



County of Los Angeles
Chief Executive Office

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, February 2, 2022
TIME: 3:30 p.m.

**THIS MEETING WILL BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE
PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 994 112 379#**
[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Community Services Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter:
APPROVAL OF A LICENSE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP, DBA VERIZON WIRELESS FOR THE USE OF PORTION OF LOS ANGELES COUNTY ARBORETUM AND BOTANIC GARDEN.

3. PRESENTATION/DISCUSSION ITEM(S)

- A.** Board Briefing
PARKS AND RECREATION BRIEFING ON PROGRAMMING
Speaker: Norma E. García-González
- B.** Board Briefing
LA LIBRARY STRUCTURAL DEFICIT AND IMPACT ON PROGRAMMING AND SERVICE HOURS
Speaker: Skye Patrick
- C.** Board Briefing
BEACHES AND HARBORS GENERAL OVERVIEW
Speaker: Gary Jones

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/2/2022	
BOARD MEETING DATE	2/15/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Parks and Recreation	
SUBJECT	Approval of a license agreement with Los Angeles SMSA Limited Partnership, DBA Verizon Wireless for the use of portion of Los Angeles County Arboretum and Botanic Garden.	
PROGRAM	Land Lease Agreement	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The initial term of the license agreement will commence on March 1, 2022.	
COST & FUNDING (REVENUE TO THE COUNTY)	Total Revenue:	Funding source: N/A
	\$ 1,022,748	
	TERMS (if applicable): An initial term of five (5) years with one (1) five (5) year renewal option at the Director's sole discretion.	
	Explanation: The County is authorized by the provision of Government Code Section 25526.6 to license its property to a public utility if the Board finds that such conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County. Under the Park Preservation Act, the County may permit as such as ten percent (10%) of any park property up to a maximum of one acre to be used for non-park purposes.	
PURPOSE OF REQUEST	Approval of a license agreement for the continuous operation of a cell tower facility at the Arboretum.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On May 23, 1995, the County of Los Angeles (County) Board of Supervisors (Board) approved a license agreement with Los Angeles SMSA, dba Verizon Wireless for the construction, installation, repair, removal, replacement, maintenance and operation of a cellular antenna facility at The Arboretum. The license agreement expired on May 31, 2020 and has continued a month-to-month basis pursuant to the license agreement. The recommended license agreement will allow Verizon to	

	continue the operation of the cellular antenna facility that is currently located at The Arboretum
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: RUBEN LOPEZ, CHIEF OF CONTRACTS AND PROCUREMENT DIVISION (626) 588-5300, rlopez@parks.lacounty.gov BRENDA TOVAR, CONTRACTS SECTION HEAD (626) 588-5272, btovar@parks.lacounty.gov



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

February 15, 2022

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

Dear Supervisors:

**APPROVAL OF A LICENSE AGREEMENT WITH LOS ANGELES STANDARD
METROPOLITAN STATISTICAL AREA
LIMITED PARTNERSHIP, DBA VERIZON WIRELESS
FOR THE USE OF A PORTION OF
THE LOS ANGELES COUNTY ARBORETUM AND BOTANIC GARDEN
FOR A CELLULAR ANTENNA FACILITY
(SUPERVISORIAL DISTRICT 5) (3-VOTES)**

SUBJECT

Approval of the recommended actions will approve a license agreement between the County of Los Angeles and Los Angeles Standard Metropolitan Statistical Area (SMSA) Limited Partnership, dba Verizon Wireless for the use of a portion of the Los Angeles County Arboretum and Botanic Garden for a Cellular Antenna Facility.

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

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Find that approval of the license agreement, pursuant to the requirements of Government Code Section 25526.6, is in the public interest and will not substantially conflict or interfere with the use of the property of the County of Los Angeles.

3. Approve and authorize the Director of Parks and Recreation, or her designee, to execute and, if necessary, to amend, exercise any renewal options, or terminate a license agreement for the use of a portion of the Los Angeles County Arboretum and Botanic Garden for the operation of a Cellular Antenna Facility with Los Angeles Standard Metropolitan Statistical Area Limited Partnership, dba Verizon Wireless for an initial term of five years and one additional five-year renewal option at the Director of Parks and Recreation's sole discretion. The license agreement will become effective on March 1, 2022, following approval by the Board of Supervisors and execution by the Director of Parks and Recreation, or her designee.
4. Approve the use of rent revenues received from Los Angeles Metropolitan Statistical Area Limited Partnership, dba Verizon Wireless to be used for improvements at the Los Angeles County Arboretum and Botanic Garden in lieu of the acquisition of substitute park land pursuant to State of California Public Resources Code Section 5404.
5. Authorize the Director of Parks and Recreation to deposit rent revenues into the Park Improvement Special Fund pursuant to the Public Park Preservation Act of 1971 and disburse such revenues for improvements at the Los Angeles County Arboretum and Botanic Garden.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act and allow Los Angeles Standard Metropolitan Statistical Area (SMSA) Limited Partnership, dba Verizon Wireless (Verizon) to use a portion of the Los Angeles County Arboretum and Botanic Garden (Arboretum) for the maintenance and operation of a Cellular Antenna Facility. The Los Angeles SMSA is a California limited partnership of which AirTouch Cellular, a California Corporation and public utility, is a general partner.

On May 23, 1995, the County of Los Angeles (County) Board of Supervisors (Board) approved a license agreement with Los Angeles SMSA, dba Verizon Wireless for the construction, installation, repair, removal, replacement, maintenance, and operation of a Cellular Antenna Facility at the Arboretum. The license agreement expired on May 31, 2020 and has continued on a month-to-month basis pursuant to the license agreement. The recommended license agreement will allow Verizon to continue the operation of the cellular antenna facility that is currently located at the Arboretum.

Implementation of Strategic Plan Goals

The recommended actions uphold the County's Strategic Plan Goals of Supporting the Wellness of our Communities by expanding the local tax base and increasing revenue for use on improvements at the Arboretum (Goal II.2), and Pursuing Operational Effectiveness, Fiscal Responsibility and Accountability (Goal III.3) by increasing the Department's public/private partnerships and maximizing the use of County assets (Goal III.3.2).

FISCAL IMPACT/FINANCING

In consideration for the use granted, Verizon shall pay the County a monthly rent of \$7,265 for the first year with said amount increasing three and a half percent annually on March 1st throughout the term of the license agreement and any option term.

The yearly rent amounts are as follows:

<u>License Period</u>	<u>Monthly Rent Amount</u>
------------------------------	-----------------------------------

Initial Term (5 Years)

March 1, 2022 – February 28, 2023	\$7,265
March 1, 2023 – February 29, 2024	\$7,519
March 1, 2024 – February 28, 2025	\$7,782
March 1, 2025 – February 28, 2026	\$8,055
March 1, 2026 – February 28, 2027	\$8,337

Renewal Option Term (5 Years)

March 1, 2027 – February 29, 2028	\$8,629
March 1, 2028 – February 28, 2029	\$8,930
March 1, 2029 – February 28, 2030	\$9,243
March 1, 2030 – February 28, 2031	\$9,567
March 1, 2031 – February 29, 2032	\$9,901

The total revenue for the initial five-year term and five-year extension option (if exercised) will be \$467,496 and \$555,240 respectively, for a total rent amount of \$1,022,736.

Pursuant to the Public Park Preservation Act of 1971 (Act), Public Resources Code Section 5400, et seq., the rent revenues received from the recommended license agreement will be deposited into the Department of Parks and Recreation's (Department) Park Improvement Special Fund (PISF – CB1) to be used exclusively for improvements at the Arboretum. On May 31, 2005, the Board approved the establishment of the PISF in order to capture proceeds from sales and leases of park lands at the Arboretum that are subject to the Act.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by the provision of Government Code Section 25526.6 to license its property to a public utility if the Board finds that such conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County.

Under the Act, the County may permit as much as ten percent of any park property, up to a maximum of one acre, to be used for non-park purposes. However, the Act requires that the County receive replacement property and/or payment in exchange for the dedication of park property for a non-park purpose and further stipulates that the County may expend any payments received to improve the non-acquired portion of the park land and facilities in lieu of purchasing replacement park land. The proposed license agreement will permit Verizon to occupy 2,500 square feet out of 127 acres of park land at The Arboretum. The recommended action and the license agreement meet the requirements of the Act.

The Act requires that any action to permit park property to be used for non-park purposes be taken as a noticed public hearing. Notice of Public Hearing (Attachment II) has been posted at The Arboretum for 45 days in accordance with the Act.

The recommended license agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulter Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; Fair Chance Employment Policy No. 5.250; Commitment to Zero Tolerance Human Trafficking, County Code 5.12.110; and the standard Board-directed clauses that provide for agreement termination or renegotiation.

Verizon has executed the recommended license agreement and will provide the required insurance policies prior to the start of the license agreement, naming the County as an Additional Insured.

County Counsel has approved the attached license agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action to approve a license agreement between the County and Verizon for the use of a portion of the Arboretum for a cellular antenna facility is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed license agreement will have no impact on current County services or projects at the Arboretum.

CONCLUSION

It is requested that two adopted copies of the action taken by the Board be forwarded to the Department.

Should you have any questions please contact Ruben Lopez at (626) 588- 5278 or rlopez@parks.lacounty.gov; Brenda Tovar at (626) 588-5272 or btovar@parks.lacounty.gov; or Kimberly Rios at (626) 588-5368 or krios@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

NEGG:MR:RL
BT:AA:rc

Attachments

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



LICENSE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**LOS ANGELES SMSA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED
PARTNERSHIP, DBA VERIZON WIRELESS**

FOR

**A CELLULAR ANTENNA FACILITY AT
THE LOS ANGELES COUNTY
ARBORETUM AND BOTANIC GARDEN**

TABLE OF CONTENTS

	Page
RECITALS	1
1. APPLICABLE DOCUMENTS.....	2
2. DEFINITIONS	2
3. USE GRANTED.....	3
4. LICENSED PREMISES.....	4
5. TERM.....	5
6. CONSIDERATION	6
7. STANDARD TERMS AND CONDITIONS.....	7
7.1 Amendments.....	7
7.2 Assignment, Delegation and Transfer.....	8
7.3 Sublicensing.....	10
7.4 Authorization Warranty	10
7.5 Compliance with Applicable Law.....	11
7.6 Compliance with Civil Rights Laws	12
7.7 Conflict of Interest	12
7.8 County's Quality Assurance Plan.....	13
7.9 Damage to County Facilities, Buildings or Grounds	13
7.10 Destruction of Premises and Construction by County Affecting Premises	13
7.11 Force Majeure	14
7.12 Governing Law, Jurisdiction, and Venue.....	15
7.13 Independent Licensee Status.....	15
7.14 Indemnification	16
7.15 General Insurance Requirements.....	16
7.16 Insurance Coverage Requirements	20
7.17 Nondiscrimination and Affirmative Action.....	21
7.18 Non-Exclusivity	23
7.19 Notices	23
7.20 Prohibition Against Inducement or Persuasion	24
7.21 Public Records Act.....	24
7.22 Publicity	25
7.23 Recycled Bond Paper.....	25
7.24 Right of Entry.....	25
7.25 Security Deposit	26

TABLE OF CONTENTS

	Page
7.26 Surrender of Premises	26
7.27 Termination for Convenience; Suspension.....	27
7.28 Termination for Default	27
7.29 Termination for Improper Consideration	29
7.30 Validity.....	30
7.30 Waiver	30
7.32 Termination for Insolvency.....	30
7.33 Contract Enforcement	30
7.34 Cancellation	32
7.35 Facsimile and Electronic Representation	33
7.36 Termination Upon Transfer of Title or Park Closure.....	33
7.37 Taxes and Assessments.....	33
7.38 Contract Alert Reporting Database	34
8. UNIQUE TERMS AND CONDITIONS.....	34
8.1 Advertising Materials and Signs.....	34
8.2 Habitation	34
8.3 Illegal Activities.....	34
8.4 Maintenance	34
8.5 Non-Interference	34
8.6 Safety	35
8.7 Sanitation	35
8.8 Security Devices	35
8.9 Utilities	35
8.10 Licensee's Staff and Employment Practices.....	36
8.11 Compliance with County's Smoking Ban Ordinance.....	36
8.12 Hazardous Materials	36
8.13 Counterparts/Electronic Signature	37
9. ENTIRE AGREEMENT	38
SIGNATURES.....	39
 EXHIBITS	
A DEMISED PREMISES	
B SMOKING BAN ORDINANCE	

**LICENSE AGREEMENT FOR A CELLULAR ANTENNA FACILITY
AT THE LOS ANGELES COUNTY ARBORETUM AND BOTANIC GARDEN**

This License Agreement for a Cellular Antenna Facility at the Los Angeles County Arboretum and Botanic Garden (“Agreement” or “License”), is made and entered into this ___ day of _____, 20___ (the “Effective Date”),

BY AND BETWEEN

COUNTY OF LOS ANGELES,
a body corporate and politic, hereinafter
referred to as “County”, AND

**LOS ANGELES SMSA LIMITED
PARTNERSHIP, A CALIFORNIA
LIMITED PARTNERHIP, DBA
VERIZON WIRELESS**, hereinafter
referred to as “Licensee”.

RECITALS:

WHEREAS, County is the owner of certain real property commonly known as Los Angeles County Arboretum and Botanic Garden, located at 301 North Baldwin Avenue, Arcadia, CA 91007 (the “Property”), and

WHEREAS, Licensee is desirous of using, on an exclusive basis, a portion of said Property as described in Exhibit A; hereinafter referred to as the “Antenna Site” or “Licensed Premises”, together with an additional portion of said Property on a non-exclusive basis for access and utilities, hereinafter referred to as the “Access Area”;

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

WHEREAS, the Board of Supervisors is authorized by the provisions of Government Code Section 25526.6 to enter into this Agreement;

WHEREAS, Licensee and County agree that Licensee’s operation of an Antenna Facility at the Los Angeles County Arboretum and Botanic Garden is in the public’s interest and shall not interfere with the public’s use of the Los Angeles County Arboretum and Botanic Garden; 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. APPLICABLE DOCUMENTS

Exhibit A and B attached hereto form a part of this Agreement. In the event of any conflict or inconsistency in definition or interpretation of any word, responsibility, schedule or the contents or description of a task, deliverable, goods, services or otherwise, between the License Agreement and the Exhibit(s), or between Exhibit(s), such conflict or inconsistency will be resolved by giving precedence first to the License Agreement and then to Exhibit(s) in descending alphabetical order.

2. DEFINITIONS

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

2.2 In addition to terms which may be defined elsewhere in this License Agreement, 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:

2.2.1 **Board:** The Board of Supervisors of the County of Los Angeles or an authorized representative thereof.

2.2.2 **County:** The County of Los Angeles.

2.2.3 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation (Department) or an authorized representative thereof.

2.2.4 **License Agreement or Agreement:** Agreement executed between County and Licensee.

2.2.5 **Licensee:** The sole proprietor, partnership, or corporation that has entered into an agreement with the County.

2.2.6 **Revenue:** All income (actual or in kind) from any source derived, including, but not limited to: monetary compensation, in kind compensation, fees, commissions, interest, rent, royalty, dividend, etc.

2.2.7 **State:** The State of California.

3. USE GRANTED

- 3.1 Licensee shall have the right to construct, install, repair, remove, replace, maintain, and operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines, including, without limitation, antennas, coaxial cable, base units, and other associated equipment (collectively, "Antenna Facilities") for the transmission and reception of communication signals and is allowed ingress to and egress from and access to said Licensed Premises (defined below) over and across the Property 24 hours per day, 7 days per week. The Licensed Premises shall be used only for its authorized purposes, and such other purposes as are directly related thereto provided express written approval therefore is granted by the Director, and for no other purposes whatsoever.
- 3.2 Licensee, at its own expense, shall erect and maintain on the Licensed Premises improvements, personal property and facilities necessary to operate its Antenna Facilities. County and Licensee hereby acknowledge that certain aspects and/or components of Licensee's Antenna Facilities will be contained in the Licensed Premises.
- 3.3 It is understood that County, at its sole option, may develop and maintain landscaping adjacent to the Licensed Premises, including but not limited to, grading, filling, compaction, installation of irrigation systems, planting, replanting, and periodic maintenance of landscaping at any time during the Term of this License. Licensee shall make no claim against County for any damage or destruction of Licensee's improvements, personal property, or facilities or for any inconvenience resulting from any such activities of County and waive any of its or insurers' rights of recovery or subrogation against the County in relation thereto. However, County will consult with Licensee prior to commencement of any substantial work and will use reasonable good faith efforts not to unduly inconvenience, damage or interfere with Licensee's operation of the Antenna Facilities in the performance of such work.

- 3.4 It is further understood that the Property may be made freely accessible to the public for park and recreation purposes except as otherwise provided herein. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from such public use of the Property.
- 3.5 Unless otherwise set forth herein, the right and permission of Licensee is subordinate to the prior and paramount right of County to use said Property for the public purposes to which it now is and may, at the option of the County, be devoted. Licensee undertakes and agrees to use the Licensed Premises in such manner as will not injure or unreasonably interfere with the full use and enjoyment by the public of the property lying outside of the boundaries of the Licensed Premises.

4. LICENSED PREMISES

- 4.1 The Licensed Premises is that portion of the Property located within the boundaries of the Los Angeles County Arboretum and Botanic Garden together with all necessary space and easements for access and utilities, herein referred to as the "Licensed Premises," as shown in Exhibit A, attached hereto and incorporated herein by reference.
- 4.2 Licensee acknowledges personal inspection of the Licensed Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the Licensed Premises in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.
- 4.3 Licensee may make or construct or cause to be made or constructed additions, alterations, repairs, routine maintenance, replacements or other changes to the Licensed Premises at Licensee's expense, provided written approval thereof is first obtained from the Director, such approval not to be unreasonably withheld or conditioned, provided however, permits are obtained as required, and there is compliance with such terms and conditions relating thereto, as may be reasonably imposed thereon by the Director. The parties hereby agree that if Licensee's alterations or changes do not increase the size of the Tower or appurtenant structure(s), Director shall not impose a condition for additional License Fees.

However, should Licensee's alterations or changes add significant capacity or otherwise significantly improve the Tower or appurtenant structure(s) the Director reserves the right to require additional consideration to the County. Notwithstanding anything to the contrary, Licensee is not required to obtain approval for routine maintenance and replacement of damaged/non-functioning equipment with substantially similar equipment provided written notice is provided to the Director detailing the replacement of damaged/non-functioning equipment and the equipment that will be used to replace it.

- 4.4 Licensee hereby acknowledges the title of the County or its successors in the Property, to the Licensed Premises and the improvements located thereon, excepting the Antenna Facilities and all improvements operated by Licensee upon the Licensed Premises, and covenants and agrees never to assail, contest or resist said title. Licensee further agrees that Licensee's use and occupancy of the Licensed Premises shall be used as herein granted.
- 4.5 Ownership of the Antenna Facilities and all improvements constructed by Licensee upon the Licensed Premises and all alterations, additions or betterments thereto shall remain with Licensee until termination of this License Agreement, and, at Licensee's option, may be removed by Licensee at any time during the Term subject to the termination clause in this License Agreement. Upon termination hereof, whether by expiration of the Term, cancellation, forfeiture, revocation, or otherwise, Licensee shall remove the Antenna Facilities and restore the Licensed Premises to substantially the condition in which it existed immediately prior to construction start, reasonable wear and tear excepted within ninety (90) days of the termination of this License Agreement. In the event of Licensee's failure to do so, County may restore the Licensed Premises entirely at the risk and expense of the Licensee.

5. TERM

- 5.1 The initial term ("Initial Term") of this License Agreement will be for a period of five (5) years commencing on March 1, 2022, or upon full execution of this License Agreement, whichever is later ("Commencement Date"). Director shall have the sole option to extend this License Agreement, unless terminated as provided

hereinafter, and by written notification to the Licensee for one (1) additional, five-year term (“Renewal Term”) for a maximum total term of ten (10) years. The Renewal Term will be on the same terms and conditions as set forth herein, however, consideration for the Renewal Term shall be no less than the minimum amount of consideration, provided for in Section 6.0, Consideration. The Initial Term and Renewal Term are collectively referred to as the Term (“Term”).

6. CONSIDERATION

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

6.1.1 Commencing on the Commencement Date of this License Agreement, as provided for in Section 5.0, the first payment of rent shall be due and shall be payable by Licensee within sixty (60) days following the Commencement Date, and thereafter rent will be payable on the first day of the month for which payment is to be received.

6.1.2 Commencing on March 1st of each year throughout the Term, the monthly rent amount to be paid will be increased by an amount equal to three and one-half percent (3.5%), rounded to the nearest dollar, as shown in Subsection 6.1.3 below.

6.1.3 Following the Commencement Date of the License Agreement, Licensee shall pay the County the following rent per month identified within the following specific License Period.

<u>License Period</u>	<u>Monthly Amount</u>
March 1, 2022 – February 28, 2023	\$7,265
March 1, 2023 – February 29, 2024	\$7,519
March 1, 2024 – February 28, 2025	\$7,782
March 1, 2025 – February 28, 2026	\$8,055
March 1, 2026 – February 28, 2027	\$8,337
Renewal period (if exercised):	
March 1, 2027 – February 29, 2028	\$8,629
March 1, 2028 – February 28, 2029	\$8,930
March 1, 2029 – February 28, 2030	\$9,243

March 1, 2030 – February 28, 2031	\$9,567
March 1, 2031 – February 29, 2032	\$9,901

- 6.2 Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927 or such other place as may hereafter be designated in writing to the Licensee.
- 6.3 A late payment charge of ten percent (10%) of the monthly rent due to the County shall be added to any payment received by the Treasurer-Tax Collector after the due date. Licensee shall incur and hereby agrees to pay, a \$100.00 service fee for any check that is returned due to non-sufficient funds. For purposes of this Section 6.3, Licensee acknowledges that such payments are due on the 1st of each month and County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the 5th day of the applicable month when such payment was due. Furthermore, the late payment charge herein provided may be waived, whenever the Director finds late payment excusable by reason of extenuating circumstances. At no time during this License Agreement Term shall the County be obligated to notify Licensee of the accumulation of late payment charges.

7. STANDARD TERMS AND CONDITIONS

7.1 Amendments

- 7.1.1 In the event the County's Board of Supervisors or its designee requires the addition and/or change of certain terms and conditions in the License Agreement during the Term, the Director has the authority to negotiate such additions/or changes to such provisions as required by the County's Board of Supervisors and to implement such additions/or changes, a mutually agreeable and negotiated Amendment to the License Agreement shall be prepared and executed by the Director and Licensee. If the parties to this License Agreement do not mutually agree to the additions or changes as required by the County's Board of Supervisors, then either party can terminate this License Agreement on thirty (30) days' written notice to the

other party and the parties will have no further liability or obligations to each other under this License Agreement as of the effective date of such termination.

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

7.2 Assignment, Delegation and Transfer

- 7.2.1 Licensee shall not assign, delegate or transfer its rights or delegate its duties under this License Agreement, or both, whether in whole or in part, without the prior written consent of the Director, in its reasonable discretion, and any attempted assignment or delegation without such prior written consent shall be null and void. For purposes of this sub-paragraph, Director's consent shall require a written amendment to the License Agreement, which is formally approved and executed by the Director and Licensee. Any attempted assignment, delegation, or transfer without such consent shall be null and void and shall be deemed to be a material breach of this License Agreement and if not corrected within thirty (30) days after notice from County, is subject to immediate termination at the discretion of the Director.
- 7.2.2 Any assumption, assignment, delegation, transfer, takeover, or management of any of the Licensee's duties, responsibilities, obligations or performance of same by any entity other than the Licensee, whether through assignment, sublicense, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Director's express prior written approval, shall be a material breach of the License Agreement. In the event the Director determines, in his sole discretion, that the Licensee has violated the provision contained herein, the same shall constitute a material breach of this License Agreement upon which the County may determine to immediately cancel, terminate, or suspend this License Agreement and/or assess liquidated damages if such material breach is not corrected within thirty (30) days after notice from County. In the event of

such termination, County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee. Additionally, County shall be entitled to Liquidated Damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with this provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is the greater of twelve (12) times the current monthly rent or the balance of the rent that would be due if the License Agreement were to continue to the end of the Term if by then exercised. Licensee shall not assign, delegate (in part or in whole), or otherwise transfer its right under this License Agreement without prior written approval from the Director, as provided for in Paragraph 7.2.3 hereinafter, Director's approval not to be unreasonably withheld, conditioned or delayed.

7.2.3 If Licensee desires at any time to affect an assignment, delegation, or transfer, it shall first deliver to the Director:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee; and
- (iii) Proposed instrument of assignment.

The proposed instrument shall include a written assumption by the assignee of all obligations of Licensee under the License Agreement arising thereafter and assignee shall be liable to perform the full obligations of the Licensee under this License Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner reasonably satisfactory to the Director.

7.2.4 In the event Licensee submits a request for Director's prior written consent to give, assign, transfer, delegate, or grant control of this Agreement, in whole or in part, and Director gives written consent, Licensee shall pay County a transfer fee equal to the greater of: (1) a transfer fee of fifty-

thousand dollars (\$50,000) or one percent (1%) of the gross sale price. Said sum shall be payable to the County of Los Angeles Department of Parks and Recreation in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the reasonable approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County.

7.3 Sublicensing

Licensee shall not sublicense in whole or in part, any portion of this Agreement. Any attempted sublicense shall be null and void and shall be deemed to be a material breach of this License Agreement, upon which the County may determine to immediately cancel, terminate, or suspend this License Agreement and/or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with this provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is six (6) times the current month's rent and all sums received by the Licensee under the sublicense and that the Licensee shall be liable to County for liquidated damages in said amount and subject to immediate termination of License Agreement at the sole discretion of the Director. The colocation of another provider who does not have a separate agreement with the County shall be considered a sublicense for the purposes of this agreement.

7.4 Authorization Warranty

The parties to this License Agreement represent and warrant that the person executing this License Agreement is an authorized agent who has actual authority to bind that party to each and every term, condition, and obligation of this License

Agreement and that all requirements of that party have been fulfilled to provide such authority.

7.5 Compliance with Applicable Law

- 7.5.1 In the performance of this License Agreement, Licensee shall comply with all applicable Federal, State and local laws, rules, regulations, ordinance, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this License Agreement are hereby incorporated herein by reference. Licensee shall at all times hold a valid FCC license for the Use Granted and obtain and keep in effect all required permits and licenses required to engaged in the Use Granted on the Licensed Premises.
- 7.5.2 Licensee shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees, agents, or Sub-Licensees, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Licensee's indemnification obligations under this Paragraph 7.5 shall be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval, County's approval not to be unreasonably withheld or conditioned.

7.6 Compliance with Civil Rights Laws

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

7.7 Conflict of Interest

7.7.1 No County employee whose position with the County enables such employee to influence the award of this License Agreement or any competing license, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this License Agreement. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

7.8 County's Quality Assurance Plan

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

7.9 Damage to County Facilities, Buildings or Grounds

7.9.1 The Licensee shall repair, or cause to be repaired, at its own costs, any and all damage to County facilities, buildings, or grounds caused by the Licensee or employees or agents of Licensee. Such repairs shall be made immediately after the Licensee has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

7.9.2 If the Licensee fails to make the repairs as required in 7.9.1 above, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Licensee by cash payment upon demand.

7.10 Destruction of Premises and Construction by County Affecting Premises

In the event the Licensed Premises shall be totally or partially destroyed, so as in Licensee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities, this License Agreement shall terminate immediately upon written notice by Licensee to County. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, except if caused by County, in which event Licensee shall have all rights and remedies available to it under law and equity, and Licensee shall be entitled to the reimbursement of any

Rent prepaid by Licensee. If Licensee elects to continue this License Agreement, then all Rent may be abated until the Licensed Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction at the Director's discretion. If Licensee elects to continue this License Agreement, County agrees to permit Licensee's placement of temporary facilities in a mutually agreeable location during Licensee's restoration work for a period up to twelve (12) months. Such temporary facilities shall be governed by all of the terms and conditions of this Agreement, including Rent.

7.11 Force Majeure

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

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

7.11.3 In the event Licensee's failure to perform arises out of a force majeure event, Licensee agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise

mitigate the damages and reduce the delay caused by such force majeure event.

7.12 Governing Law, Jurisdiction, and Venue

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

7.13 Independent Licensee Status

7.13.1 This License Agreement is by and between the County and the Licensee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Licensee. 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.

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

7.13.3 The Licensee understands and agrees that all persons performing work pursuant to this License Agreement are, for purposes of Workers' Compensation liability, solely employees of the Licensee and not employees of the County. The Licensee 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 Licensee pursuant to this Agreement.

7.14 **Indemnification**

Licensee 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 and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

7.15 **General Insurance Requirements**

Without limiting Licensee’s indemnification of County, and in the performance of this License Agreement and until all of its obligations pursuant to this License Agreement have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 7.15 and 7.16 of this License Agreement. These insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License Agreement.

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

- Certificate(s) of insurance coverage (Certificate) reasonably satisfactory to County, and a copy of a Blanket Additional Insured endorsement confirming County has been included as an Additional Insured as their interest may appear under this Agreement under the Licensee’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this License Agreement.
- Renewal Certificates shall be provided to County within ten (10) days Licensee’s policy expiration dates.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the licensed party in this License Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number and its financial rating.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of blanket additional insured endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Contracts and Procurement Division
1000 S. Fremont Ave., Unit #40, A-9 West Building
Alhambra, CA 91803

Licensee also shall as soon as practicable report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall as soon as practicable notify County of any third party claim or suit filed against Licensee or any of its Sub-Licensee which arises from or relates to this License Agreement

and could result in the filing of a claim or against Licensee and/or County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Employees and Volunteers (collectively County) shall be included additional insureds as their interest may appear under this Agreement under Licensee's required General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

7.15.3 **Cancellation of or Changes in Insurance**

Upon receipt of notice from its insurer(s) Licensee shall provide County with thirty (30) days' prior written notice of cancellation. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this License Agreement.

7.15.4 **Failure to Maintain Insurance**

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

7.15.5 **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.

7.15.6 **Licensee's Insurance Shall Be Primary**

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

7.15.7 **Waivers of Subrogation**

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

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

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR.

7.15.9 **Claims Made Coverage**

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this License Agreement. Licensee understands and agrees it shall maintain such coverage for a period of not less than one (1) year following License Agreement expiration, termination or cancellation.

7.15.10 **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 or equivalent with no insured versus insured exclusions or limitations.

7.15.11 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions not more often than once per Term, conditioned upon County's determination of changes in risk exposures.

7.15.12 **Notification of Incidents, Claims, or Suits**

Licensee shall report to County:

- a. Any accident which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within forty-eight (48) hours of Licensee's notice thereof.
- b. Any third-party claim or lawsuit filed against Licensee arising from or related to services performed by Licensee under this License Agreement.
- c. Any injury to a Licensee employee which occurs on the Licensed Premises. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this License Agreement.

7.15.13 **Compensation for County Costs**

In the event that the Licensee fails to comply with any of the indemnification or insurance requirements of this License Agreement, and such failure to comply results in any costs to the County, the Licensee shall pay full compensation for all costs incurred by the County.

7.16 **Insurance Coverage Requirements**

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

- 7.16.1 **Commercial General Liability:** Insurance (written on ISO policy form or its equivalent) with limits of the following:

General Aggregate: \$2,000,000

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

7.16.2 **Commercial Automobile Liability:** insurance (providing scope of coverage equivalent to ISO policy form or equivalent) with limits of \$1 million combined single limit each accident for bodily injury and property damage covering all owned, leased, hired, and/or non-owned autos, as each may be applicable.

7.16.3 **Workers Compensation and Employer's Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of \$1 million each accident/disease/policy limit. If Licensee 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 including the County as the Alternate Employer. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Licensee and for all risk to such persons under this License Agreement with limits of the following:

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

7.16.4 **Property Coverage**

Licensee shall be responsible for loss or damage to its property subject to the indemnifications requirements in this License Agreement, if any. Licensee may self-insure any of the required coverage under this License Agreement.

7.17 Nondiscrimination and Affirmative Action

- 7.17.1 Licensee certifies and agrees that to the best of its knowledge, all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, creed, color, 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.
- 7.17.2 The Licensee certifies and agrees that it will deal with its Sub-Licensees, bidders, or vendors without regard to or because of race, color, religion, ancestry, nation origin, sex, age, physical or mental disability, material status, or political affiliation.
- 7.17.3 The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply; with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License Agreement or under any project, program, or activity supported by this License Agreement.
- 7.17.4 If the County finds that any of the above provisions of this subparagraph 7.20 have been violated, such violation shall constitute a material breach of this License Agreement upon which the County may terminate or suspend this License. While the County reserves the right to determine independently that the anti-discrimination provisions of this License have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this License Agreement.

7.17.5 The parties agree that in the event Licensee violates the anti-discrimination provisions of this License Agreement, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this License Agreement.

7.18 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Licensee. This License Agreement shall not restrict the Director from entering into agreements for similar, equal or like goods and/or services from other entities or sources.

7.19 Notices

All notices or demands required or permitted to be given under the terms of this License Agreement or any law applicable thereto shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service; or sent by next-business-day delivery via a nationally recognized overnight courier. The address to be used for any notice served by mail upon Licensee shall be:

Los Angeles SMSA Limited Partnership, a California Limited Partnership, dba
Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

or such other place as may hereafter be designated in writing by either party. The address to be used for any notice served by mail upon County shall be:

Department of Parks and Recreation
Contracts and Procurement Division
1000 S. Fremont Ave., Unit #40, A-9 West Building, 2nd Floor,
Alhambra, CA 91803

Director may hereafter designate any other place in writing to Licensee by the Director. Notice shall be effective when properly sent and received or refused or returned undelivered. Service by mail shall be deemed complete four (4) days after deposit in the above-mentioned manner.

7.20 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Licensee and the County agree that, during the Term of this License Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

7.21 Public Records Act

7.21.1 Any documents submitted by the Licensee; all information obtained in connection with the County's right to audit and inspect the licensee's documents, books, and accounting records, pursuant to Section 8.13, Record Retention and Inspection Audit Settlement of this License Agreement become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

7.22 **Publicity**

7.22.1 The Licensee shall not disclose any details in connection with this License Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Licensee's need to identify its services and related clients to sustain itself, the County shall not inhibit the Licensee from publishing its role under this License Agreement within the following conditions:

- The Licensee shall develop all publicity material in a professional manner; and
- During the Term of this License Agreement, the Licensee 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.

7.22.2 The Licensee may, without the prior written consent of County, indicate in its proposals and sales materials that it contracts with the County of Los Angeles, provided that the requirements of this sub-paragraph 7.27 shall apply.

7.23 **Recycled Bond Paper**

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

7.24 **Right of Entry**

Any officer and/or authorized employees of the County may enter upon the Licensed Premises at any and all reasonable times for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Licensed Premises, provided that County gives Licensee twenty-four (24) hour prior notice prior (except in an emergency situation(s) to entry so as to give Licensee an opportunity to have its representative present, and provided further County does

not physically touch Licensee's equipment or interfere with Licensee's operations of its Antenna Facilities.

7.25 Security Deposit

7.25.1 Licensee shall issue a certified check to the County in the sum of Ten Thousand Dollars (\$10,000) as a security deposit ("Security Deposit"), which shall be made by Licensee within sixty (60) days following the Commencement Date of the License Agreement.

7.25.2 Said Security Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee, and may be applied in the satisfaction and/or mitigation of damages arising from a breach hereof; including but not limited to: delinquent payments, correction of maintenance deficiencies; loss of revenue due to abandonment; discrimination; a breach of obligations by Licensee, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

7.25.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages upon receipt of written notification from County, Licensee shall immediately pay to the County such sums as necessary to restore the Security Deposit to the full amount required hereunder.

7.25.4 Said Security Deposit shall be returned to Licensee upon termination of this License Agreement and restoration of the Licensed Premises to substantially the condition in which it existed immediately prior to construction start, reasonable wear and tear excepted, less any amounts applied by County as heretofore provided.

7.26 Surrender of Premises

Upon the expiration or within thirty (30) days after the earlier termination of this License Agreement for default or other breach, Licensee shall peaceably vacate the Licensed Premises and remove any and all improvements located thereon and deliver up the same to County in the same condition that existed prior to

construction of the Antenna Facilities in a reasonably good condition, ordinary wear and tear excepted.

7.27 Termination for Convenience; Suspension

7.27.1 Termination for Convenience. The License Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion, to be in its best interest. Termination of the License Agreement hereunder shall be effected by notice of termination for convenience to Licensee specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than ten (10) calendar days after notice.

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

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

b) In the event the entire License Agreement is suspended, and the period of suspension exceeds one (1) calendar year, this License Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

7.28 Termination for Default

7.28.1 Occurrence of the following events shall constitute a default under this License Agreement if not cured to the satisfaction of the Director, within the applicable cure period set forth below (a "Default"). In the event of a Default, the County shall be entitled to pursue termination of this License Agreement as set forth in Section 7.28.2 below.

- The failure of Licensee to pay the amount due in Paragraph 6, Consideration, for the use granted herein in the manner and amount set forth hereinbefore, where such failure continues for thirty (30) calendar days after receipt of written

notice of Licensee's failure to make the payment when due;
or

- Licensee fails to comply with the terms of this License Agreement, where such failure continues for thirty (30) days after receipt of a written notice of Licensee's failure from County for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure a particular default within thirty (30) days after receipt of such notice and continues such performance diligently to completion, said time limit may be waived at the Director's Discretion.

7.28.2 Upon the occurrence of any one or more of the Defaults as described herein, this License Agreement shall be subject to cancellation by County. As a condition precedent to the Director cancelling, the Director shall give Licensee thirty (30) days prior written notice by personal service or by registered or certified mail of the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such action by the Director, if request is made therefore.

7.28.3 County shall have the right to effect cancellation of this License Agreement and recover from Licensee (a) the balance of the unpaid rent at the time of the breach to which the County would be entitled during the remainder of the Initial Term or current Renewal Term of this License Agreement, (b) any damages to the Licensed Premises caused by the negligence or willful misconduct of Licensee, and (c) reasonable attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

7.28.4 Upon cancellation, County shall have the right to take possession of the Licensed Premises, and Licensee shall be entitled to and shall be obligated to remove its Antenna Facilities therefrom and return the

property to the condition prior to the construction of the Antenna Facilities thereon.

7.28.5 The rights and remedies of the County provided in this sub-paragraph 7.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

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

7.28.7 In the event of a default by County of the terms and provisions of this License Agreement, in addition to any and all rights and remedies available to Licensee under law and equity, Licensee shall have the right to terminate this License Agreement upon thirty (30) days written notice to County.

7.29 Termination for Improper Consideration

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

7.29.2 Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud

Hotline at (800) 544-6861 or to such other number as may be provided to Licensee in writing by County.

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

7.30 Validity

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

7.31 Waiver

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

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

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

7.31.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more

instances. The rights, powers, options and remedies given to the parties by this License Agreement shall be cumulative.

7.32 Termination for Insolvency

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

- If Licensee is deemed to be insolvent. The Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Licensee is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Licensee; or
- The execution by the Licensee of a general assignment for the benefit of creditors.

7.32.2 The rights and remedies of the County provided in this sub-paragraph 7.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

7.33 Contract Enforcement

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

7.33.2 Any officers and/or authorized employees of the County may enter upon the Facility at any time for the purpose of determining whether or not

Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Facility.

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

7.34 Cancellation

- 7.34.1 Upon the occurrence of any one or more of the events of default hereinafter described in Subparagraph 7.34, Events of Default, this License Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Licensee ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefore.
- 7.34.2 Upon cancellation, the County shall have the right to take possession of the Facility, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this License Agreement.
- 7.34.3 Action by the County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.
- 7.34.4 In the event that, following service of the Notice of Cancellation of this License Agreement under the provisions of this clause, it is determined for any reason that the Licensee was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Licensee has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations

of the parties shall be the same as if the Notice of Cancellation had not been issued.

7.35 Facsimile and Electronic Representation

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

7.36 Termination Upon Transfer of Title or Park Closure

7.36.1 Notwithstanding any other provision of this License Agreement, in the event the County transfers its interest in the Park and the Facility to a governmental agency (assignee), the County reserves the right to: terminate this License Agreement; or provided there is consent agreement to said assignee. County shall provide the Licensee with notice of termination or assignment of this License Agreement pursuant to this provision.

7.36.2 Notwithstanding any other provision of this License Agreement, in the event the County closes the Park, this License Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Licensee shall immediately cease its operations, and within thirty (30) days thereafter remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Licensee of such park closure.

7.37 Taxes and Assessments

7.37.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, including, but not limited to possessory interest taxes, assessments, fees or charges which at any

time may be levied by the State, County, City or any other tax or assessment-levying body upon the Facility and any improvements located thereon.

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

7.38 **Contract Alert Reporting Database**

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

8. UNIQUE TERMS AND CONDITIONS

8.1 **Advertising Materials and Signs**

Except for warning signs required by law, Licensee shall not post signs upon the Licensed Premises or improvements thereon or distribute or cause to be distributed any advertising materials unless prior approval therefore is obtained from the Director.

8.2 **Habitation**

The Licensed Premises shall not be used for human habitation.

8.3 **Illegal Activities**

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

8.4 **Maintenance**

Licensee shall be responsible for maintaining the Licensed Premises in good and commercially reasonable condition and repair.

8.5 **Non-Interference**

Licensee shall not use the Licensed Premises in any way which interferes with the use of the Property by County, or lessees or licensees of County, with equipment installed prior in time to Licensee's installation; and similarly, County agrees to use best efforts to ensure that its use of the Property and the use of the Property by its

lessees, licensees, employees, invitees or agents will not in any way interfere with the operation of Licensee's then current Antenna Facilities.

For purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Antenna Facilities.

8.6 Safety

Licensee shall immediately correct any unsafe condition on the Licensed Premises, as well as any unsafe practices occurring thereon. Licensee shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Licensed Premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Licensee's structures and enclosures. Licensee, at its expense, may use any and all appropriate means of restricting public access to the Licensed Premises, including, without limitation, the construction of an enclosure as depicted on Exhibit A.

8.7 Sanitation

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the Licensed Premises and within a distance of fifty (50) feet thereof, and Licensee and County shall prevent any accumulation thereof from occurring.

8.8 Security Devices

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Licensed Premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director, such approval not to be unreasonably withheld or conditioned.

8.9 Utilities

Licensee shall pay for all costs, fees or charges for the application, installation, maintenance or the use of any utilities or services required in the exercise of its

rights as herein granted. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to submeter utilities from County. It shall be the Licensee's responsibility to read and remit the appropriate costs to the County. Except as otherwise set forth in Section 8.9, herein, Licensee waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, electrical apparatus or wires serving the Licensed Premises.

8.10 Licensee's Staff and Employment Practices

8.10.1 Licensee shall designate one member of its staff as an Operations Manager with whom the County may deal with on a daily basis. Any person selected by Licensee as an Operations Manager shall be fully acquainted with the Licensee's operation, familiar with the terms and the conditions prescribed therefore by this License Agreement and authorized to act in the day to day operation thereof.

8.10.2 Licensee shall establish an identification system for each of its personnel assigned to service the Licensed Premises that clearly indicates the name of the person. The identification system shall be furnished at Licensee's expense and may include appropriate uniform attire and name badges as routinely maintained by Licensee.

8.11 Compliance with County's Smoking Ban Ordinance

This License Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code. See Exhibit B.

8.12 Hazardous Materials

Licensee shall comply with all Federal, State, and local laws and regulations concerning its use, release, storage and disposal of hazardous substances on the Licensed Premises and the Property. For purposes of this License Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or

radioactive substances, as defined in California Health and Safety Code Section 25306, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time. The parties recognize that Licensee is only using a small portion of the Property and that Licensee shall not be responsible for any environmental condition or issue existing prior to the date of this License Agreement, except to the extent resulting from the Use Granted.

8.13 Counterparts/Electronic Signature

This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. In electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. The parties (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are

expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and California Uniform Electronic Transactions Act (“UETA”)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

9. ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto, constitutes the entire License Agreement between County and Licensee for the authorized operations and use granted herein within the Property. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the Licensee’s operation and the Licensed Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this License Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

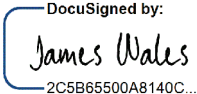
IN WITNESS WHEREOF, Licensee has executed this License Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this License Agreement to be executed on its behalf by the Director of Parks and Recreation thereof, the month, the day and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

COUNTY OF LOS ANGELES

By: _____
Norma E. García-González, Director
Department of Parks and Recreation

**LOS ANGELES SMSA LIMITED
PARTNERSHIP, A CALIFORNIA LIMITED
PARTNERSHIP, DBA VERIZON WIRELESS**

By: AirTouch Cellular Inc.
Its: General Partner

By: _____

2C5B65500A8140C...
James Wales Executive Director-Network

Name and Title

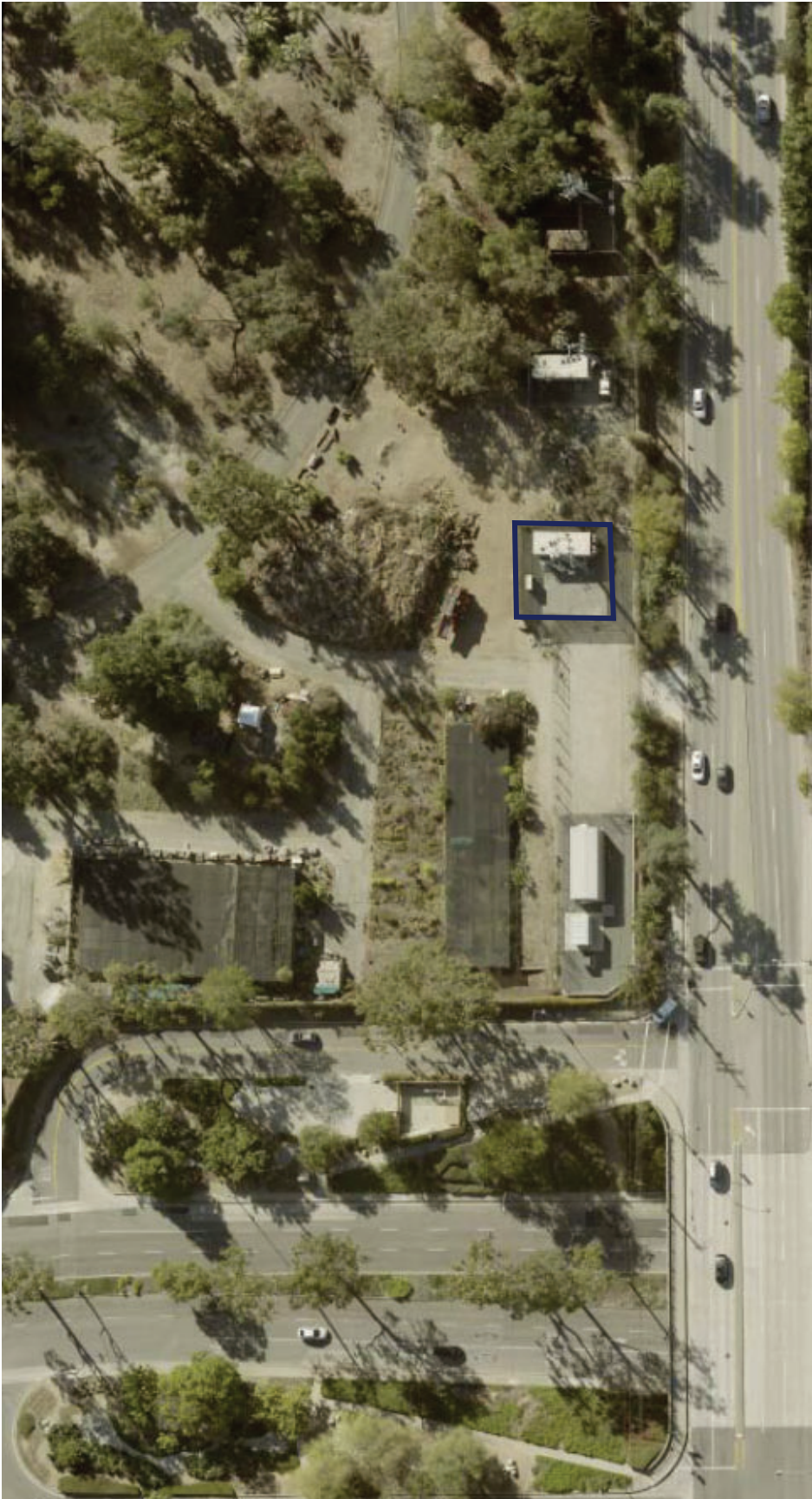
APPROVED AS TO FORM:

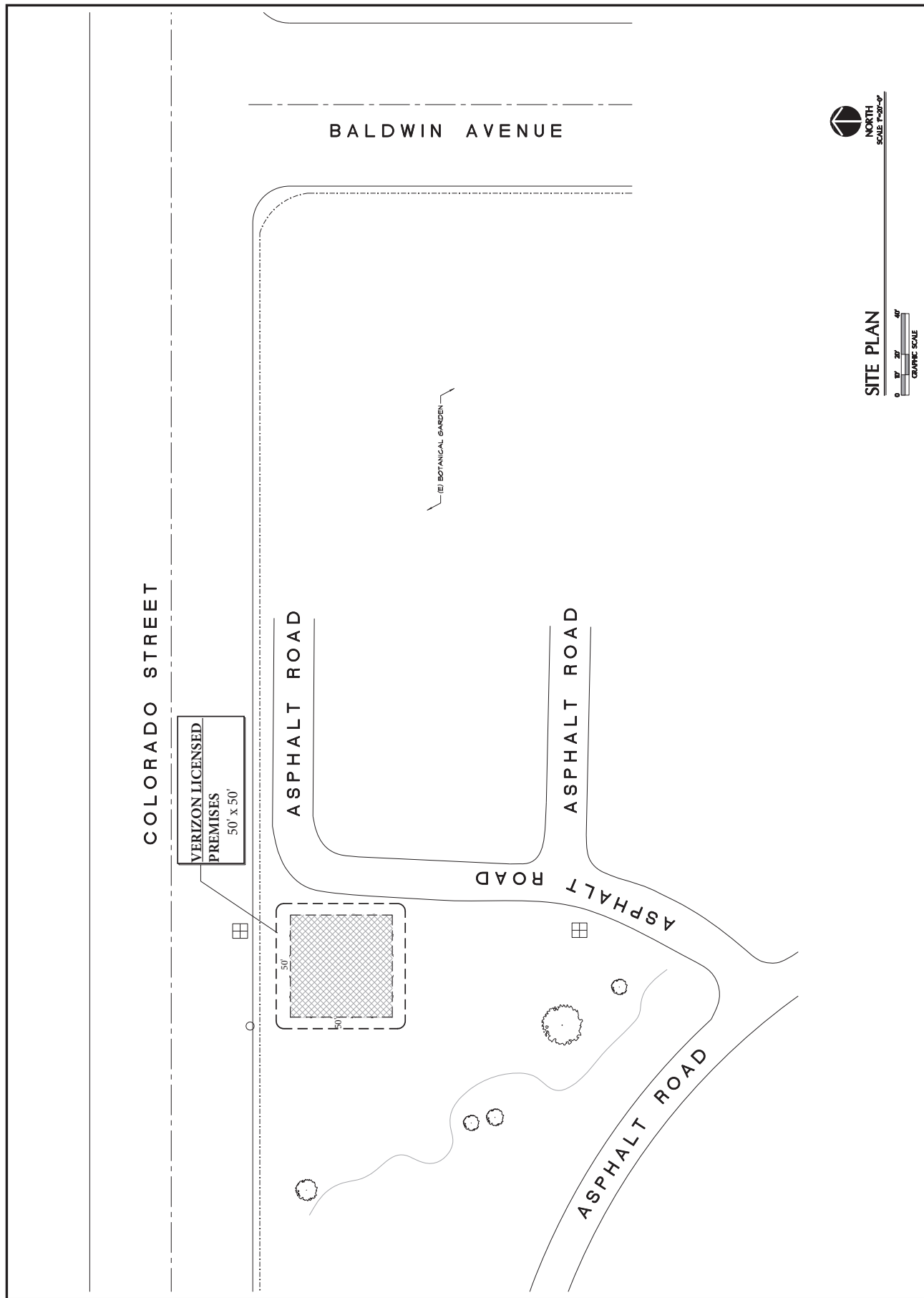
Rodrigo Castro Silva, Acting County Counsel

By:  _____
Sonia L. Chan, Deputy County Counsel

EXHIBIT A

DEMISES PREMESIS





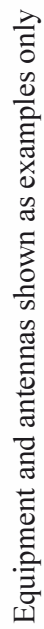


EXHIBIT B

SMOKING BAN ORDINANCE

ORDINANCE NO. 2009-0044

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

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

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

17.04.035 Contract-operated facilities.

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

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

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) 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}

Certificate Of Completion

Envelope Id: 6878182C2F184875B2B1D8016FCC7465

Status: Completed

Subject: DEXTER/1549147/Gio Flores-Reviewer Approved 12-27-21/Exec Director

Source Envelope:

Document Pages: 49

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Giovanni Flores

AutoNav: Enabled

giovanni.flores@verizonwireless.com

Enveloped Stamping: Enabled

IP Address: 69.78.66.88

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Giovanni Flores

Location: DocuSign

12/27/2021 1:56:47 PM

giovanni.flores@verizonwireless.com

Signer Events**Signature****Timestamp**

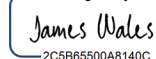
James Wales

jim.wales@verizonwireless.com

Executive Director-Network

Security Level: Email, Account Authentication
(None)

DocuSigned by:


2C5B65500A8140C...

Sent: 12/27/2021 2:00:16 PM

Viewed: 12/27/2021 2:06:14 PM

Signed: 12/27/2021 2:06:29 PM

Signature Adoption: Pre-selected Style

Using IP Address: 148.64.20.58

Electronic Record and Signature Disclosure:

Accepted: 12/27/2021 2:06:14 PM

ID: 7958c34f-ac00-4b2f-a37c-e3c3a4ef5265

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

eric meurs

eric.meurs@plancominc.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/27/2021 2:00:17 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael Collier

michael.collier@verizonwireless.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/27/2021 2:00:17 PM

Viewed: 12/27/2021 2:08:21 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Reena Yuba

ryuba@mcguirewoods.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/27/2021 2:00:17 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	12/27/2021 2:00:17 PM
Certified Delivered	Security Checked	12/27/2021 2:06:14 PM
Signing Complete	Security Checked	12/27/2021 2:06:29 PM
Completed	Security Checked	12/27/2021 2:06:29 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact VBG Network Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tricsha.fatakia@verizonwireless.com

To advise VBG Network Real Estate of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tricsha.fatakia@verizonwireless.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from VBG Network Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tricsha.fatakia@verizonwireless.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with VBG Network Real Estate

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to trisha.fatakia@verizonwireless.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.

NOTICE OF PUBLIC HEARING RELATING TO THE PUBLIC PARK PRESERVATION ACT

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

WHEREAS, the Los Angeles County Department of Parks and Recreation is considering an offer to grant a license agreement to dedicate approximately 2,500 square feet within Los Angeles County Arboretum and Botanic Garden for the operation of a cellular antenna facility by Los Angeles Standard Metropolitan Statistical Area (SMSA) Limited Partnership, dba Verizon Wireless; and

WHEREAS, the Los Angeles County Board of Supervisors will review the proposed dedication of less than one acre of park land for the continued operation of a cellular antenna facility. As consideration for said dedication of land, funds from said license agreement shall be used to improve the botanic garden in question.

NOW, THEREFORE NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors, on the 15th day of February 2022, at 9:30 a.m., or as soon thereafter as it may be heard in Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, to conduct public hearing pursuant to the *Public Park Preservation Act of 1971* on the dedication of less than one acre of park land in exchange for compensation from the license agreement to fund improvements to the Los Angeles County Arboretum and Botanic Garden. Please note that due to the COVID-19 pandemic, a virtual public hearing may be held. The Los Angeles County facilities may still be closed to the public at this time. Further notice is given that the Board of Supervisors may continue this hearing from time to time.

Written comments may be sent to the Executive Office of the Board of Supervisors at Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 383, Los Angeles, California 90012.

For further information, please call +1 (213) 738-2961. Para información en español, favor de llamar al número de teléfono +1 (213) 738-2952.

POSTED: January 6, 2022

AWARD BOARD LETTER MINORITY VERIFICATION SHEET

DIVISION	
AGENDA DATE	
SUBJECT: 	
How many of the proposers are certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
Answer: 	
How many of the contract awards are going to certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
Answer: 	