



County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



Margaret Donnellan Todd
County Librarian
December 10, 2013

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 DECEMBER 10, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVE THE MEMORANDUM OF UNDERSTANDING AND NON-EXCLUSIVE LICENSE AGREEMENTS BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF PICO RIVERA FOR THE PICO RIVERA LIBRARY AND RIVERA LIBRARY (SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

The Public Library is seeking approval of the recommended actions to establish shared management between the Public Library and the City of Pico Rivera (City) for the Pico Rivera Library and Rivera Library as well as reinstallation and maintenance of the Veterans Memorial Monument at the Pico Rivera Library.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the Public Library's continued operation of the Pico Rivera and Rivera Libraries for the City's residents.
2. Approve and delegate authority to the County Librarian, or designee, to execute, upon approval of the City, the Memorandum of Understanding and Non-Exclusive License Agreement with the City concerning the shared management for the Pico Rivera and Rivera Libraries and establishing the roles and responsibilities of both parties.
3. Approve and delegate authority to the County Librarian, or designee, to execute, upon approval of the City, the Non-Exclusive License Agreement with the City for the reinstallation and maintenance of the Veterans Memorial Monument (Monument) at the Pico Rivera Library so long as such amendments do not affect the budget for the Monument.

4. Approve and delegate authority to the County Librarian, or designee, to execute any future amendments with the City concerning the shared management for Pico Rivera and Rivera Libraries and the reinstallation and maintenance of the Monument at the Pico Rivera Library, approved as to form by County Counsel and City Attorney.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Library and the City both wish for the City to remain within the County Library System. Approval of the recommended actions establishes shared management between the Public Library and the City for the library service provided to the City's residents. During the reconstruction of the Pico Rivera Library, the Monument was removed and stored. With the completion of the Pico Rivera Library, the Monument will be reinstalled and maintained by the City.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goals of Operational Effectiveness (Goal 1).

FISCAL IMPACT/FINANCING

The funds to operate the Pico Rivera and Rivera Libraries are generated by property tax revenues. Annually, the City and County will meet to determine service levels based on available funding. In addition, the City will identify the level of funding that they will provide to assist with costs that exceed the Public Library's available funding.

The City currently agrees to provide and pay, at its own cost and expense, the custodial services and landscape and grounds maintenance services to maintain the Pico Rivera and Rivera Libraries.

The City also agrees to assume all responsibility for costs incurred for the reinstallation and maintenance of the Monument.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the proposed Agreements as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Agreements will assure the continuation of library services at the Pico Rivera and Rivera Libraries.

The Honorable Board of Supervisors
12/10/2013
Page 3

Respectfully submitted,

A handwritten signature in black ink that reads "Margaret Donnellan Todd". The signature is written in a cursive style with a large initial 'M' and 'D'.

MARGARET DONNELLAN TODD
County Librarian

MDT:YDR:EM:dl

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller



MEMORANDUM OF UNDERSTANDING

AND

NON-EXCLUSIVE LICENSE AGREEMENT

BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE CITY OF PICO RIVERA

FOR THE PICO RIVERA LIBRARY AND RIVERA LIBRARY

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		1
1.	LICENSED AREAS	2
2.	TERM	2
3.	SERVICE LEVEL REVIEW	3
4.	ANNUAL BUDGET REVIEW	3
5.	OPERATING RESPONSIBILITIES	3
6.	AMENDMENTS	3
7.	CONSIDERATION	4
8.	SURPLUS CONTSTRUCTION FUNDS	4
9.	MAINTENANCE	4
10.	MONITORING	5
11.	UNANTICIPATED WORK	5
12.	INDEMNIFICATION	5
13.	ALTERNATIVE RISK FINANCING PROGRAM	6
14.	INSURANCE COVERAGE	6
15.	SUBCONTRACTING	7
16.	SUB-CONTRACTOR INSURANCE COVERAGE REQUIREMENTS	7
17.	TERMINATION	8
18.	TRANSFERS	8
19.	NONDISCRIMINATION	8
20.	DEFAULT	8
21.	WAIVER	8
22.	ENFORCEMENT	9
23.	NOTICES	9
24.	REPAIR OF DAMAGE	9
25.	DAMAGE OR DESTRUCTION	10
26.	SOLICITATION OF CONSIDERATION	10
27.	CONFLICT OF INTEREST	10
28.	SIGNATURE AUTHENTICITY CLAUSE	10
29.	INTERPRETATION	10

30. GOVERNING LAW AND FORUM..... 11

31. ENTIRE AGREEMENT 11

32. CONSTRUCTION OF TERMS 11

33. SEVERABILITY 11

34. FORCE MAJEURE 11

35. GREEN INITIATIVE 11

SIGNATURES 12

**MEMORANDUM OF UNDERSTANDING AND
NON-EXCLUSIVE LICENSE AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES AND
THE CITY OF PICO RIVERA**

THIS AGREEMENT is made and entered into this _____ day of _____, 2013

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("County"),

AND

CITY OF PICO RIVERA, a body corporate and politic ("City").

RECITALS:

WHEREAS, the County is the owner of certain real properties known as the Pico Rivera Library, at 9001 Mines Avenue, Pico Rivera, CA 90660 and Rivera Library, at 7828 Serapis Avenue, Pico Rivera, CA 90660 and is authorized to license use of the properties pursuant to Gov. Code 25537 and/or 26227; and

WHEREAS, the County and the City both wish for the City to remain within the County Library System; and

WHEREAS, the County and the City both recognize that the property taxes paid by City property owners reserved for the County Library System are not sufficient to fund the operations of the Pico Rivera Library and Rivera Library; and

WHEREAS, the City contributed \$8 million toward the construction of the Pico Rivera Library to benefit Pico Rivera residents; and

WHEREAS, the County and the City will mutually determine the level of library service to be provided to the City on an annual basis; and

WHEREAS, the City is desirous of assisting the County with the operating cost of the Pico Rivera and Rivera Libraries through mutually determined shared management and the County will grant the non-exclusive use of the Pico Rivera and Rivera Libraries for this purpose; and

WHEREAS, on _____, the Board of Supervisors delegated authority to the County Librarian to execute agreements and any amendments with the City concerning the shared management for the Pico Rivera and Rivera Libraries;

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

1. LICENSED AREAS

1.01 The County hereby provides a non-exclusive License to the City and the City hereby agrees to the use, upon the terms and conditions hereinafter set forth, of the Pico Rivera Library and the Rivera Library (collectively Licensed Areas or Libraries) as shown on Exhibit A and Exhibit B, respectively, which are attached hereto and thereby made a part hereof.

1.02 The Licensed Areas shall be used by the City for the purpose of shared management wherein the City will provide custodial, landscape and grounds maintenance services as identified in Section 9 Maintenance, of this Agreement.

1.03 The City shall make no other alterations or improvements to the Licensed Areas without prior written authorization from the County.

1.04 In the event that the City makes any alterations or improvements in violation of Section 1.03 of this Agreement, the County may immediately and without prior notice to the City exercise any or all of following options:

- (a) Require the City to immediately remove all alterations and improvements and restore the Licensed Areas to their pre-existing condition;
- (b) Remove the alterations or improvements and charge the City for the cost of such removal;
- (c) Notify the City of the County's intent to retain any and all improvements installed by the City in violation of Section 1.03 upon termination of the Agreement; and/or
- (d) Terminate the Agreement and require the City to vacate the Licensed Areas immediately.

1.05 The City acknowledges that the City has performed a personal inspection of the Licensed Areas and the surrounding areas and evaluation of the extent to which the physical condition thereof will affect the Agreement. The City accepts the Licensed Areas in its present physical condition and agrees to make no demands upon the County for any improvements or alterations thereof.

1.06 The City hereby acknowledges the title or other legal right of possession of the County, or its successors in and to the Licensed Areas and covenants and agrees never to assail, contest or resist said title.

2. TERM

The term of this Agreement shall be for a period of three (3) years commencing upon execution of this Agreement by the County and shall be automatically renewed for successive (three) year periods thereafter for up to fifteen (15) years.

3. SERVICE LEVEL REVIEW

3.01 The County operates the Libraries and provides access to library materials, reference services, public access technology, and adult, children's and young adult programming including regularly scheduled toddler and pre-school story times.

3.02 The County and the City shall meet on an annual basis to determine the service levels for the operation of the Libraries. The County and the City will mutually determine any service level reductions that may be necessary.

4. ANNUAL BUDGET REVIEW

4.01 The County and the City shall meet on an annual basis to determine the level of assistance the City is able to provide towards the operating costs of the Libraries.

4.02 The terms agreed upon by the County and the City during the Annual Budget Review process outlined in this Section 4, will be amended annually, as necessary, following the Annual Budget Review process.

5. OPERATING RESPONSIBILITIES

5.01 Compliance with Law. The City's operations in and use of the Licensed Areas shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for the City's specific use of the Licensed Areas, the same must be first obtained from the regulatory agency having jurisdiction herein. The County shall maintain the Licensed Areas in compliance with all applicable County ordinances and State and Federal laws and regulations.

5.02 Signs. The City shall not post signs or advertising matter upon the Licensed Areas unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

5.03 Responsibility Limit. The City shall have no responsibility or obligation to provide any other services of any kind other than those described in this Agreement.

6. AMENDMENTS

6.01 No representative of either the County or the City, including those named in this Agreement, is authorized to make changes to any of the terms, obligations or conditions of this Agreement, except through procedures set forth in this Section 6.

6.02 Except as otherwise provided in this Agreement, for any change requested by either party which affects any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by the County's and City's authorized representative.

6.03 The County Librarian has delegated authority by the Board of Supervisors to amend this agreement consistent with County policy. A negotiated Amendment shall be executed by the County Librarian, or his/her designee.

6.04 Such Amendments shall be authorized under the following conditions:

- (a) Amendments shall be in compliance with all applicable Federal, State, City and County laws, rules, regulations, ordinances, guidelines, and directives; and
- (b) The County Librarian ensures that such Amendments are approved by County Counsel and City Attorney.

7. CONSIDERATION

The County is responsible to operate and maintain the Libraries available to the public during the hours identified for each library. The City is responsible for the costs incurred by the City for custodial services, landscaping and grounds maintenance services as outlined in Section 9, Maintenance below. Should the County change the hours or levels of service at either Library, the County and the City will negotiate the corresponding changes to this Agreement and execute an Amendment as indicated in Section 6, Amendments.

8. SURPLUS CONSTRUCTION FUNDS

Pico Rivera Library Construction Project was funded jointly by the City and the County. In the event of a surplus of construction funds, this surplus shall be set aside for future maintenance, improvements, or other operating costs as mutually agreed to by the County and the City and used for either Library.

9. MAINTENANCE

9.01 The City agrees to provide and pay, at its own cost and expense, the custodial services, landscape and grounds maintenance services.

9.02 Custodial services generally include cleaning, trash removal, dusting, vacuuming, sweeping, mopping, replenishing of supplies, window cleaning, and periodic cleaning of air vent covers, light fixture, and window blinds. Custodial services does not include cleaning of furniture, carpets, or refinishing floors.

9.02.01 Custodial services are to be performed on each Library service day within the period of one (1) hour after the close of the library up to one (1) hour of the library opening.

9.03 Landscape and grounds maintenance service generally includes turf maintenance, landscape maintenance, swales and drains maintenance, tree and shrub trimming, periodic plant replacement, periodic aerification and fertilization.

9.03.01 The general hours of landscape and grounds maintenance services shall be Monday through Friday between 6:00 a.m. to 3:30 p.m. and should be performed once a week.

10. MONITORING

Monitoring of the Libraries will be performed regularly by County staff. Any complaints of performance will be forwarded to the City. The City agrees to address all complaints within a timely manner and to the reasonable satisfaction of the County. The County reserves the right to perform these duties at their own cost.

11. UNANTICIPATED WORK

11.01 The City will be responsible for as needed call backs as unanticipated work which may include, but not limited to, repairs of irrigation, mitigation of hazards, and special cleaning for Blood Borne Pathogens (blood, urine, feces, and emesis). The City intends to respond to these call backs within two (2) hours of notification.

11.02 The City may provide additional cleaning services for “special events” which may be scheduled during non-public hours and are reimbursable by the County. Whenever possible, the County will provide notice to the City within five (5) business days before each event.

11.03 The County reserves the right to perform maintenance itself at its own cost.

12. INDEMNIFICATION

12.01 The County shall indemnify, defend and hold harmless the City, its Special Districts, elected and appointed officers, employees, agents and volunteers (“City 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 relating to responsibilities of the County as specified in this Agreement.

12.02 The City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to responsibilities of the City as specified in this Agreement.

12.03 Each Party intends this Section 12.0 (Indemnification) to supersede and nullify the application, if any, of California Government Code sections 895.2 [joint and several liability] and 895.6 [pro rata contribution].

13. ALTERNATIVE RISK FINANCING PROGRAM

13.01 During the term of this agreement, the City and the County shall maintain a program of insurance coverage as described below in Section 14, Insurance Coverage.

13.02 The City, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to the County after execution of this Agreement at the County's request.

13.03 The County, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to the City after execution of this Agreement at the City's request.

14. INSURANCE COVERAGE

14.01 **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

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

14.03 **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 City 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 City'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.

15. SUBCONTRACTING

The City shall have the option to sub-contract for the custodial services and landscape and grounds maintenance services for the Libraries.

16. SUB-CONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

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

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

16.02 **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 Contractor's use of autos and the transport of mobile equipment pursuant to this Contract, including owned, leased, hired, and/or non-owned autos and/or mobile equipment, as each may be applicable.

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

17. TERMINATION

Either party shall have the option of terminating this Agreement at will upon giving the other party notice in writing. The County will endeavor, but shall not be required, to give at least ninety (90) days advance written notice of such termination.

18. TRANSFERS

The City acknowledges that the rights conferred herein are personal to the City and do not operate to confer on or vest in the City any title, interest, or estate in the Libraries or any part thereof, and therefore, the City shall not assign, hypothecate or mortgage the Libraries or any portion thereof, by, through, or pursuant to this Agreement.

19. NONDISCRIMINATION

The City certifies and agrees that all persons employed by the City and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

20. DEFAULT

The City agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by the City, the County may forthwith revoke and terminate this Agreement, in addition to any of the County's other rights and remedies provided at law and in equity. Notwithstanding anything to the contrary contained in this Agreement, the City shall not be in default under this Agreement and the County may not terminate the Agreement if: (1) the City cures the default within the thirty (30) days after notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but the City reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default to completion.

21. WAIVER

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

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

22. ENFORCEMENT

The Public Library shall be responsible for the enforcement of this Agreement on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

23. NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon the City shall be:

City Manager
City of Pico Rivera
Department of Administration
6615 Passons Boulevard
Pico Rivera, CA 90660

or such other place as may hereinafter be designated in writing to the County by the City. Notice served by mail upon the County shall be addressed to:

County Librarian
County of Los Angeles Public Library
7400 E. Imperial Highway
Downey, California 90242

or such other place as may hereinafter be designated in writing to the City by the County. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

24. REPAIR OF DAMAGE

The City shall, at the City's sole expense, be responsible for the cost of repairing any area of the Licensed Areas, which is damaged by the City or City's agents, or employees, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of the City. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by the County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

25. DAMAGE OR DESTRUCTION

Should the Licensed Areas be damaged by fire, incidents of war, earthquake, or other violent action of the elements, the County shall have the option to terminate this Agreement.

26. SOLICITATION OF CONSIDERATION

26.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from the City with the implication, suggestion or statement that the City's provision of consideration may secure more favorable treatment for the City in the award of the Agreement or that the City's failure to provide such consideration may negatively affect the County's consideration of the City's submission. The City shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a Agreement.

26.02 The City shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

27. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the City herein, or have any other direct or indirect financial interest resulting from this Agreement.

28. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this Agreement hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the City to the terms and conditions in this Agreement. The City shall sign this Agreement and return it to the County for approval. Upon approval, a signed original will be mailed to the City.

29. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

30. GOVERNING LAW AND FORUM

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

31. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the County and the City.

32. CONSTRUCTION OF TERMS

This Agreement is jointly prepared by the County and the City. Therefore, this Agreement shall not be construed against any party on the basis such party drafted this Agreement or any provision within it.

33. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

34. FORCE MAJEURE

The respective duties and obligations of the parties pursuant to this Agreement shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

35. GREEN INITIATIVES

The City and County shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

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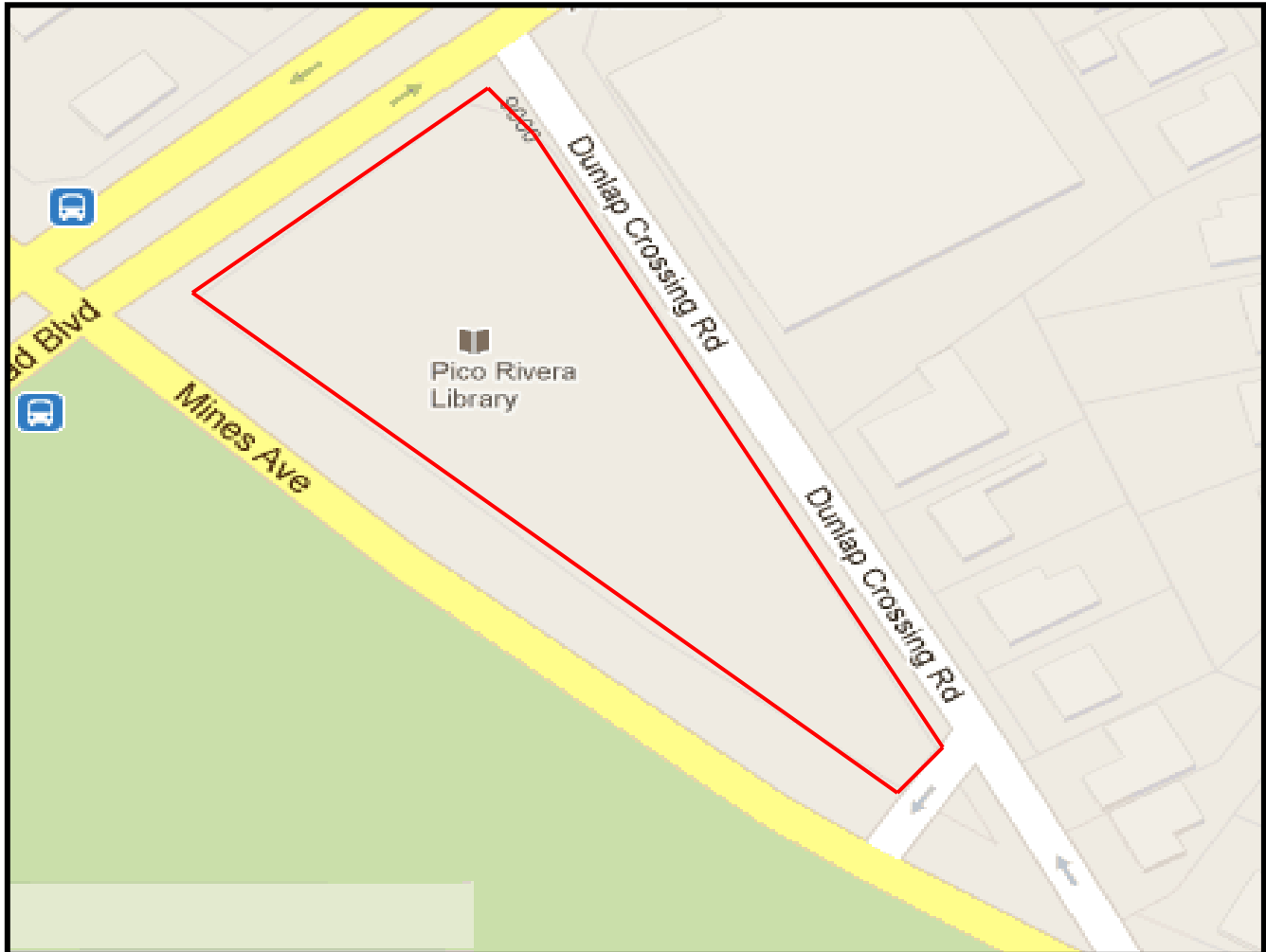
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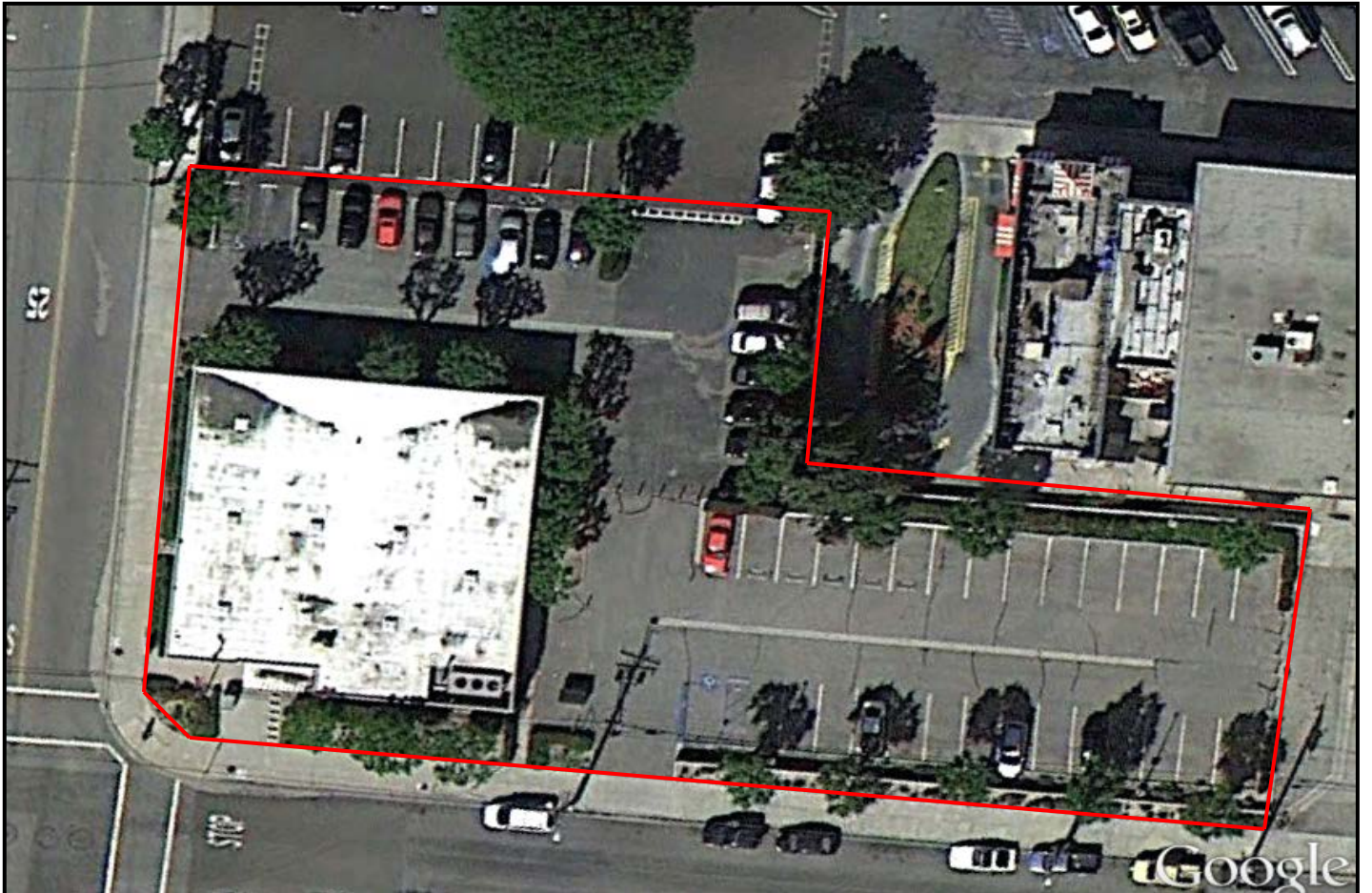
PICO RIVERA LIBRARY



Service Days and Hours

Monday	Closed
Tuesday	10:00 a.m. – 8:00 p.m.
Wednesday	10:00 a.m. – 8:00 p.m.
Thursday	10:00 a.m. – 8:00 p.m.
Friday	Closed
Saturday	8:00 a.m. – 6:00 p.m.
Sunday	Closed

RIVERA LIBRARY



Service Days and Hours

Monday	Closed
Tuesday	10:00 a.m. – 8:00 a.m.
Wednesday	10:00 a.m. – 8:00 a.m.
Thursday	10:00 a.m. – 8:00 a.m.
Friday	Closed
Saturday	8:00 a.m. – 6:00 p.m.
Sunday	Closed

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		1
1.	LICENSED AREA	1
2.	TERM	3
3.	OPERATING RESPONSIBILITIES	3
4.	AMENDMENTS.....	3
5.	CONSIDERATION	4
6.	MAINTENANCE	4
7.	MONITORING	4
8.	UNANTICIPATED WORK.....	4
9.	OWNERSHIP OF THE MONUMENT	5
10.	RELOCATION.....	5
11.	EXAMINATION OF LICENSED AREA	5
12.	INDEMNIFICATION	5
13.	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....	5
14.	INSURANCE COVERAGE.....	9
15.	TERMINATION.....	10
16.	SUBCONTRACTING	10
17.	TRANSFERS.....	10
18.	NONDISCRIMINATION.....	10
19.	DEFAULT	11
20.	WAIVER	11
21.	SURRENDER.....	11
22.	ENFORCEMENT.....	11
23.	COUNTY LOBBYIST ORDINANCE.....	11
24.	NOTICES	12
25.	REPAIR OF DAMAGE	12
26.	DAMAGE OR DESTRUCTION	12
27.	SOLICITATION OF CONSIDERATION	13

28. CONFLICT OF INTEREST..... 13

29. SIGNATURE AUTHENTICITY CLAUSE 13

30. INTERPRETATION 13

31. GOVERNING LAW AND FORUM..... 13

32. ENTIRE AGREEMENT 14

33. CONSTRUCTION OF TERMS 14

34. SEVERABILITY 14

35. FORCE MAJEURE 14

36. GREEN INITIATIVE 14

SIGNATURES 15

**NON-EXCLUSIVE LICENSE AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES AND
THE CITY OF PICO RIVERA**

THIS AGREEMENT is made and entered into this _____ day of _____, 2013

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic (“County”),

AND

CITY OF PICO RIVERA, a body corporate and politic (“City”).

RECITALS:

WHEREAS, the County is the owner of certain real property known as the Pico Rivera Library, at 9001 Mines Avenue, Pico Rivera, CA 90660, and is authorized to license use of the property pursuant to Government Code 25537 and/or 26227; and

WHEREAS, the City desires to use a portion of said real property, which is not required exclusively for County use, on a non-exclusive basis for the placement and maintenance of a Veterans Memorial Monument (“Monument”);

WHEREAS, the Monument has been in place and maintained by the City since 1998 and was temporarily removed and stored during the reconstruction of the Pico Rivera Library; and

WHEREAS, on _____, the Board of Supervisors delegated authority to the County Librarian to execute an agreement with the City concerning the re-installation and maintenance of the Monument; and

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

1. LICENSED AREA

1.01 The County hereby provides a non-exclusive License to the City and the City hereby agrees to the use, upon the terms and conditions hereinafter set forth, the space identified in Exhibit A – Veterans Memorial Monument Site (Licensed Area).

1.02 The Licensed Area shall be used by the City for the purpose of the reinstallation and maintenance of the Monument and such other purposes as are related thereto.

1.03 The City will not construct or alter the Licensed Area without prior written approval from the County except for alterations necessary for the maintenance of the Monument in accordance with Section 6 of this Agreement. Any construction or alteration to the Licensed Area related to the City's use of the Licensed Area for reinstallation of the Monument shall be at the City's expense and at no cost to the County, unless the County and the City agree otherwise.

1.04 In the event that the City makes any alterations or improvements in violation of Section 1.03 of this Agreement, the County may immediately and without prior notice to the City exercise any or all of following options:

- (a) Require the City to immediately remove all alterations and improvements and restore the Licensed Area to their pre-existing condition;
- (b) Remove the alterations or improvements and charge the City for the cost of such removal;
- (c) Notify the City of the County's intent to retain any and all improvements installed by the City in violation of Section 1.03 upon termination of the Agreement; and/or
- (d) Terminate the Agreement and require the City to vacate the Licensed Area immediately.

1.05 The City acknowledges that City has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Agreement. The City accepts the Licensed Area in its present physical condition and agrees to make no demands upon the County for any improvements or alterations thereof.

1.06 The City hereby acknowledges the title or other legal right of possession of the County, or its successors in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

1.07 This Agreement replaces any and all previous understandings between the City and the County concerning the Monument discussed therein.

1.08 This Agreement is subject to all other easements, rights, leases, permits, Licenses, and encumbrances, whether of record or not, affecting the Licensed Area or any portion thereof and also subject to the County's right to construct, maintain, use, operate, alter, add to, repair, replace, or reconstruct in, on, over, under, through, along and across the Licensed Area.

1.09 The County permits the flame torch located at the top of the Monument to be lit by the City during Memorial Day, Independence Day, Veterans Day and Flag Day. The City has the option of continuously lighting the flame torch at any time during the term of this Agreement.

1.10 The City agrees to pay for all utility charges (natural gas, water, and electricity) accruing or payable in connection with the use of the Licensed Area during the term of this Agreement.

2. TERM

The term of this Agreement shall be for a period of ten (10) years commencing upon execution of this Agreement by the County and shall be automatically renewed for successive one-year periods thereafter for up to five (5) years.

3. OPERATING RESPONSIBILITIES

3.01 Compliance with Law. The City's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for the City's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. The County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

3.02 Signs. The City shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

3.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and the City shall prevent any accumulation thereof from occurring. The City shall pay all charges which may be made for the removal thereof.

3.04 Responsibility Limit. The City shall have no responsibility or obligation to provide any other services of any kind other than those described in this Agreement.

4. AMENDMENTS

4.01 No representative of either the County or the City, including those named in this Agreement, is authorized to make changes to any of the terms, obligations or conditions of this Agreement, except through procedures set forth in this Section 4.

4.02 Except as otherwise provided in this Agreement, for any change requested by either party which affects any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by the County's and City's authorized representative.

4.03 The County Librarian has delegated authority by the Board of Supervisors to amend this agreement consistent with County policy. A negotiated Amendment shall be executed by the County Librarian, or his/her designee.

4.04 Such Amendments shall be authorized under the following conditions:

- (a) Amendments shall be in compliance with all applicable Federal, State, City and County laws, rules, regulations, ordinances, guidelines, and directives; and
- (b) The County Librarian ensures that such Amendments are approved by County Counsel and City Attorney.

5. CONSIDERATION

The City shall have use of the Licensed Area on a gratis basis. The City, however, is responsible for all costs incurred by the performance of maintenance on the Licensed Area and the Monument.

6. MAINTENANCE

6.01 The City agrees, at its own cost and expense, to maintain the Licensed Area and in a manner satisfactory to the County.

6.02 Maintenance include but is not limited to landscape and grounds maintenance, turf maintenance, irrigation system maintenance, swales and drains maintenance, tree and shrub trimming, periodic plant replacement, periodic aerification and fertilization. Maintenance shall also include the removal of trash and graffiti from and on the Licensed Area.

7. MONITORING

Monitoring of the Licensed Area will be performed regularly by County staff. Any complaints of performance will be forwarded to the City. The City agrees to address all complaints within a timely manner and to the satisfaction of the County. The County reserves the right to remedy any performance issues itself and seek reimbursement from the City.

8. UNANTICIPATED WORK

8.01 The City must be able to respond to as needed call backs as unanticipated work which include, but not limited to, repairs of irrigation, and mitigation of hazards. The City must respond to call backs within two (2) hours of notification.

8.02 The City shall provide additional services for all "special events" which may be scheduled during non-public hours. This shall include evening and weekends.

Whenever possible, the County will provide notice to the City within five (5) business days before each event.

8.03 The County reserves the right to remedy any performance issues itself and seek reimbursement from the city.

9. OWNERSHIP OF THE MONUMENT

The Monument and all alterations to the Monument are intended by the County and the City to remain the property of the City, whether or not affixed to the land. Upon termination of this Agreement, the City shall relocate the Monument and return the Licensed Area to the condition before the placement of the Monument.

10. RELOCATION

If the County requires the City to remove the Monument and provides the City with the option to relocate the Monument and construct a new Licensed Area, and the City chooses to relocate the Monument, then the City is fully responsible for the costs incurred by the relocation of the Monument and construction of a new Licensed Area, and repair of the Licensed Area unless the parties agree otherwise. The use and maintenance of any relocated Monument and Licensed Area shall comply with the terms of this Agreement, subject to any modification of this Agreement in compliance with Section 33. The new location of the Monument is subject to the County's approval.

11. EXAMINATION OF LICENSED AREA

The City shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

12. INDEMNIFICATION

The City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

13. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the City's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the City shall provide and maintain at its own expense insurance coverage satisfying the

requirements specified in Sections 13 and 14 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 the City pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the City for liabilities which may arise from or relate to this Agreement.

13.01 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the City'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 ten (10) days prior to City's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required City 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 City 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 City, 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:

Chief Deputy
County of Los Angeles Public Library
7400 E. Imperial Highway
Downey, CA 90242

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

13.02 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the City's General Liability policy with respect to liability arising out of the City'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 City's acts or omissions, whether such liability is attributable to the City 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.

13.03 Cancellation of or Changes in Insurance

City shall provide County with, or City'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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

13.04 Failure to Maintain Insurance

City'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 suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from City resulting from said breach.

13.05 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M.

Best ratings of not less than A:VII unless otherwise approved by County.

13.06 City's Insurance Shall Be Primary

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

13.07 Waivers of Subrogation

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

13.08 Sub-Contractor Insurance Coverage Requirements

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

13.09 Deductibles and Self-Insured Retentions (SIRs)

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

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

13.11 Application of Excess Liability Coverage

City 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.

13.12 Separation of Insureds

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

13.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, City 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.

13.14 County Review and Approval of Insurance Requirements

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

14. INSURANCE COVERAGE

14.01 **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

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

14.03 **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 City 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 City'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.

15. TERMINATION

15.01 Either party shall have the option of terminating this Agreement at will upon giving the other party notice in writing. The County will endeavor, but shall not be required, to give at least ninety (90) days advance written notice of such termination.

15.02 Upon termination of this Agreement, the City shall remove the Monument and restore the Licensed Area to a neat and clean condition to the satisfaction of the County.

16. SUBCONTRACTING

The City shall have the option to sub-contract for the reinstallation and maintenance of the Monument as long as the Licensed Area is maintained in a manner satisfactory to the County.

17. TRANSFERS

The City acknowledges that the rights conferred herein are personal to the City and do not operate to confer on or vest in the City any title, interest, or estate in the Licensed Area or any part thereof, and therefore, the City shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this Agreement.

18. NONDISCRIMINATION

The City certifies and agrees that all persons employed by the City and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

19. DEFAULT

The City agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by the City, the County may forthwith revoke and terminate this Agreement, in addition to any of the County's other rights and remedies provided at law and in equity. Notwithstanding anything to the contrary contained in this Agreement, the City shall not be in default under this Agreement and the County may not terminate the Agreement if: (1) the City cures the default within the thirty (30) days after notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but the City reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default to completion.

20. WAIVER

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

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

21. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, the City shall peaceably vacate the Licensed Area and deliver the Licensed Area to the County in reasonably good condition.

22. ENFORCEMENT

The Public Library shall be responsible for the enforcement of this Agreement on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

23. COUNTY LOBBYIST ORDINANCE

The City is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010

of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which the County may terminate or suspend this Agreement.

24. NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon the City shall be:

City of Pico Rivera
Department of Administration
6615 Parsons Boulevard
Pico Rivera, CA 90660

or such other place as may hereinafter be designated in writing to the County by the City. Notice served by mail upon the County shall be addressed to:

County Librarian
County of Los Angeles Public Library
7400 E. Imperial Highway
Downey, California 90242

or such other place as may hereinafter be designated in writing to City by the County. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

25. REPAIR OF DAMAGE

The City shall, at the City's sole expense, be responsible for the cost of repairing any area of the Licensed Area, which is damaged by the City or City's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of the City. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by the County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

26. DAMAGE OR DESTRUCTION

Should the Licensed Area be damaged by fire, incidents of war, earthquake, or other violent action of the elements, the County shall have the option to terminate this Agreement.

27. SOLICITATION OF CONSIDERATION

27.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from the City with the implication, suggestion or statement that the City's provision of consideration may secure more favorable treatment for the City in the award of the Agreement or that the City's failure to provide such consideration may negatively affect the County's consideration of the City's submission. The City shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of an Agreement.

27.02 The City shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

28. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the City herein, or have any other direct or indirect financial interest resulting from this Agreement.

29. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this Agreement hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the City to the terms and conditions in this Agreement. The City shall sign this Agreement and return it to the County for approval. Upon approval, a signed original will be mailed to the City.

30. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

31. GOVERNING LAW AND FORUM

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

32. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the County and the City.

33. CONSTRUCTION OF TERMS

This Agreement is jointly prepared by the County and the City. Therefore, this Agreement shall not be construed against any party on the basis such party drafted this Agreement or any provision within it.

34. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

35. FORCE MAJEURE

The respective duties and obligations of the parties pursuant to this Agreement shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

36. GREEN INITIATIVES

36.01 The City shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

36.02 The City shall notify the County of the City’s green initiatives prior to the commencement of this Agreement.

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**VETERANS MEMORIAL MONUMENT SITE
LICENSED AREA**

LEGAL DESCRIPTION

That portion of the Rancho Paso De Bartolo, in the County of Los Angeles, State of California, as shown on map recorded in Book 6, pages 204 and 205 of miscellaneous Records, in the office of the Recorder of said County, and recorded in Book 23, pages 55 and 56 of Miscellaneous Records, which lies within that certain parcel of land described as Parcel 1 in deed to County of Los Angeles for a park site, recorded as Document No. 443, on July 27, 1949, in Book 30629, page 358, of Official Records in the office of said Recorder.

EXCEPTING therefrom that portion thereof which lies southwesterly of the northeasterly line of a strip of land 100 feet wide lying 50 feet on each side of the following described center line: Beginning at the southwesterly corner of Lot 8 (in River Block so-called) as shown on said map recorded in Book 23, pages 55 and 56 of miscellaneous Records; thence North $62^{\circ}35'20''$ West along the northwestern prolongation of the center line of Dunlap Crossing Road as shown on map filed in Book 32, page 42, of record of Surveys, in the office of said recorder, 84.44 feet to the beginning of a curve concave to the northeast tangent to said last-mentioned course and having a radius of 2000 feet; thence northwesterly along said curve 465.37 feet; thence North $49^{\circ}15'25''$ West 316.81 feet.

