Department of the Army in the operation and maintenance of the Santa Fe Dam Flood Control Basin.

**c.** That the exercise of the privileges granted herein shall conform to such rules and regulations as may be prescribed by the District Engineer to

govern the public use of the Santa Fe Dam Recreational Area, and shall be subject to the general supervision of the District Engineer.

**d.** That the United States shall be held harmless from all claims which may arise from or be incident to the exercise of the privileges granted herein.

**e.** That the United States and the Los Angeles County Flood Control District shall not be liable for damages to property or injuries to persons which may arise from or be incidental to the exercise of the privileges granted herein or for damages to the property of Conservancy, or for damages to the property or injuries to the person of Conservancy and/or the officers, agents, servants or employees/volunteers or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said premises by the United States or the Los Angeles County Flood Control District, or flooding from any other cause, or arising from or incident to any other governmental activities on the premises, and Conservancy shall hold the United States, the Los Angeles County Flood Control District and the County of Los Angeles harmless from any and all such claims.

**f.** That this Contract shall be subject to the prior written approval of the District Engineer.

**g.** That charges for services rendered and for the use of the premises shall be reasonable and shall have the prior written approval of the District Engineer.

**h.** That the Conservancy shall hold the United States, the Los Angeles County Flood District and the County of Los Angeles harmless from any and all claims or rights of action for damages which may or might arise or accrue to the Conservancy and/or the officers, agents, servants, employees/volunteers or others who may be on the premises at their invitation or the invitation of any one of them, by reason of injuries to the property, or the person of any of them resulting from the entry upon or the use of the premises, by the United States, the Los Angeles County Flood Control District, the Los Angeles County or any one them at any time, for

any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood control work.

**i**. That the premises shall not be used for human habitation. Any structures or trailers located on the premises for the use of night watchmen or patrolman shall be subject to the prior written approval thereof by the District Engineer.

**j.** That the United States, its officers, agents and employees may enter upon the premises at any time for any purpose necessary or convenient in connection with river and flood control work, and to remove there from timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use thereof as may be necessary in connection with flood control work, and Conservancy shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.

**k.** That the United States may construct, or permit the construction of, facilities for military requirements and for communications, electrical distribution or transmission, water supply, flood channels, sewage disposal and similar purposes on the premises, and the Conservancy shall have no claim for compensation for damage of any character on account thereof.

**l.** That this Contract may be revoked by the District Engineer in the event the County and/or the Conservancy violates any of the terms and conditions of this Contract and persists therein for a period of thirty (30) days after notice thereof in writing by the District Engineer. Upon any such revocation, the Conservancy shall vacate the premises, remove all property therefrom and restore said premises to a condition satisfactory to the District Engineer within such time as the District Engineer may designate. In the event of failure or neglect to remove property and/or restore the premises, then, at

the option of the District Engineer, said property shall either become the property of the United States without compensation therefore, or the District Engineer may cause it to be removed and the premises to be so restored at the expense of the Conservancy, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

**m.** That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Contract or of the benefits arising from the Conservancy's operations at Santa Fe Dam Recreation Center pursuant to this Contract. Nothing, however, herein contained shall be construed to extend to any incorporated company, if said Contract is for the general benefit of such corporation or company.

## 4.0 PREMISES

**4.1** Conservancy is hereby authorized to occupy and operate the Nature Center, for its activities, (hereinafter referred to as 'premises') and utilize the Santa Fe Dam Nature Center for the purpose of providing educational programs, seminars, and projects for the benefit of the public. The Conservancy shall also assist with the natural area operations working in conjunction with the park superintendent.

**4.2** Conservancy is hereby authorized to utilize the equipment located on the premises of the Santa Fe Dam Nature Center as identified and inventoried by the County attached hereto and incorporated herein as LA County Inventory List, Exhibit D-1 and the San Gabriel Mountain Regional Conservancy Inventory List, Exhibit D-2. Upon the expiration or earlier termination of this Contract, all such equipment shall be returned to County in at least the same condition as accepted, and in good repair and condition, subject to reasonable wear and tear.

**4.3** The Conservancy acknowledges personal inspection of the premises and evaluation of the extent to which the physical condition thereof will affect the Conservancy operation. The Conservancy accepts the premises in its

present physical condition and agrees to make no demands upon the County for any additional improvements or alterations thereof, other than periodic management and maintenance services such as restrooms, plumbing, and irrigation.

**4.4** Any improvements, additions, alterations, or changes to the premises shall be subject to prior written approval by the District Engineer and the Director. The normal and customary set-up and take-down of temporary structures for nature exhibits is exempt from this procedure.

**4.5** The Conservancy hereby acknowledges the title the United States of America, County and/or other public agencies having jurisdiction over, in and to the premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

**4.6** Ownership of all structures, buildings or improvements constructed by the Conservancy upon the premises and all alterations, additions or betterment thereto, shall become the property of the County without compensation being paid therefore to the extent permitted under the Lease, subject to the rights granted to the Conservancy hereinabove. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director or District Engineer may require the Conservancy to remove said structures, buildings and/or improvements upon written notice ninety (90) days prior to the date of termination of this Contract. Should Conservancy fail to remove said structures, buildings and improvements, same may be sold, removed or demolished and Conservancy shall reimburse County for any cost or expense in connections therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

## 5.0 TERM OF CONTRACT

**5.1** The term of this Contract shall be for a period of ten (10) years commencing upon the first day of the month following approval by the Director, unless terminated sooner or extended, in whole or in part, as provided in this Contract.

**5.2** The County shall have the sole option to extend this Agreement term for one (1) additional one-year option. Such option shall be exercised at the sole discretion of the Director.

**5.3** The Conservancy shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Conservancy shall send written notification to the address provided in Section 12.26, Notices, of this Contract.

**5.4** By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of federal, state or local authorities from complying with the provisions of this Contract.

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

## 6.0 CONSIDERATION

**6.1** In consideration for the use granted the Conservancy agrees that the Conservancy's programs and services will be, free of charge for the benefit of the public, and self-sustaining, with conservancy securing additional funding from contributing, private sector sources. The Conservancy also agrees to utilize reasonable methods to increase the number of Conservancy volunteers from its current number throughout the term of this contract. As part of its annual report submitted to the park superintendent, the Conservancy shall submit its methodology for the recruitment of volunteers.

**6.2** Notwithstanding the forgoing, in the event the Director determines that it is in the best interest of the County, said officer may employ such County

personnel, or third party contractors to provide services, and building repairs as the Director determines are necessary to offset any financial shortfall of the Conservancy and to protect the County's personnel and/or real property. However, at no time shall the County be obligated to expend any of its funds for programs or services at the premises available.

**6.3** Conservancy agrees to keep on file with the Superintendent, at all times, a copy of its current Bylaws, Articles of Incorporation, and Statement of Purpose. The Conservancy also agrees to provide the Superintendent with monthly data on programs, activities, visitors and volunteers.

## 7.0 SERVICES AND PROGRAMS PROVIDED BY CONSERVANCY

**7.1** The Conservancy agrees to develop and provide programs identified in Exhibit A, Statement of Work, which shall include but not be limited to tours, hikes, interpretive studies, clean-up projects, research projects and outdoor activities that provide the public educational and recreational exposure to nature, which in turn, generates and maintains a high level of community awareness and involvement in said programs. The Conservancy shall also provide collaborative opportunities for all surrounding public serving organizations dedicated to preserving the San Gabriel Valley's natural resources.

**7.2** All funds, fees, grants, and gifts collected and all required financial transactions received by the Conservancy, for the improvement and support of the Nature Center, shall be the sole responsibility of the Conservancy.

**7.3** The Conservancy shall meet with the Superintendent once per month to review, discuss, and set priorities for programming of the premises.

## 8.0 DAYS AND HOURS OF OPERATION

**8.1** The Conservancy shall operate at a minimum of twenty-one hours per week, within the regular operating hours of the Santa Fe Dam Recreation Area. In addition, the Conservancy is required to post the scheduled hours

of operations in an area visible to the public and at the Santa Fe Dam's main office.

**8.2** County, through its Director, hereby reserves the right to use said premises with specific dates and times coordinated with the Conservancy.

## 9.0 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

**9.1** A Change Notice shall be prepared, and executed by the Director and the Conservancy for any changes, deemed by the Director as necessary for the proper maintenance of the Santa Fe Dam Nature Center, and which may or might affect the Conservancy's programs.

**9.2** For any change which affects any other term or condition included in this Contract, or any changes in the Conservancy's programs, an Amendment shall be prepared therefore, executed by the Conservancy, and thereafter by the Director.

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

## 10.0 INTENTIONALLY OMITTED

## 11.0 OPERATING RESPONSIBILITIES

### 11.1 Applicable Law

**11.1.1** The Conservancy shall conform to and abide by all Federal, State, County and local laws and regulations, insofar as the same or any of them are applicable; and as they may be amended; and

where permits and/or licenses are required for the prescribed services and authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, the Conservancy shall conform to and abide by all rules and regulations and policies of the United States Department of the Army, Army Corps of Engineers and the Board of Supervisors and/or the Director of the Department of Parks and Recreation insofar as the same or any of them are applicable.

**11.1.2** The Conservancy hereby agrees to cooperate with the Director, County Contract Managers and Monitors and any appropriate Federal or State representatives, in the reviewing and monitoring of records and procedures of the Conservancy's operations for the operation of the Santa Fe Dam Nature Center. In addition, the Conservancy agrees to indemnify and hold harmless the County and all its agents, from and against any and all liability, damages, costs, and expenses, including but not limited to, defense costs and attorney's fees, arising from or related to any violation on the part of the Conservancy or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

**11.2 Additional Santa Fe Dam Recreation Area Uses by Conservancy**

In the event Conservancy wishes to utilize the park grounds surrounding the premises, Conservancy shall submit a written request to the Superintendent who shall review such request and may authorize such use.

**11.3 Conservancy's Volunteer Staff**

Conservancy shall maintain an adequate and proper staff for its operations herein. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public. The Director may at any time, give the Conservancy written notice to the

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

**11.3.1 Confidentiality**

**a.** The Conservancy shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

**b.** The Conservancy shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**c.** The Conservancy shall sign and adhere to the provisions of the Conservancy Confidentiality Certification, Exhibit H.

**11.3.2 Conservancy Staff and Employee Practices**

**a.** At any time prior to or during the term of this Contract, the County may require that all of the Conservancy's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work or volunteer under this Contract. The County shall use its discretion in determining the method of background clearances to be used, up to and include a County performed fingerprint security clearance. The fees associated with obtaining the

background information shall be at the sole expense of the Conservancy, regardless if the Conservancy's staff passes or fails the background clearance investigation.

**b.** Conservancy shall ensure that any minor under the age of 16, be accompanied at all times by a responsible adult whenever on the Santa Fe Dam Nature Center premises. Conservancy warrants that no person under the age of 16 shall be permitted on the Santa Fe Dam Nature Center premises without adult supervision.

**11.4 Disorderly Persons**

Conservancy agrees to report to the park superintendent and/or not to knowingly allow any loud, boisterous or disorderly persons to loiter within the premises.

**11.5 Illegal Activities**

Conservancy agrees to report and/or shall not knowingly permit any illegal activities to be conducted upon the premises.

**11.6 General Housekeeping**

**11.6.1** The Conservancy shall be responsible for maintaining the premises and equipment in good and substantial repair and condition and in compliance therewith shall perform all repairs to or replacement of all improvements and equipment thereon, including the painting thereof, except for concealed utility lines and exposed plumbing. In addition to the general requirement, the Conservancy shall perform any and all repairs required for maintenance thereof in compliance with all laws and prescribed County specifications applicable thereto, including but not limited to the exclusive use areas by the Conservancy.

**11.6.2** The County shall be responsible for the following, subject to available funding appropriated therefore: maintenance of public use areas (including restrooms, air conditioning, plumbing, and

irrigation); the County signage placed on the Center building; exterior maintenance of the Nature Center; the repairs and/or replacements to concealed utility lines serving the premises; and exposed plumbing. The County hereby retains the right of access to storage areas and utility access points in order to accomplish its responsibilities thereto.

**11.6.3** Either party may cure the default of the other party hereto with respect to the operational obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between Director and Conservancy upon the nature and scope of the work to be performed and the costs to be incurred therein. Any demand of the County for reimbursement hereunder shall be satisfied by the Conservancy through prorated monthly installment payments over the remaining term of this Contract.

**11.7 Permits**

The Conservancy shall have responsibility for securing all necessary permits and licenses, including wildlife permits for both live and taxidermied specimens, required for the conduct of its operations or any responsibilities enumerated herein that may be required by any public agency having regulatory jurisdiction thereof. The County shall assist only to the extent that it will provide verification to that regulatory agency that it has given permission to the Conservancy to conduct the operations herein.

**11.8 Safety**

The Conservancy shall report to the park superintendent and/or make all reasonable efforts to immediately correct any unsafe condition of the premises, as well as unsafe practices occurring thereon. The

Conservancy shall make all reasonable attempts to obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on the premises. The Conservancy shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the Director.

**11.9 Security**

The Conservancy shall secure the premises at all times, and shall provide security for its entire operations and responsibilities herein defined at its own expense and shall not call upon the County to share this obligation or expense.

**11.10 Signage**

The Conservancy shall not post signs upon premises or improvements thereon unless prior approval thereof is obtained from the Director. Signs shall also be subject to review and control by the District Engineer in accordance with the master lease.

**11.11 Trade Fixtures**

The Conservancy shall provide and install any appliances, fixtures, furniture and equipment required for its programs. During the last thirty (30) days preceding the termination of this Contract, the Conservancy shall remove same from the premises, other than for those items which have been furnished by the County or are so affixed that their removal therefrom cannot be accomplished without damage to the premises.

**11.12 Trash Removal**

The Conservancy shall be allowed to use the existing the County trash bins and trash bin service. In the event that the Conservancy generates excessive trash, the County may require the Conservancy to share the expense of increased services.

**11.13 Utilities**

The County shall provide and pay for all necessary utilities. Conservancy waives any and all claims against the County for compensation of any utility, waste, water supply, drainage, heating/air conditions, gas or electrical system or apparatus.

## 12.0 STANDARD TERMS AND CONDITIONS

### 12.1 ASSIGNMENT AND DELEGATION

**12.1.1** The Conservancy shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, the County consent shall require a written amendment to the Contract, 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 Contract shall be deductible, at the County's sole discretion, against the claims, which the Conservancy may have against the County.

**12.1.2** Shareholders, partners, members, or other equity holders of Conservancy may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Conservancy to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

**12.1.3** If any assumption, assignment, delegation, or takeover of any of the Conservancy's duties, responsibilities, obligations, or

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

**12.2 COMPLIANCE WITH APPLICABLE LAW**

**12.2.1** The Conservancy shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**12.2.2** The Conservancy shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Conservancy or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

**12.3 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Conservancy 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 Contract or under any project, program, or activity supported by

this Contract. The Conservancy shall comply with Exhibit E, Conservancy's EEO Certification.

**12.4 COMPLAINTS**

**12.4.1** Within ten (10) business days after the effective date of this Contract, the Conservancy shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Conservancy shall resubmit the revised plan within five (5) business days for approval. Changes by the Conservancy must first be approved by the County before implementation.

**12.4.2** During the term of this contract, the Conservancy shall maintain an office located in the region, or in the Los Angeles County Area. In addition, the Conservancy shall maintain a telephone at the office that is listed in the telephone directory, or on its website in its own name or in the firm name by which it is most commonly known.

**12.4.3** During normal business hours, the Conservancy shall have a responsible volunteer(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the Santa Fe Dam Nature Center and surrounding grounds and take the necessary action. An answering service from the hours of 10:00 a.m. thru 1:00 p.m. shall be considered an acceptable substitute to full-time coverage, provided the Conservancy is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Conservancy's volunteer(s) responsible for providing the Nature Center services shall be available for notification through electronic communications during normal business hours.

**12.4.4** During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the premise, the County may, after a reasonable attempt to notify the Conservancy, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Conservancy, or may deduct such cost from an amount due to the Conservancy from the County.

**12.4.5** The Conservancy shall maintain a written log of all complaints. The log shall include the name of the person logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be available to the inspection of the Director at all reasonable times.

**12.4.6** All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County shall be reimbursed by the Conservancy.

## 12.5 CONFLICT OF INTEREST

**12.5.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Conservancy or have any other direct or indirect financial interest in this Contract. No officer or employee of the Conservancy who may

financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or on-going evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**12.5.2** The Conservancy shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Conservancy warrants that it is not now aware of any facts that create a conflict of interest. If the Conservancy hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

## 12.6 CONSERVANCY'S RESPONSIBILITY AND DEBARMENT

### 12.6.1 Responsible Contractor

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 contract. It is the County's policy to conduct business only with responsible Contractors.

### 12.6.2 Chapter 2.202 of the County Code

The Conservancy is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Conservancy on this or other contracts which indicates that the Conservancy is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Conservancy 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 Contracts the Conservancy may have with the County.

**12.6.3 Non-responsible Contractor**

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

**12.6.4 Contractor Hearing Board**

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

**2.** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Conservancy and/or the Conservancy's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether the Conservancy should be debarred, and, if so, the appropriate length of time of the debarment. The Conservancy and the Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**3.** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**4.** If a Conservancy has been debarred for a period longer than five (5) years, that Conservancy 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 Conservancy has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

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

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

**12.6.5 Subcontractors of Conservancy**

These terms shall also apply to Subcontractors of County Contractors.

**12.7 CONSERVANCY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Conservancy acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Conservancy understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Conservancy with the poster to be used.

**12.8 CONSERVANCY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Conservancy acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Conservancy 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 the Contractor's place of business. The Conservancy will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Conservancy with the poster to be used.

**12.9 CONSERVANCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**12.9.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Conservancy's duty under this Contract to comply with all applicable provisions of law, the Conservancy warrants that it is now in compliance and shall during the term of this Contract 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).

**12.10 COUNTY'S QUALITY ASSURANCE PLAN**

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

**12.11 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

**12.11.2** If the Conservancy fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Conservancy by cash payment upon demand.

**12.12 EMPLOYMENT ELIGIBILITY VERIFICATION**

**12.12.1** The Conservancy 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/volunteers performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Conservancy shall obtain, from all employees/volunteers 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. The Conservancy shall retain all such documentation for all covered employees/volunteers for the period prescribed by law.

**12.12.2** The Conservancy 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 the Conservancy 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 Contract.

**12.13 EVENTS OF DEFAULT**

**12.13.1** The abandonment, vacation or discontinuance of operations on the premises for more than seventy-two (72) consecutive hours.

**12.13.2** The failure of the Conservancy to operate in the manner required by this Contract, where such failure continues for more than fifteen (15) days after written notice from the Director to correct the condition therein specified.

**12.13.3** The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such

failure continues for more than thirty (30) days after written notice from the Director to correct the condition.

**12.13.4** The failure of the Conservancy to keep, perform and observe all other promises, covenants, conditions and agreements set in this Contract, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and the Conservancy shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent by the Director.

**12.14 FACSIMILE REPRESENTATIONS**

The County and the Conservancy hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 9.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

**12.15 FAIR LABOR STANDARDS**

The Conservancy 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/volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Conservancy’s

employees/volunteers for which the County may be found jointly or solely liable.

**12.16 GOVERNING LAW, JURISDICTION, AND VENUE**

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

**12.17 INDEPENDENT CONSERVANCY STATUS**

**12.17.1** This Contract is by and between the County and the Conservancy and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Conservancy. 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.

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

**12.17.3** The Conservancy understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees/volunteers of the Conservancy and not employees/volunteers of the County. The Conservancy shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any

person as a result of any injuries arising from or connected with any work performed by or on behalf of the Conservancy pursuant to this Contract.

**12.18 INDEMNIFICATION**

The Conservancy shall indemnify, defend and hold harmless the County, its Special Districts, the United States, the County of Los Angeles Flood Control District, their elected and appointed officers, employees, and agents (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Conservancy's acts and/or omissions arising from and/or relating to this Agreement. Conservancy's duty to indemnify the County, the United States, and the County of Los Angeles Flood Control District, their agents, officers, and employees shall survive the expiration or other termination of this Agreement.

**12.19 GENERAL PROVISIONS FOR All INSURANCE COVERAGE**

Without limiting Conservancy's indemnification of County and the United States, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Conservancy shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 12.19 and 12.20 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 Conservancy pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Conservancy for liabilities which may arise from or relate to this Agreement.

**12.19.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement

confirming County and the County of Los Angeles Flood Control District, their agents, officers, and employees (defined below) have been given Insured status under the Conservancy's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Conservancy's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Conservancy and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Conservancy 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.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Conservancy, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles

Parks and Recreation
Contracts, Golf and Special Districts Division
301 North Baldwin Avenue
Attention: Kandy Hays, Chief

Conservancy also shall promptly report to County any injury or property damage accident or incident, including any injury to a Conservancy employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Conservancy. Conservancy also shall promptly notify County of any third party claim or suit filed against Conservancy 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 Conservancy and/or County.

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

The County of Los Angeles, its Special Districts, the County of Los Angeles Flood Control District, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County Indemnitees) shall be provided additional insured status under Conservancy's General Liability policy with respect to liability arising out of Conservancy's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Conservancy's acts or omissions, whether such liability is attributable to the Conservancy or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**12.19.3 Cancellation of Insurance**

Conservancy shall provide County with, or Conservancy's insurance policies shall contain a provision that County shall receive, written

notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (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 County, upon which the County may suspend or terminate this Agreement.

**12.19.4 Failure to Maintain Insurance**

Conservancy'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 County immediately may withhold payments due to Conservancy, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Conservancy resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Conservancy, deduct the premium cost from sums due to Conservancy or pursue Conservancy reimbursement.

**12.19.5 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.

**12.19.6 Conservancy's Insurance Shall Be Primary**

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

**12.19.7 Waivers of Subrogation**

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

**12.19.8 Sub-Contractor Insurance Coverage Requirements**

Conservancy shall include all Sub-Contractors as insureds under Conservancy's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Conservancy 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 Conservancy as additional insureds on the Sub-Contractor's General Liability policy. Conservancy shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

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

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

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

**12.19.11 Application of Excess Liability Coverage**

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

**12.19.12 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.

**12.19.13 Alternative Risk Financing Programs**

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

**12.19.14 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."

**12.20 INSURANCE COVERAGE REQUIREMENTS**

**12.20.1 Commercial General Liability**

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

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

**12.20.2 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 Conservancy's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**12.20.3 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 Conservancy 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 Conservancy'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.

**12.20.4 Property Coverage**

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

other personal property shall be insured for their full replacement value.

**12.21 INTERPRETATION OF SPECIFICATIONS**

**12.21.1** Should any misunderstanding arise, the Director will interpret this Contract. If the Conservancy disagrees with the interpretation of the Director, the Conservancy shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Conservancy may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

**12.21.2** The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

**12.22 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

**12.22.2** The Conservancy shall certify to, and comply with, the provisions of Exhibit E, Conservancy's EEO Certification.

**12.22.3** The Conservancy shall take affirmative action to ensure that applicants are employed, and that employees/volunteers 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.

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

**12.22.5** The Conservancy 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 Contract or under any project, program, or activity supported by this Contract.

**12.22.6** The Conservancy shall allow County representatives access to the Conservancy's employment records during regular business hours to verify compliance with the provisions of this Section 12.22 when so requested by the County.

**12.22.7** If the County finds that any provisions of this Section 12.22 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Conservancy has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Conservancy has violated the anti-discrimination provisions of this Contract.

**12.22.8** The parties agree that in the event the Conservancy violates any of the anti-discrimination provisions of this Contract, 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 Contract.

**12.23 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Conservancy. This Contract shall not restrict the Department of Parks and Recreation from acquiring similar, equal or like goods and/or services from other entities or sources.

**12.24 NOTICE TO EMPLOYEES/VOLUNTEERS REGRADING THE FEDERAL EARNED INCOME CREDIT**

The Conservancy shall notify its employees/volunteers, 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. The notice is set forth in Exhibit F of this Contract.

**12.25 NOTICE TO EMPLOYEES/VOLUNTEERS REGARDING THE SAFELY SURRENDERED BABY LAW**

The Conservancy shall notify and provide to its employees/volunteers, 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 G of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

**12.26 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by facsimile or electronic mail or U.S. mail upon the **Conservancy** shall be: **San Gabriel Mountains Regional Conservancy, P.O. Box 963, Glendora, California, 91740.** Any notice served by mail upon the **County** shall be addressed to the **Director of Parks and Recreation, Attention: Contracts, Golf & Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007,** or such other place as may hereinafter be designated in writing to the Conservancy by the Director. 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 Contract.

**12.27 PUBLIC RECORDS ACT**

**12.27.1** Any documents submitted by the Conservancy; all information obtained in connection with the County's right to audit and inspect the Conservancy's documents, books, and accounting records pursuant to Section 12.29, Record Retention and Inspection/Audit Settlement, of this Contract; 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.

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

**12.28 PUBLICITY**

**12.28.1** In recognizing the Conservancy's need to identify its services and related clients to sustain itself, the County shall not inhibit the Conservancy from publishing its role under this contract within the following conditions:

**a.** The Conservancy shall develop all publicity material in a professional manner; and

**b.** During the term of this Contract, the Conservancy shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

**12.28.2** The Conservancy may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 12.28 shall apply.

## 12.29 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Conservancy shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Conservancy shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Conservancy 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 Contract. 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, and proprietary data and information, shall be kept and maintained by the Conservancy and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Conservancy at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Conservancy 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.

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

**12.29.2** Failure on the part of the Conservancy to comply with any of the provisions of this Section 12.29 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**12.30 RECYCLED BOND PAPER**

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

**12.31 RIGHT OF ENTRY**

In the event this Contract is suspended or terminated in whole or in part, by the Director, the Director may assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, may be charged against the Conservancy.

**12.32 SUBCONTRACTING**

**12.32.1** The requirements of this Contract may not be subcontracted by the Conservancy **without the advance written approval of the County and the District Engineer**. Any attempt by the Conservancy to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**12.32.2** If the Conservancy desires to subcontract, the Conservancy shall provide the following information promptly at the County's request:

**a.** A description of the work to be performed by the subcontractor;

**b.** A draft copy of the proposed subcontract; and

**c.** Other pertinent information and/or certifications requested by the County.

**d.** The Conservancy shall ensure delivery of all such documents to the Director at the address provided in Section 12.26, Notices, before any subcontractor employee may perform any work hereunder.

**12.32.3** The Conservancy shall remain fully responsible for all performances required of it under this Contract, including those that the Conservancy has determined to subcontract, notwithstanding the County's approval of the Conservancy's proposed subcontract.

**12.32.4** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Conservancy is responsible to notify its subcontractors of this County right.

**12.32.5** The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

**12.32.6** The Conservancy 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 County's consent to subcontract.

**12.32.7** In the event Director should consent to subcontracting:

**a.** each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and

**b.** the Conservancy shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime contract with the County of Los Angeles.

All representations and warranties shall inure to the benefit of the County of Los Angeles."

**12.32.8** The Conservancy shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.

**12.32.9** The Conservancy shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for the Conservancy's own employees/volunteers.

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

Failure of the Conservancy to maintain compliance with the requirements set forth in Section 12.9, Conservancy's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Conservancy to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 12.35, Termination for Default, and pursue debarment of the Conservancy, pursuant to County Code Chapter 2.202.

**12.34 TERMINATION FOR CONVENIENCE BY COUNTY**

**12.34.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery to the Conservancy of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes

effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**12.34.2** After receipt of a Notice of Termination and except as otherwise directed by the County, the Conservancy shall:

a. Stop work under this Contract on the date and to the extent specified in such notice, and

b. Complete performance of such part of the work as shall not have been terminated by such notice.

**12.34.3** After receipt of a Notice of Termination, the Conservancy shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Conservancy to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Conservancy in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Conservancy the amount so determined.

**12.34.4** Subject to the provisions of the paragraph immediately above, the County and the Conservancy shall negotiate an equitable amount to be paid to the Conservancy by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. The County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not terminated.

**12.34.5** In the event that, following service of the Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Conservancy was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or the Conservancy 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 Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

**12.35 TERMINATION FOR DEFAULT**

**12.35.1** The County may, by written notice to the Conservancy, terminate the whole or any part of this Contract, in the following circumstances:

**a.** The Conservancy has materially breached this Contract;

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

**c.** The Conservancy fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**12.35.2** Upon the occurrence of Section 12.35, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Conservancy a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

**12.35.3** Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Conservancy cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Conservancy reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Conservancy fails to cure the default to the Director's satisfaction, the Director shall recommend termination.

**12.35.4** In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Conservancy. The Conservancy shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

**12.35.5** Except with respect to defaults of any subcontractor, the Conservancy shall not be liable for any such excess costs of the type identified in Subsection 12.35.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Conservancy. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault

or negligence of the Conservancy. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, the Conservancy shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Conservancy to meet the required performance schedule. As used in this Subsection 12.35.5, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**12.35.6** In the event the County terminates this Contract in its entirety due to the Conservancy's default as provided in Subsection 12.35.1, the Conservancy and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Conservancy and the County agree that the County shall, at its sole option and in lieu of the provisions of Subsection 12.35.2, be entitled to liquidated damages from the Conservancy, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Conservancy to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Conservancy by the County, whether under this Contract or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Conservancy's payment of these liquidated damages

shall not in any way change, or affect the provisions of Section 12.18, Indemnification.

**12.35.7** In the event that, following service of the Notice of Termination of this Contract under the provisions of this Section 12.35, it is determined for any reason that the Conservancy was not in default under the provisions of this Subparagraph 12.35, that the default was excusable under provisions of this Section 12.35, or Conservancy 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 Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

**12.35.8** The rights and remedies of the County provided in this Section 12.35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**12.36 TERMINATION FOR IMPROPER CONSIDERATION**

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

**12.36.2** The Conservancy shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged

with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

**12.37 TERMINATION FOR INSOLVENCY**

**12.37.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

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

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

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

**12.37.2** The rights and remedies of the County provided in this Section 12.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**12.38 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Conservancy, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Conservancy, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Conservancy or any County Lobbyist or County Lobbying firm retained by the Conservancy to fully

comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**12.39 TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY OR PARK CLOSURE**

Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close the facility described in this Contract.

**12.39.1** In the event the County transfers title of the facility to a governmental agency (assignee), the County reserves the right to terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Conservancy with notice of termination or assignment of this Contract pursuant to this provision; or

**12.39.2** In the event that the County transfers maintenance responsibility for all or a portion of the facility, the County reserves the right to: terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Conservancy with notice of termination or assignment of this Contract pursuant to this provision; or

**12.39.3** In the event the County closes all or a portion(s) of the facility, the County reserves the right to terminate this Contract or portions thereof, upon the effective date of such closure(s). Upon the effective date of park closures(s), the Conservancy shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Conservancy of such park closure(s).

**12.40 VALIDITY**

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

**12.41 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 12.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**12.42 WARRANTY AGAINST CONTINGENT FEES**

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

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

**13.0 CONSERVANCY'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**13.1** Conservancy acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property

tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

**14.0 501 (c)(3) ORGANIZATION**

Conservancy hereby covenants that the Conservancy will take all actions required to maintain and the Conservancy will not take any actions that would threaten the Conservancy's status as a 501 (c)(3). Failure to maintain status as a 501 (c)(3) will be considered a material breach of this Agreement and thus subject to cancellation, as set forth in Section 12.36 of this Agreement.

**15.0 CONSERVANCY'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 Nonprofits to complete the Charitable Contributions Certification, Exhibit K, County seeks to ensure that all County Nonprofits which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Nonprofit 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).

**16.0 SURRENDER OF PREMISES**

Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Conservancy shall peaceably vacate the Nature Center and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted,

subject to the right of County to demand removal thereof to the extent that Paragraph 4.6 hereinbefore may be applicable thereto.

**17.0 TAXES AND ASSESSMENTS**

**17.1** The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Conservancy 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 Nature Center Premises and any improvements located thereon.

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

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

Failure of Conservancy to maintain compliance with the requirements set for in Paragraph 13.0, Conservancy's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provisions of this Agreement, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Foundation, pursuant to County code chapter 2.206.

**19.0 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE**

This Agreement is subject to the provisions of 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.

**20.0 GREEN INITIATIVES**

Conservancy shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Conservancy shall

purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Conservancy's products prior to their use.

**21.0 ENTIRE CONTRACT**

This document and the Exhibit(s) attached hereto constitute the entire contract between County and the San Gabriel Mountains Regional Conservancy for the Operation of the Santa Fe Dan Nature Center. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to this Contract. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Section 9.0, Changes Notices and Amendments, and signed by both parties.

**22.0 AUTHORIZATION WARRANTY**

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

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

**COUNTY OF LOS ANGELES**

By _____
Russ Guiney, Director
Department of Parks and Recreation

**San Gabriel Mountains Regional Conservancy**

By _____, PH.D.
Title - President
PRESIDENT / BOARD OF DIRECTORS

**APPROVED AS TO FORM:**
RICHARD D. WEISS

Acting County Counsel

By _____
Christina A. Salseda, Principal Deputy

Corporate - Single

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

On this **30TH** day of **September**, **2014**, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared **Ann Croissant**, as the **President of the Board of Directors** of **the San Gabriel Mountains Regional Conservancy** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

**WITNESS** my hand and official seal.

**Dean C. Logan**
**Registrar-Recorder/County Clerk**
**County of Los Angeles**

By _____
Deputy County Clerk

# **EXHIBIT A**

SCOPE OF SERVICES

1. Conservancy shall maximize the use of display cases, wall-mounted cabinets, touch tables, computer terminals, and other public access areas to provide patrons with a variety of learning experiences. The theme of all displays within the Nature Center shall be changed annually. In addition, a revolving display section, shall be changed monthly and by mutual agreement between the Conservancy and the Park Superintendent. In addition to fixed displays, Conservancy shall provide management of "live, small animal displays." (i.e. small animals, reptiles and insects).

2. Conservancy shall conduct six outreach programs per year to include local school districts and five (5) community program organizations through promotional flyers, and other means of communication to provide information regarding the Nature Center, and inform them of the programs and learning opportunities offered through the Nature Center. Conservancy shall make an annual list of its contacts and submit the contact list annually to the Park Superintendent.

3. Conservancy shall conduct a minimum of one (1) field trip per month during the school year to provide school age children with exposure to the Nature Center and its natural habitat area surrounding the Nature Center.

4. Conservancy shall recruit a minimum of three (3) new on-site volunteers per year. In addition, train and utilize (1) docent naturalists each year to conduct walks and programs at the Nature Center and natural areas. In addition, Conservancy shall provide and make available programs/brochures for self guided tours (i.e., historical and plant information).

5. Conservancy shall conduct a minimum of one monthly on-site educational session on nature-related subjects. The theme of the sessions will be mutually agreed upon by the Conservancy and the Park Superintendent.

6. Conservancy shall conduct a minimum of two (2) clean-up events per year to promote a greater understanding of caring for the environment. The clean-up shall include the trails and the 400 acres surrounding the natural area. In addition, the clean-up shall include non-native (weed) removal and litter in natural habitat areas.

7. Conservancy shall prepare and make available a self guided nature trail brochure and map for the public, materials shall include such topics as nature trails, natural history, bird and plant lists, and potential outdoor hazards.

**EXHIBIT A**

SCOPE OF SERVICES

8. Conservancy shall meet with the Park Superintendent monthly to discuss the schedule of activities and programs for the subsequent month and collaborate on goals and objectives for the Nature Center.

9. Conservancy shall provide the Park Superintendent with a report indicating related activities of the Nature Center on an annual basis, due by December 31st. The report shall include outreach efforts, programs conducted, and statistical data on the number of patrons who visited the Nature Center.

# EXHIBIT B

# DEPARTMENT OF PARKS & RECREATION
# AND
# ARMY CORPS OF ENGINEERS
# MASTER LEASE

CHIEF ADMINISTRATIVE OFFICER
COUNTY OF LOS ANGELES
713 HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012
974-1101

December 19, 1975

HARRY L. HUFFORD
CHIEF ADMINISTRATIVE OFFICER

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

MEMBERS OF THE BOARD
BAXTER WARD
CHAIRMAN
PETER F. SCHABARUM
KENNETH HAHN
EDMUND D. EDELMAN
JAMES A. HAYES

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Hall of Administration

10 DEC 30 1975

LARRY J. MONTEITH
EXECUTIVE OFFICER

Gentlemen:

LEASE AGREEMENT FOR THE
SANTA FE DAM RECREATION AREA

On November 12, 1975, the Board, on motion of Supervisor Schabarum, approved my report which proposed the concept of financing the County's share of development costs of the Santa Fe Dam Recreation Area on a deferred basis with the U.S. Army Corps of Engineers. My office was instructed to explore the deferred financing approach in detail with the Corps and to report back to the Board.

The Department of Parks and Recreation, County Counsel and my office have negotiated an agreement with the Army Corps of Engineers which provides that the Corps will construct approximately $4 million in recreational improvements and lease them to the County. The County's obligation to the Corps will be satisfied by making annual lease rental payments for a twenty-year period. The agreement also provides for a fifty-year operational lease on the 722 acres of Federal property located within the Santa Fe Flood Control Basin and is similar to that for the Whittier Narrows Recreation Area.

The recreational development will be consistent with the General Development Plan as shown on Exhibit C of the attached proposed lease and will consist of 30 acres of picnic area, a 20-acre lake with a swimming beach, nature center building, and parking for 500 cars.

The lease provides that the County will pay $100,000 annually in advance plus interest at 5.116 percent of the unamortized portion of one-half of the cost of the recreational improvements which is now estimated at $4 million. The first year lease payment (principle only) is estimated to be $100,000. The second year lease payment (principle and interest) is estimated at $197,204. Each subsequent payment will be reduced as the local share of development is amortized.

If the Board adopts a formula for dividing recreational funding by district, the lease obligation would be applied against the First District allocation. The Department of Facilities has advised that the lease rental rate is less than the fair rental value of the recreational improvements being leased to the County.

This lease agreement has the full support of local U.S. Army Corps of Engineers' officials; but since it differs from previous Corps policies, it will have to be approved by the Secretary of the Army. Should further modifications be required by the Secretary, we will report back to the Board.

The Army Corps of Engineers has completed an environmental assessment to comply with the National Environmental Policy Act (NEPA). A negative declaration for this project has been prepared and the Department of Parks and Recreation has concluded that this lease will have no significant impact on the environment. A copy of the negative declaration is attached.

THEREFORE, IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached negative declaration and find that there is no significant effect on the environment.

2. Approve and the Chairman be instructed to sign the attached fifty-year lease agreement with the U.S. Army Corps of Engineers which has been approved as to form by County Counsel.

3. Approve and the Chairman be instructed to execute the Assurance of Compliance with the Department of Defense Directive under Title VI of the Civil Rights Act of 1964 attached to the lease as Exhibit E.

4. Instruct the Executive Officer-Clerk of the Board of Supervisors to forward the agreement to the local District Engineer for processing to the Secretary of the Army.

Very truly yours,

HARRY L. HUFFORD
Chief Administrative Officer

HLH:WAL
RVH:tlg
Attachments
cc: Each Supervisor
County Counsel
Director of Facilities
Director of Parks and Recreation
U.S. Army Corps of Engineers

X 36780

DEPARTMENT OF THE ARMY
LEASE
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
SANTA FE FLOOD CONTROL BASIN
LOS ANGELES COUNTY, CALIFORNIA

NO. DACW09-1-76-72

THE SECRETARY OF THE ARMY hereinafter sometimes referred to as the "GOVERNMENT" under authority of Section 4 of Act of Congress approved 22 December 1944, as amended (16 U.S C. 460d), and the Federal Water Project Recreation Act, 79 Stat. 214 (16 U.S.C. 460L-13) hereby grants to the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter called the "COUNTY", a lease without monetary consideration for a period of fifty (50) years commencing on 4 May, 1976, and ending on 3 May, 2026, to use and occupy approximately 835.77 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Santa Fe Flood Control Basin Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", numbered 157-K-42.1, dated 25 June 1971, for public park and recreational purposes and described in Exhibit "B", legal description dated, 23 December 1975, File 157-K-42.1, both exhibits being attached hereto and made a part hereof.

Construction of the Santa Fe Flood Control Basin (hereinafter called the "Project") was authorized by the Flood Control Act approved 22 June 1936, (Public Law 738, 74th Congress); and

The County is authorized to administer the leased premises, both land and water areas for recreational purposes, and operate, maintain and replace facilities provided for such purposes and is empowered to contract for such purposes, and is empowered to contract in these respects; and

The Government is authorized by the Flood Control Act of 1944, Section 4, as amended (16 U.S.C. 460d), to enter into leases with non-Federal

public bodies for development, management and administration of the recreation resources of Federal water resources projects.

THIS LEASE is granted subject to the following conditions:

1. The County shall conform to such regulations as the Government may issue to govern the public use of the project area, and shall comply with the provisions of the above cited Act of Congress. The County shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Government or with provisions of the above cited Act of Congress.

2. LANDS AND FACILITIES

(a) The Government has designed and constructed and operates the Project to provide for optimum enhancement of general recreation consistent with other authorized Project purposes. The improvements to be constructed are shown on the Santa Fe Dam Recreational Area General Development Plan (GDP) for the Project, as concurred in by the County and incorporated herein by reference as Exhibit "C".

(b) The Government in cooperation with the County has prepared a mutually acceptable GDP which depicts and identifies the types and quantities of facilities which the Government will construct in accordance with the terms of this lease. The presently estimated cost of facilities to be so provided is contained in Exhibit "D" entitled "Estimated Separable Recreation Costs", attached hereto and made a part hereof. Such estimate of facility cost will be subject to reasonable adjustment as appropriate upon completion of construction.

(c) Title to all lands and facilities developed or constructed by or with Government assistance to enhance the recreation potential of the premises shall at all times be in the United States.

(d) The performance of any obligation or the expenditure of any funds by the Government under this lease is contingent upon Congress making the necessary appropriations and funds being allocated and made available for the work required hereunder.

(e) The County shall make annual installment payments for its share of the cost of initial recreation development for that 20 year period commencing upon completion by the Government of the said improvements for general recreation and the delivery of possession of the said facilities to the County's Director of Parks and Recreation for the County's use and benefit.

(f) The facilities as shown in Exhibit "D", which may be adjusted in accordance with condition 2(b) above, shall be constructed jointly by the parties through mutually satisfactory division of responsibility for construction which takes into account direct and indirect cost savings which may be gained by the parties in the public interest for certain specific facilities, provided, that the facilities to be constructed by each party shall be formally agreed upon by the two parties prior to construction, consistent with the provisions of Condition 3.

3. COST AND PAYMENT.

(a) Initial Development. The cost of initial recreation development is estimated to be $4,000,000.

(b) The County hereby agrees to make annual installment payments as follows:

(1) One hundred thousand dollars ($100,000) annually in advance for twenty years together with 5.116 percent of the unamortized portion of one half of the cost of initial recreation development.

(2) This annual installment payment will be recomputed by the parties upon completion of construction and the actual cost incurred has been determined. The County's annual installment payment will be increased or decreased depending on whether the actual construction costs are greater

or less than the estimated $4,000,000. The annual Installment payment will be adjusted so that County pays one-twentieth (1/20th) of 50% of the actual cost of the recreational improvements together with interest computed as set forth above.

(3) It is understood and agreed that the construction costs shall include the actual costs to the Government of the work included in the Government construction contract and on the basis of unit prices in the Government contract and final quantities covering labor, materials, and equipment required for the work under the Government construction contract plus costs for engineering, design, supervision and administration.

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(4) The first annual installment payment shall be due and payable within thirty (30) days after the County is notified in writing by the Government that the facilities are available for useful operation. Each subsequent annual installment payment shall be due and payable to the Treasurer of the United States within thirty (30) days of the yearly anniversary date of such notice. Said payments shall be made upon submission of a claim for each payment to the County Auditor of County by the date of each annual payment.

(5) The County warrants that its general tax revenues shall be made available and utilized to fulfill its obligation relative to said annual installment payments.

(c) Future Development. Neither party is obligated by this lease to undertake any future development of the premises, except to the extent this lease may be so modified by future supplemental agreement signed by the parties and approved by the Government. If at any time the County wishes to undertake further development of the premises, it may do so at its expense provided prior approval of the Government is obtained, but the Government shall not be obligated to reimburse the County for any portion of such expense in the absence of a supplemental agreement hereto as aforesaid.

(d) Other Federal Funds. No credit against the annual installment payments of any kind whatsoever will be allowed the County for expenditures financed by, involving, or consisting of, either in whole or in part, contributions or grants of assistance received from any Federal agency in providing any lands or facilities for recreation enhancement hereunder.

4. CONSTRUCTION AND OPERATION OF ADDITIONAL FACILITIES.

Certain types of facilities, including but not necessarily limited to restaurants, lodges, golf courses, cabins, clubhouses, overnight or vacation type structures, stables, marinas, swimming pools, and such similar revenue producing facilities, may be constructed by the County

or by third parties on a concession basis. Any such construction and operation of these types of facilities shall be compatible with all Project purposes and shall be subject to prior approval of the Government. However, the County shall not receive credit for costs of such facilities against the annual installment payments due and payable under condition 3 of this lease.

5. FEES AND CHARGES

(a) The County may assess and collect fees for entrance to developed recreation and fish and wildlife areas and for use of the premises in accordance with a fee schedule mutually agreed to by the parties. Not less often than every five years, the parties will review such schedule and, upon the request of either, renegotiate the schedule. The renegotiated fee schedule shall, upon written agreement thereto by the parties, supersede any existing fee schedule without the necessity of modifying this lease.

(b) The County and its sublessees may conduct such revenue-producing activities as are within the scope of condition 4 above. Except for timber salvaged and sold by the County when in the way of construction, all sales of forest products will be conducted by the Government and the proceeds therefrom shall not be available to the County under the provisions of this lease. Non-price supported crops may be cultivated either directly, or on a share-cropping basis to the extent the crop is required to provide food and habitat for wildlife. The Government reserves the right to lease lands covered by this instrument for agricultural or grazing purposes, unless the enhancement of the fish/wildlife habitat is essential to the conservation and development of the premises by the County. In the latter event, the sublease will be approved in writing by the Government. The County will reserve at least one area at which access to the Project may be reached without imposition of fees of any kind. No

facilities need be provided at this area by the County, but normal maintenance and clean-up will be provided.

(c) The rates and prices charged by the County or its grantees for revenue-producing activities shall be reasonable and comparable to rates charged for similar goods and services by others in the community and on the reservoir. The Government shall have the right to review such rates and prices and require an increase or reduction where it finds the objective of this condition has been violated.

(d) All monies received by the County from operations conducted on the premises including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the County for the administration, maintenance, operation and development of the premises. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the Government at the end of each 5-year period. The County shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the Government, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the County. The Government shall have the right to perform audits of the County's records and accounts, and to require the County to audit the records and accounts of third party concessionaires, and furnish the Government a copy of the results of such an audit.

6. FEDERAL AND STATE LAWS.

(a) In acting under its rights and obligations hereunder, the County agrees to comply with all applicable Federal and State laws and regulations, including but not limited to the provisions of the Davis-Bacon Act (40 U.S.C. 276 a-a (7)); the Contract Work Hours and Safety Standards

Act (40 U.S.C. 327-333); and part 3 of Title 29, Code of Federal Regulations.

(b) The County furnishes, as part of this lease, the assurance that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, a copy of which is attached and marked Exhibit "E". The County agrees also that it will obtain such assurances from all its concessionaires.

(c) The County furnishes as part of this lease the assurance that it will comply with Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646).

7. OPERATION AND MAINTENANCE.

(a) The County shall be responsible for operation, maintenance and replacement without cost to the Government, of all facilities developed on the premises for recreation opportunities. As used in this lease, the term "replacement" shall be construed to mean the replacement in whole or in part of any structure or improvement so worn or damaged by any cause as to no longer adequately serve its designed function with normal maintenance. The County shall maintain all lands, waters and facilities on the premises in a manner satisfactory to the Government. If any other property of the Government is damaged or destroyed by the County incident to the exercise of the privileges herein granted it shall be promptly repaired or replaced by the County to the satisfaction of the Government.

(b) The Government or its assignees will operate and maintain those lands, structures, and facilities such as but not limited to the inlet structure, outlet works, service roads and any facilities required for control and regulation of waters passing through the Project.

(c) All structures shall be constructed and landscaping accomplished in accordance with plans approved by the Government. Further, the County shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

(d) The right is reserved to the Government, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with flood control, and the County shall have no claim for damages of any character on account thereof against the Government or any agent, officer or employee thereof and make inspections concerning the operation and maintenance of the lands and facilities provided hereunder.

(e) The Government shall at all times have the right to make inspections concerning the operation and maintenance of the lands and facilities to be provided hereunder.

(f) The County shall be guided by an annual plan of operation and maintenance in furtherance of the GDP attached hereto as Exhibit "C". On or before the anniversary date of the lease each year, the parties shall agree on the annual plan which shall include but is not limited to the following:

(1) Plans for management activities to be undertaken by the County including improvements and other facilities to be constructed thereon in accordance with the lease.

(2) Report of the management, maintenance and development accomplishments of the County for the preceding year.

(3) Significant modifications of policies or procedures which have developed or are to be applied.

(4) Minor modifications to the GDP (major modifications to be accomplished by amendment of the GDP).

8. RELEASE OF CLAIMS.

(a) The Government and its officers and employees shall not be liable in any manner to the County for or on account of damage caused by the development, operation, and maintenance of the general and fish and wildlife recreation facilities on the premises. The County hereby releases the Govenment and agrees to hold it free and harmless and to indemnify it from all damages, claims, or demands that may result from development, operation and maintenance of the general and fish and wildlife recreation areas and facilities, except with respect to those functions reserved to the Government under conditions 7 (b) and 7 (d) and as provided in Section 9 of P. L. 93-251.

(b) That at the time of the commencement of this lease, the County will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of $100,000.00 per person in any one claim, and an aggregate limit of $300,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and $150,000.00 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the County under the terms of this lease.

9. TRANSFER OR ASSIGNMENT

The County shall not transfer, assign or sublet this lease nor any rights acquired thereunder, nor grant any interest, privilege or license whatsoever in connection with this lease without the approval of the Government except as provided in condition 4 of this lease.

10. DEFAULT

In the event the County fails to meet any of its obligations under this lease, the Government may terminate the whole or any part of this lease. The rights and remedies of the Government provided in this condition shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease. However it is agreed that any breach by the County in making the annual installment payments as provided for in Conditions 2(e) and 3 or in the operation and maintenance of the premises as provided in Condition 7 shall not subject the County to liability in any one fiscal year for any such breach or damages greater than the annual installment payment and/or for the operation and maintenance for the fiscal year in which the breach occurs. No breach on behalf of County shall cause any accelleration of annual installment payments not already due at the time of the breach.

11. EXAMINATION OF RECORDS.

The Government and the County shall maintain books, records, documents, and other evidence pertaining to costs and expenses incurred under this lease, to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature involved therein. The Government and County shall make available at their offices at reasonable times, the accounting records for inspection and audit by an authorized representative of the parties to this lease during the period this lease is in effect.

12. RELATIONSHIP OF PARTIES.

The parties to this lease act in an independent capacity in the performance of their respective functions under this lease and neither party is to be considered the officer, agent, or employee of the other.

13. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this lease, nor to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

14. COVENANT AGAINST CONTINGENT FEES.

The County warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or in its discretion to add to the annual installment payment an amount sufficient to recover the full amount of such commission, percentage, brokerage, or contingent fee.

15. ENVIRONMENTAL QUALITY.

(a) In furtherance of the purpose and policy of the National Environmental Policy Act of 1969 (Public Law 91-190, 42 U.S.C. 4321, 4331-4335) and Executive Order 11514, entitled "Protection and Enhancement of Environmental Quality," March 5, 1970 (35 Federal Register 4247, Mar. 7, 1970) the Government and the County recognize the importance of preservation and enhancement of the quality of the environment and the elimination of environmental pollution. Actions by either party will be after consideration of all possible effects upon the project environmental resources and will incorporate adequate and appropriate measures to insure that the quality of the environment will not be degraded or unfavorably altered.

(b) During construction and operation undertaken by either party, specific actions will be taken to control environmental pollution which could

result from their activities and to comply with applicable Federal, State, and local laws and regulations concerning environmental pollution. Particular attention should be given to (1) reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases and smoke from temporary heaters; (2) reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion; (3) minimization of noise levels; (4) on - and offsite disposal of waste and spoil activities; and (5) prevention of landscape defacement and damage.

16. That upon the commencement of this lease the parties hereto shall cause to be made an inventory of all improvements constructed in whole or in part with Federal funds under the terms of the lease. From time to time there shall be added to said inventory such additional improvements as may be constructed pursuant to condition 3(c) of this lease. Facilities constructed pursuant to condition 4 of this lease shall not be added to the inventory. The inventory of improvements shall include descriptions and drawings sufficient to permit their identification and condition, and to replace them if required during the term or on the expiration or termination of this lease. Said inventory and all amendments thereto shall be approved in writing by authorized representatives of the parties hereto and shall thereupon become a part of this lease as if originally annexed.

17. This lease is subject to all existing easements, and easements subsequently granted, for roadways, and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the County and easements will not be granted which will interfere with developments, present or proposed, by the County.

18. The areas made available to the County for public park, recreational, and incidental purposes by this lease, and any additional areas

to be made available to it from time to time shall be known as the "Santa Fe Dam Recreational Area," and said areas shall hereinafter be referred to as the "recreational areas."

19. The County shall maintain all side drainage through the premises to the San Gabriel River channel, and other unnamed channels, and shall maintain all areas to prevent floating debris of any kind, and may make and enforce such rules and regulations as are necessary and within its legal authority, in exercising the privileges granted and the obligations imposed by this lease, provided that such rules and regulations are not inconsistent with those prescribed by the Government to govern the public use of the premises.

20. The County shall have the right to construct and maintain upon the premises such buildings, improvements, facilities, accommodations, fences, directional and information signs, and other structures as may be necessary for the purposes of this lease, and may plant seeds, shrubs, and trees, provided that all such structures shall be constructed and the landscaping accomplished in accordance with such designs and at such locations as have been approved in advance, in writing, by the said Government. It is understood that no permanent type of recreation building or accessory facilities shall be erected on the lands below 25-year flood frequency elevations. Open type structures may be erected above 25-year flood frequency elevations and closed-type structures may be constructed above the 50-year flood frequency elevation upon written approval of plans and specifications of such structures by the said Government. (Flood frequency elevations to be determined by the Government.)

21. For the purpose of maintaining attendance records, the County shall obtain public use visitation data pertaining to the premises. The collection of such visitation data shall be accomplished by on-site surveys and by use of mechanical traffic counters, supplemented by information ob-

tained from other reliable sources. The County shall submit this data to Government by the 10th day of each month following the month being reported on, in accordance with procedures outlined in instruction manual "Procedures for Obtaining Public Use Visitation Data at Civil Works Projects," dated 3 December 1962, or subsequent revisions thereof.

22. The County shall not permit on the premises gambling or any games of chance, or install or operate, or permit to be installed or operated, any devices or concessions which, in the opinion of the Government, are contrary to good morals or are otherwise objectionable.

23. No human habitation will be permitted on the premises. This will not be construed to prohibit the County from providing properly designed and approved guard stations for night watchmen or other patrol men.

24. EFFECTIVE DATE

This lease shall take effect upon approval by the Secretary of the Army or his authorized representative.

25. All notices to be given pursuant to this lease shall be addressed as follows:

TO COUNTY:

County of Los Angeles
Department of Parks and Recreation
155 West Washington Boulevard,
Los Angeles, California 90015

TO GOVERNMENT:

The District Engineer
U. S. Army Engineer District, Los Angeles
Corps of Engineers
P. O. Box 2711
Los Angeles California 90053

or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly

sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the Assistant Secretary of the Army this 4th day of May, 1976.

Gordon M. Hobbs
Assistant for Real Property
OASA (I&L)

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 20th day of April, 1976.

THE COUNTY OF LOS ANGELES

By _____
Chairman of the Board of Supervisors

ATTEST: JAMES S. MIZE
Executive Officer and Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM

JOHN H. LARSON, County Counsel

By _____
Division Chief

3-2-76

CERTIFICATION

John H. Larson, as Chief Legal Officer for the County of Los Angeles, State of California hereby certifies that Baxter Ward, Chairman of the Board of Supervisors of the County of Los Angeles executed the foregoing lease agreement within the scope of his authority to act on behalf of the County of Los Angeles, State of California, and that in the capacity of Chief Legal Officer for the County of Los Angeles, State of California has considered the legal effect of Section 221 of the Flood Control Act of 1970 (42 U.S.C. 1962 d 5b) and finds that the County of Los Angeles, State of California is legally capable of entering into the contractual obligations contained in the foregoing lease agreement and that, upon acceptance, it will be legally inforceable.

Given this [illegible] day of [illegible] 1976.

JOHN H. LARSON
County Counsel
County of Los Angeles

By [signature]
Terry C. Smith, Chief
Property Division

TCS:mpb
3-2-76

# EXHIBIT C

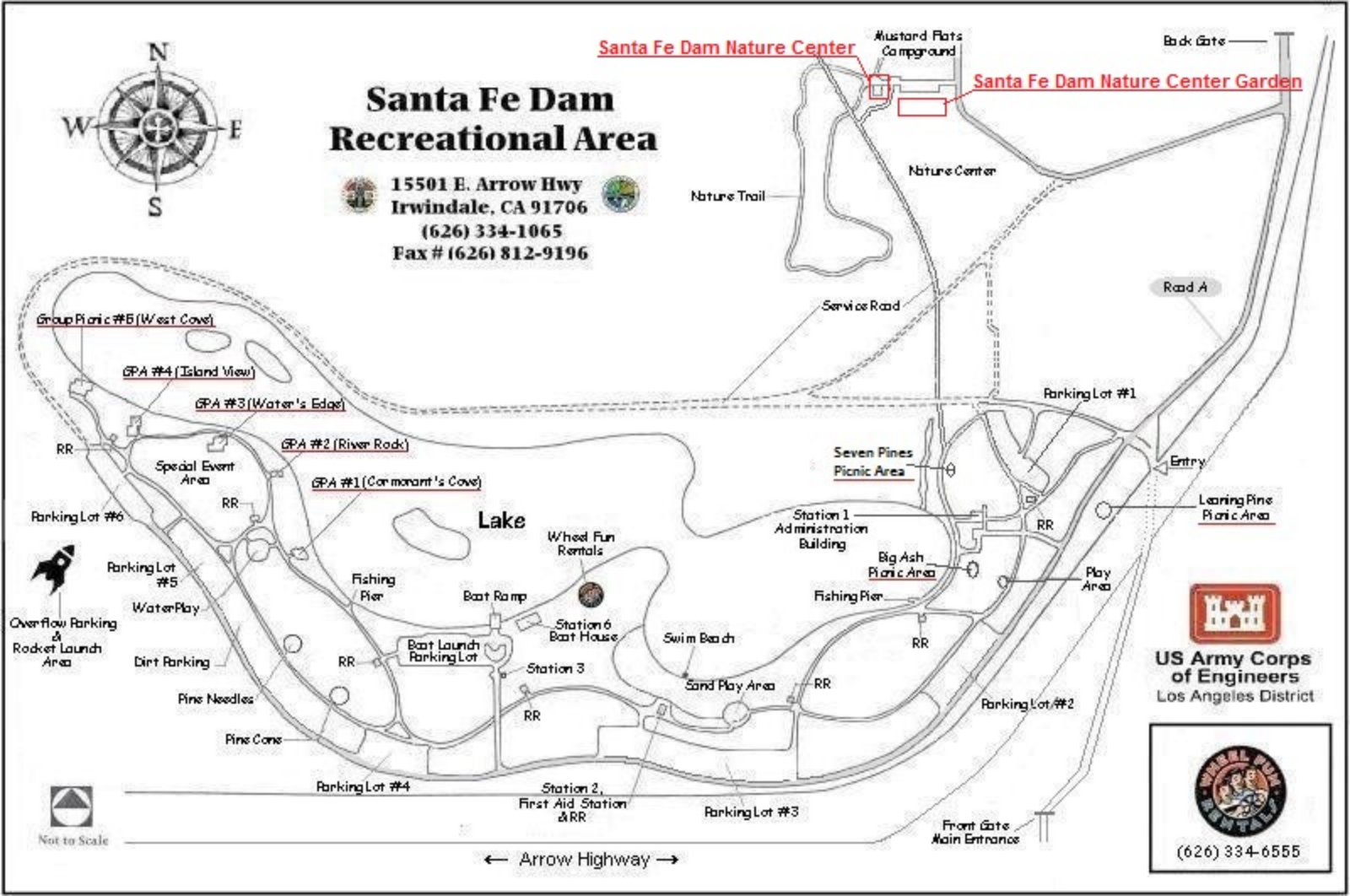
# MAP

# DEMISED PREMISES

## SANTA FE DAM NATURE CENTER

# Santa Fe Dam Recreational Area

15501 E. Arrow Hwy
Irwindale, CA 91706
(626) 334-1065
Fax # (626) 812-9196



# EXHIBIT D-1

## L A COUNTY INVENTORY
## SANTA FE DAM NATURE CENTER
## OCTOBER 2014

(1) Mop & (1) Bucket

(4) Water Hoses – 2 Green; 1 Red; 1 Black

(1) Concrete Picnic Table {Outside of Bldg.}

(1) Trash Container – 3gal

(1) Three Panel (triptych) Painting of the Alluvial Fan Sage Scrub Habitat at Santa Fe Dam

(1) 20’ x 10’ Wood/ Glass Display Case {Attached to wall}

(1) 1 ½’ x 1 ½’ Santa Fe Dam Nature Center Sign w/County Logos – Outside of Bldg.

(7) 2 ½’ x 3’ Santa Fe Dam Nature Center Sign w/ Info. -Outside of Building

(2) Fire Extinguisher – Inside of Bldg. (Department Issued)

(2) Old Broom, Hotel 18” Corn Sewed

(2) Shears, Hedge, 10” Blade

(3) Loppers

(3) Hoe, Garden

(5) Rake, Leaf, 24” Polly Steel

(1) Shrub Rake

(1) Double Hole Digger

# EXHIBIT D – 2

SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY
SANTA FE DAM NATURE CENTER INVENTORY
OCTOBER 2014

(1) 3 ½' x 3' Wood Sign w/ Names of Various Flower Case – Inside Bldg.
(5) Brown Chairs with handles
(5) Blue Chairs with handles and wheels
(1) Fan (Honey Well portable fan) S# 034-03989-000
(1) Computer Chairs (Grey) – Different Styles
(5) Fold-Up Tables (table sizes from 4' to 6')
(1) Refrigerator [Kelvinator]
(1) Black Computer Chair
(1) Microwave Oven
(1) 2' x 4' White Board (S# ZE-8069113616)
(1) Large Wooden Desk w/ (1) Full/Floor size Office Copy Machine and (1) Summit Award
(1) 2'x2' Wood Computer Shelf
(1) Quail Cage
(1) Bobcat Cage (1) EPSON Printer/Scanner (S# ENHK277887)
(1) Pair of Speakers LC-693 Multimedia
(1) Dell CPU Opti-Plex S#D086685
(1) Diamond Tron Monitor (S# 905512515)
(1) Compaq Keyboard (S# BOB930B39FPA)
(2) Microsoft Mouse
(1) Metal Two Drawer File Cabinet and (1) Large Recycle Bin (outside door)
(1) Coffee Maker
(1) First Aid Kit
(2) Cloth Soft Board 3'x3'½ 2'x3'
(6) Jim Whitley Bird Carvings
(1) Assorted Snake and lizard sheddings and other natural "found" objects from the area
(1) Bird nest
(1) Quail display w/ nest
(1) Bobcat stuffed
(1) Vodavi Communication Sum Phone (S# SSB104996)
(1) Metal Box Display Case (S# 001113)
(2) Mitsubishi Diamond Plus 73 14" Monitors (S# 0452465YA)
(1) Dell Optiplex CPU (S# D08556)
(1) Surge Plug
(1) 2' x 2' Glass / Metal Display, and (1) large collection of manos, metates, and pottery
(2) Skeleton Heads
(1) 3 ½' X 4' Wood Shelf and (8) paintings and posters
(1) "Open" Flag Sign – in process of replacement w/ new flags and banners
(1) Pamphlet Rack and (1) Movable Cart for Displays and (1) Large Granary w/ metal stand
(1) Geology formation, "San Gabriel Valley with Common Rocks"
(1) Large collection of rocks and minerals of the San Gabriel Valley
(5) Shelves w/ book and materials display
(1) Wall Clock
(1) Glass Display Kit and Case – On Loan from S.G.V. Mosquito and Vector Control

# EXHIBIT D – 2

SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY
SANTA FE DAM NATURE CENTER INVENTORY
OCTOBER 2014

## BOOKS (DISPLAY)

1. First Field Guide / Insects, National Audubon Society
2. Field Guide to N. American Wild Flowers
3. An Introduction to S. Calif. Birds, Herbert Clarke
4. Insects of the L.A. Basin, Charles Hogue
5. Explore the World Using Protozoa, Anderson & Druger, ED.
6. Rocks & Minerals, Eyewitness Books
7. The San Gabriels, John Robinson
8. Birds of the Santa Fe Dam Nature Center, Lou Orr Photos
9. Birds of the " " " " Natural Area, Lou Orr Photos
10. Re Connecting the San Gabriel Valley, Brown, Delgado, Stevens, sung
11. San Gabriel Mountains Regional Conservancy, Facts & Information- Compiled Notebook w/ copy of the Reconnecting Study sponsored by SGMRC
12. Butterfly Photos Santa Fe Dam Nature Center, Lou Orr
13. Rattlesnake Photos, Steve Chavoosian
14. The Gabrielinos, Bruce Miller
15. A Step by Step Book About Snakes, Robert Anderson
16. Yearly Journal/Diary, Daily Reminder

# EXHIBIT D – 2

SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY
SANTA FE DAM NATURE CENTER INVENTORY
OCTOBER 2014

## SGM BOOKS

- Zoo Books "Bears"
- Now You Know Many Animals
- Capitan Tlaloc
- Juan Bautista de Anza – Map Supplement California
- Now You Know Animal Coverings
- Environmental Education
- Vuelo
- The Dell Encyclopedia of Birds
- Trees and Shrubs for Dry California Landscapes
- Birds
- Call of the Mountains
- Western Garden Book
- Plant Communities of Southern California
- Now and Then
- Saving Open Space (VHS Video)
- Deer growing up in the Wild
- LA CO Court Documents
- Environmental Initiatives

## BINDERS

- Rivers and Mountains Conservancy Workshop
- Public Capital Finance
- Sepulveda Basin East Landscape Improvements
- Eaton Canyon Docent Training 2004
- City of Agoura Hills

## BOOKS

- Storm Water: Asset Not Liability
- An Island Called California
- A World of Watchers
- How to Attract Birds
- Plant Search [brochure]
- Welcome to Our Guide
- Aquatic Project Wild
- The California Garden
- Day Hiker's Guide to California's State Parks
- The Botanical Gardens at the Garden
- Juan Bautista De Anza

# EXHIBIT E

## LICENSEE'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY
Licensee's Name

PO BOX 963, GLENDORA, CA 91740
Business Address

# 95-4702549
Internal Revenue Service Employer Identification Number

## GENERAL

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

## LICENSEE'SCERTIFICATION

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

Name (please print or type) ANN CROISSANT, PH.D.

Title of Signer (please print or type) PRESIDENT / BOARD OF DIRECTORS

Signature Ann Croissant Date 9-30-14

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.

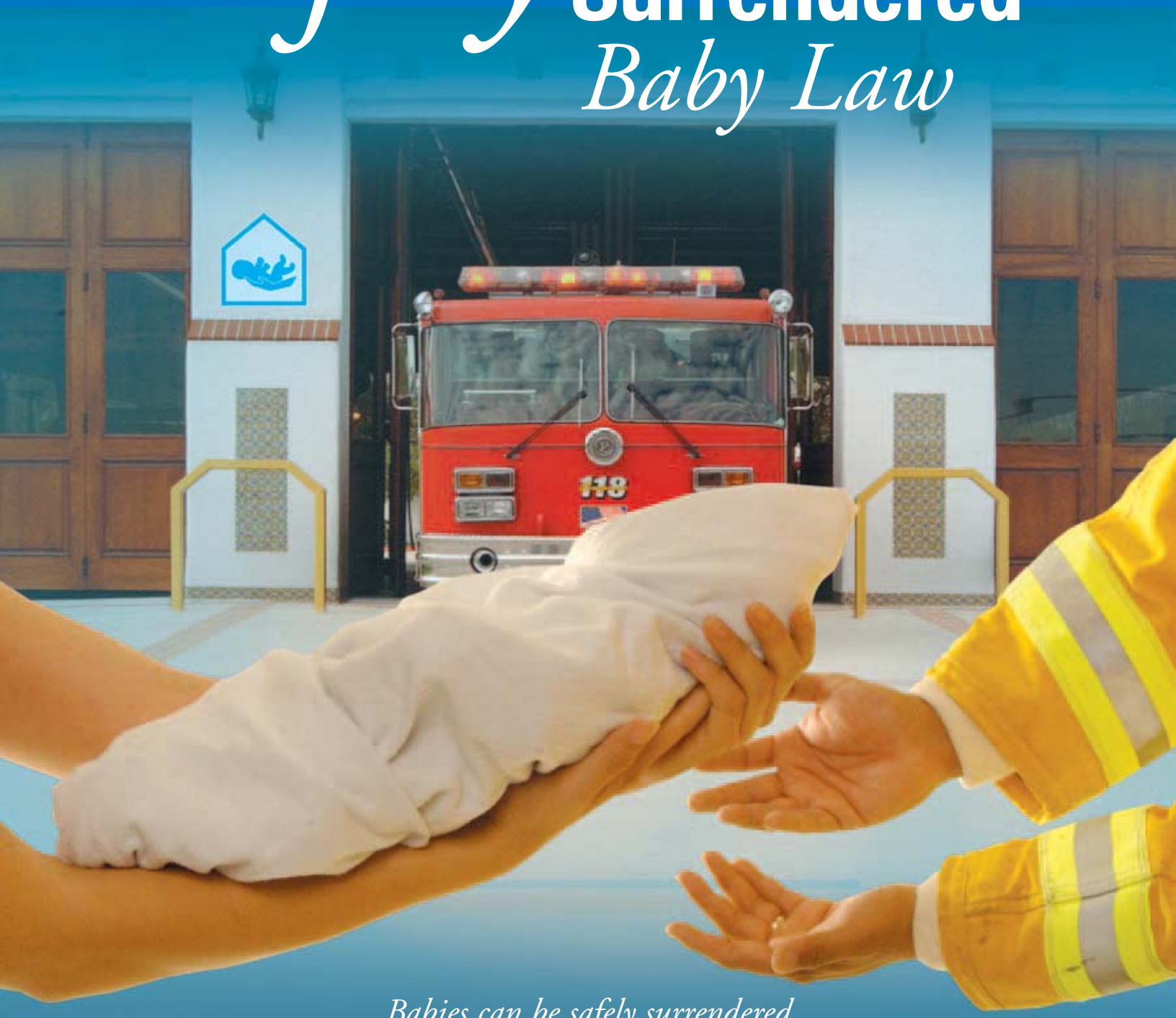
### How Will My Employees Know If They Can Claim the EIC?

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 *Baby Law*




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

**No shame. No blame. No names.**

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

**www.babysafela.org**

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.

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

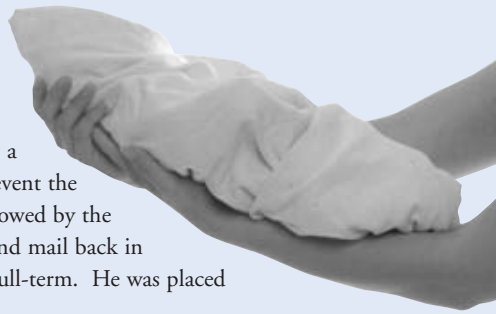
## What happens to the parent or surrendering adult?

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

## Why is California doing this?

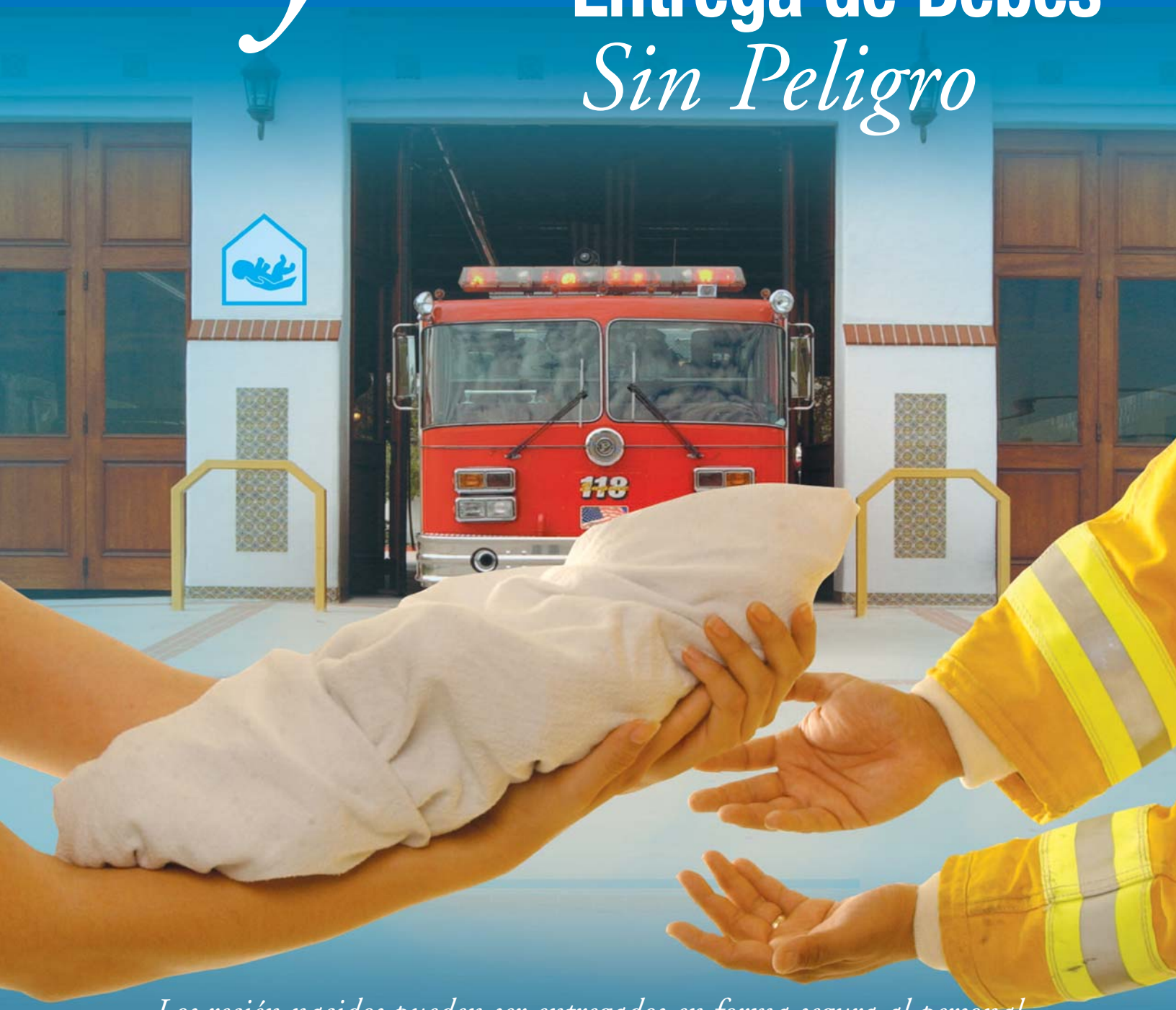
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

## *A baby's story*



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

# *Ley de* Entrega de Bebés *Sin Peligro*




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

**Sin pena. Sin culpa. Sin nombres.**

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

**www.babysafela.org**

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.

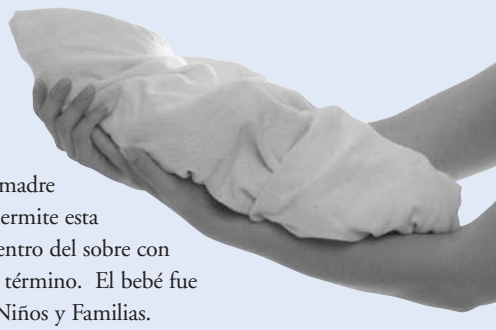
## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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 H

# CONTRACTOR CONFIDENTIALITY CERTIFICATION

LICENSEE/CONTRACTOR NAME San Gabriel Mts. Regional Conservancy
Contract No._____

## GENERAL INFORMATION:

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

## CONTRACTOR ACKNOWLEDGEMENT:

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

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

## CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Ann Croissant DATE: 9/30/14

PRINTED NAME: Ann Croissant

POSITION: President / Board of Directors

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

**EXHIBIT I**

# SANTA FE DAM
# PATRON COMPLAINT / ISSUE FORM

Person completing form:

Date: _____

Name: _____

Address: _____

_____

Telephone No.: (_____) _____

Email: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Reviewed by: _____ Date: _____

# EXHIBIT J

# DOCENT TRAINING & PROTOCOL

Santa Fe Dam Nature Center
November 2014

SAN GABRIEL MOUNTAINS
REGIONAL CONSERVANCY

LA COUNTY SANTA FE DAM NATURE CENTER

# DOCENT TRAINING & PROTOCOLS

**Name:** _____

**Signature:** _____

**Training:** _____

**Date:** _____ **Place:** _____

* * * * * * * * *

**Repeat/Updated Trainings:** _____

SANTA FE DAM Natural Area / NATURE CENTER, Irwindale, CA
County of Los Angeles Santa Fe Dam Regional Park
15501 E. Arrow Highway, Irwindale, CA 91706

(Note: County LA Parks & Rec Land and Buildings Leased from US Army Corps of Engineers)

## Table of Contents

DOCENT TRAINING & PROTOCOLS ..... 3
*I. Essentials for Nature Center Training* ..... 3
*II. Essentials for Park Understandings* ..... 4
*III. Essentials for SGMRC Understandings* ..... 5
YEARLY CERTIFICATION of DOCENTS & TRAIL/NATURE GUIDES ..... 6

## DOCENT TRAINING & PROTOCOLS

*I. Essentials for Nature Center Training*

Include, but not are limited to:

A. SFD/NC Leadership Team with oversight by SGMRC VP Programs will provide site governance for the Nature Center (SFD/NC). Volunteer protocols are to contact a member of the SFD/NC Leadership Team, who will, if needed, contact the VP Programs, should pertinent questions or disagreements arise.

B. Completion of Docent Trainings yearly for reminders, added material, adjustments. Completion of Nature Guide trainings offered on site and/or through other nature centers, colleges, etc. (or other trainings), as recommended VP Programs. Docent knowledge should include: local environment, native/non-native plants, animals, geology, ecology, water resources, and general science.

C. Meet your day/hours, or report to leadership team and/or contact a volunteer sub, as needed. (Two days advance notice unless an emergency.) Per our contract with the county, the Nature Center must be open at minimum of 21 hours per week. We can lose the privileges to operate the Nature Center if it is closed for more 72 hours continuously. This must be taken VERY seriously.

D. As a representative of the Nature Center, SGMRC, LA County, and City, professional and courteous conduct and language, as well as para-educational standards, should be modeled at all times at the Nature Center and in the Park. Be a park diplomat in professional manner and courtesy, attitude, dress/attire, propriety. Wear at all times at SFD/NC a VP Programs approved identification badge, vest, hat, or other apparel to provide name and SFD/NC identification. Look the professional role.

E. SAFETY – safety – safety! Exercise at all times safety precautions whether in the building or outside conducting nature learning activities. Know where to locate Park and City emergency phone numbers (for fire, police, injury, etc.), procedures, and safety/evacuation routes. When giving a trail activity, always caution visitors re: rattlesnakes, poison oak, etc.

F. Distribute quality resource materials, and handouts, as relevant to visitor interests and/or learning activities. All flyers, web postings, info should be reviewed/approved by VP Programs prior to distribution. Some materials may need to have SGMRC Board (as well as Park Superintendent and/or USACE approvals). A master file should be maintained in two locations.

G. For funds received for purchases, be sure to follow protocols, as posted in SFD/NC office. Other records/protocols should be maintained in two locations.

H. Focus of SFD/NC is nature, nature resources, and/or outdoor learning activities for public use (not private or personal use). If any question, check with VP Programs for protocol to determine SGMRC or Park Supt requirements. Talks and activities should be geared to easily understandable nature and natural resources presentations for children, families, seniors, and different age groups and multiple cultures, as well as specific audience presentations for school groups, nature clubs, hobbyists, etc.

I. For specific procedures re: "opening and closing" the SFD/NC, see Opening & Closing Procedures (posted in the SFD/NC office), includes flag/banner posting and retrieval. Make sure to clean up after yourselves and keep the place looks neat before leaving, trash baskets dumped in the outside trash cans, etc.

J. No entry into the SFD/NC should be made other than posted hours of operation unless to deliver or pick up materials, or approved/specified purpose. For special circumstances, such as event or curriculum preparation, or a SFD/NC meeting, contact a member of the Leadership Team for approval. SGMRC Board visits/meetings may be held at the discretion of the Board. The Nature Center may not be used for personal use/gain.

K. Don't forget the care and respect of local critters, plants, insects, birds, and all things natural at SFD/NC! Also, note that NO plant materials may be removed from the Natural Area by Park or SFD/NC Visitors. Report any such question to the Park Supt.

## *II. Essentials for Park Understandings*

Include, but not are limited to:

A. Livescan or electronic fingerprinting approvals are to be on file through Park-approved procedures for County, Park, and VP Programs/SGMRC, and SFD/NC Leadership Team. Livescan or clearance is essential for all SFD/NC volunteers consideration and acceptance. Contact Park Supt Office for Volunteer Approvals Procedures. Typically, an appointment is made with Park Staff for interview and paperwork, plus follow-up screening appointment with Regional County Office for actual fingerprinting. (No cost is anticipated.)

B. Reading and clarifications of County/SGMRC Agreement-Contract, including understanding of basic knowledge and protocols, professional behaviors expected by both County and SGMRC, and emergency plan and reporting procedures.

C. Keys are issued by and returned to the Park Supt Office as used and for that time of use only, as authorized by the County. Keys are restricted.

D. Report all complaints to main office.

E. Knowledge and practice of Parks Rules & Regulations (see signage and Park flyers):

1. **Caution Signage**: Danger (Extreme Fire Hazard: No Fires, No Smoking); Rattlesnake and Poison Oak Cautions: Distance & Respect; Park Watch – Be County Park's Eyes & Ears: Report Suspicious Activity to the Park Supt's Office at: 626-334-1065. In addition, if of any safety or injury concern, call 911. The First Response Team is the Lifeguard Office (on site in the Park), and note also, the Park Police Sub-station is housed at the Nature Center in the side room.

2. **Park Rules**: Park Hours 8:30 am to Dusk. Prohibited: Littering; Alcohol; Unleashed Animals; Motorized Vehicles (beyond parking); Firearms, Explosives; Defacing Property; Removal or Damage to Flower, Tree, or Shrub; Skateboards, Roller Skates, Scooters (outside of designated areas); Commercial or Non-commercial Sales or Solicitation; Dumping; Loitering; Horseback Riding; Mechanical Rides; Public Address Systems; Action Causing Permanent Injury;

   Fires except in designated areas (not permitted in extreme drought); Participating in any activity other than an area designated for such activity; Possession of etching cream or a spray can of paint without valid authorization (Misdemeanor). General Rules & Regulations. Check in the SFD/NC Office or Park Supt Office for additional rules.

F. Knowledge and practice of Parks Emergency Numbers, Protocols, and Evacuation (as posted in the SFD/NC office, and as indicated in #1 above.

*III. Essentials for SGMRC Understandings*

Include, but not are limited to:

A. Introduction to SGMRC as displayed on SFD/NC Office windows and/or www.sgmrc.org website.
B. VP Programs/SGMRC will coordinate with the SFD/NC Leadership Team on a routine basis for monitoring, review, and assistance.
C. A minimum of one time per year presentation to the SGMRC Board.
D. A SFD/NC Leadership Team monthly report covering volunteers/hours, visitors, calendar/events, special projects, and funds received will be filed through the SGMRC
E. VP Programs for Board Minutes. An additional copy will be provided the Park Supt by the SGMRC VP Programs.
F. Read and abide by the County/SGMRC Agreement-Contract, as well as Rules & Regulations of the Park as routine practice.

Your VOLUNTEER SERVICE & VALUE are considered under the umbrella of the San Gabriel Mountains Regional Conservancy (SGMRC), a private, nonprofit, public benefit organization (www.sgmrc.org), #95-4702549.. Your SERVICE & VALUE are further reviewed and considered under an agreement/contract between Los Angeles County Parks & Recreation and SGMRC. Should you have any questions, please contact the VP Programs/SGMRC, or a Member of the Board of Directors of SGMRC.

Thank you for your review and agreement to abide by the above to the best of your ability.

# YEARLY CERTIFICATION of DOCENTS & TRAIL/NATURE GUIDES

Including Goals for Office, Nature, and Resource Volunteers

YEARLY LISTING of UPGRADES in NATURE EDUCATION and PROTOCOL REVIEWS, or OTHER PERTINENT DOCENT &/OR NATURE GUIDE DEVELOPMENT

INCLUDED CAN BE: Docent Training programs, workshops, or field study; Mentoring/Teaching Opportunities with Nature Center Resource Volunteers; College Classes; Books reviewed/presented for application to site; Brochure/booklet/book/calendar design and construction; Special Assigned Projects, and/or Other kinds of approved training which are of value to increased expertise for SFD/NC Volunteers and their Public Service to SFD Park, Nature Center, and Natural Area Visitors.

MINIMUM HOURS OF TRAINING/DEVELOPMENT for Yearly Certification: 10 Hours

| | Date | Description of Program/Workshop/Training | Approx Number of Hours | Signed Approval by Teacher/ Trainer w/Training Bkgrd/Exp |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

# CHARITABLE CONTRIBUTIONS CERTIFICATION

SAN GABRIEL MTS. REGIONAL CONSERVANCY
Company Name

PO BOX 963
Address

# 95-4702549
Internal Revenue Service Employer Identification Number

NA
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.

Ann Croissant
Signature

9-30-14
Date

ANN CROISSANT, PH.D. PRES/BOARD OF DIRECTORS
Print Name and Title of Signer

# 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]

# EXHIBIT M

## Title 2 ADMINISTRATION

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

### 2.206.010 Findings and Declarations.

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

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

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

### 2.206.040 Required Solicitation and Contract Language.

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

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

## 2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.070 Enforcement and Remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

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

### 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)