CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK
ROOM 395, CITY HALL
LOS ANGELES, CALIFORNIA 90012

CALIFORNIA ENVIRONMENTAL QUALITY ACT

NEGATIVE DECLARATION

(Article V — City CEQA Guidelines)

CITY CLERK'S USE

DOCUMENT FILED
City Clerk's Office
No. RP 110-86
Certified by CP
Date MAR 10 1986

LEAD CITY AGENCY	COUNCIL DISTRICT
RECREATION AND PARKS	#2
PROJECT TITLE	**CASE NO.**
GENE AUTRY WESTERN HERITAGE MUSEUM	N/A

PROJECT LOCATION
The project site is located in the northeastern corner of Griffith Park in the "Pine Meadows" area.

PROJECT DESCRIPTION: The proposed project involves the granting of a long-term lease to the Gene Autry Western Heritage Foundation by the City of Los Angeles Department of Recreation and Parks to use thirteen (13) acres of land in the "Pine Meadows" area of Griffith Park for the construction and operation of the Gene Autry Western Heritage Museum.

NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY
Gene Autry Western Heritage Foundation
5858 Sunset Boulevard
Los Angeles, California 90078

FINDING:

▶ The Department of Recreation and Parks of the City of Los Angeles has determined that this project will not have a significant effect on the environment for the following reasons:

- Mitigation measures are available that will reduce any potentially adverse impacts to an acceptable level.
- Project is not being sited on, or in close proximity, to any environmentally sensitive land uses. Development of the western heritage museum will complement the Los Angeles Zoo which lies immediately west of the project site.
- Project is compatible with the Griffith Park Master Plan.

▶ SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED.

"Any written objections received during the public review period are attached together with the responses of the Lead City Agency."

THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.

NAME OF PERSON PREPARING THIS FORM	TITLE	TELEPHONE NUMBER
DAVID ATTAWAY	ENVIRONMENTAL ASSOCIATE II	(213) 485-5551

ADDRESS	SIGNATURE (Official)	DATE
City of Los Angeles Department of Recreation & Parks 200 N. Main St., Rm. 1290, CHE Los Angeles, CA 90012	Alan Faircloth	3/7/86

Form Gen. 157 (6-80) (Appendix C)

APPENDIX C

GROUND LEASE BETWEEN

THE CITY OF LOS ANGELES AND

THE GENE AUTRY WESTERN HERITAGE MUSEUM

THIS GROUND LEASE is entered into this 23rd day of January, 1987, by and between the City of Los Angeles, (hereinafter referred to as "CITY") a municipal corporation, acting through its Board of Recreation and Park Commissioners, and the Gene Autry Western Heritage Museum, a non-profit charitable California corporation.

WITNESSED

WHEREAS, the CITY owns and controls certain park lands, known as Griffith Park; and

WHEREAS, said park lands are under the management and control of the Los Angeles City Board of Recreation and Park Commissioners, (hereinafter referred to as the "BOARD"; and

WHEREAS, the Gene Autry Western Heritage Museum (hereinafter referred to as the "MUSEUM"), is a non-profit

charitable corporation formed for the purpose of establishing, developing, operating, and improving the Gene Autry Western Heritage Museum; and

WHEREAS, MUSEUM's specific goals are to assemble a collection of artifacts and memorabilia covering the heritage of the American West for the education and enjoyment of the general public, and to promote the general knowledge and appreciation of western heritage through exhibitions, research, education, and preservation; and

WHEREAS, MUSEUM has acquired a collection of western heritage artifacts and memorabilia and has special abilities in the areas of presentation, fund raising, education, community support and operations; and

WHEREAS, the CITY and the MUSEUM desire to enter into a ground lease for the use of certain land in Griffith Park (as described in Exhibits A and B hereto), which lease shall set forth the duties, obligations, responsibilities, aims, and goals of the parties, for the specific purpose of providing a Western Heritage Museum for the citizens of Los Angeles and surrounding communities,

NOW, THEREFORE, in consideration of the premises, and the terms, convenants and conditions set forth herein, the parties covenant, agree and represent as follows:

I. TERM:

The term of the Agreement shall begin on 1/23 1986, and shall expire fifty (50) years thereafter, unless (i) extended by mutual agreement, or (ii) previously terminated in accordance with other provisions of this Agreement such as default. Reference to "termination of this Agreement" shall be deemed to refer to both the end of the Lease Term, as indicated by (i) and an (ii) event unless the context otherwise indicates.

II. RENT:

In consideration for the operation of the Western Heritage Museum as herein set forth at the Lease Premises within Griffith Park, and in consideration of the attendant benefits to the people of the City of Los Angeles, MUSEUM shall make rental payments to the CITY at the rate of one dollar ($1.00) per annum during the term of this Agreement.

III. PREMISES:

With the exception of the waste water treatment plant referenced in Article XIX of this Agreement, CITY hereby leases to MUSEUM the land described in Exhibits A and B attached hereto and incorporated herein by this reference (map and legal description of "Lease Premises" or "Premises"), that portion of Griffith Park generally located south and east of Zoo Drive, west of the Route 5 ("Golden State") Freeway, and north of the adjacent golf course. MUSEUM accepts the Lease Premises, including the bridle trail thereon, on an "as is" basis, with no obligation on the part of CITY to modify or alter the Lease Premises.

MUSEUM shall not interfere with the public's enjoyment and use of that portion of the Lease Premises surrounding the Western Heritage Museum for the park purposes for which it is intended. MUSEUM shall not erect any fence or barrier along the perimeter of the Lease Premises (except to the extent set forth in the approved plans) or use the premises for any purposes which are not connected with its operations and/or purpose. Except as otherwise provided in Article XVI and this Article III, MUSEUM shall not, without the written consent of CITY, rent, sell, lease, or offer any space for storing of any article or articles unrelated to the MUSEUM within or on the premises.

IV. MUSEUM FUNCTIONS AND OPERATION:

As partial consideration for the use of City-owned property at Griffith Park, the collections of the MUSEUM which are on exhibit on the Lease Premises shall be open to the general public at least five (5) days each week (excepting national holidays), for a minimum period of thirty-five (35) hours each week (or such lesser period as the General Manager shall approve), with the overall operation shedule to be developed by mutual agreement of the General Manager and MUSEUM. MUSEUM shall post its operating schedule in a conspicuous place near the entrance to the MUSEUM and shall adhere to the posted hours of operation. Any changes in said operating schedule shall be posted for a reasonable period in advance of the date on which such changes are to take effect. The MUSEUM shall operate the Western Heritage Museum, develop educational activities, docent tours, volunteer training, speakers bureau, seminars and workshops, special education programs, educational visual aids, library, outreach programs, additions to the MUSEUM displays, and similar programs and events for the benefit of the general public, all to the extent the MUSEUM's fund-raising and staff commitments shall allow.

V. INSURANCE:

A. Prior to the occupancy of the Lease Premises at Griffith Park, under the terms and conditions of this Agreement, the MUSEUM shall furnish the CITY with evidence of insurance from insurers acceptable to the CITY and in a form acceptable to the Los Angeles City Attorney (or of comparable self-insurance in a form acceptable to the Los Angeles City Attorney), for the following coverages and minimum limits of insurance which shall be maintained by MUSEUM at its sole cost and expense throughout the term of this lease:

1. MUSEUM shall obtain insurance coverage for Comprehensive General Liability with Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury coverages included and shall provide for total limits of not less than ONE MILLION DOLLARS ($1,000,000) Combined Single Limit. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Evidence of such coverage shall be on the CITY's Additional Insured endorsement form or on an endorsement to the policy (or self-insurance form) acceptable to the Los Angeles City Attorney and provide for the following:

a. Include the CITY, its officers, agents and employees as additional insureds with MUSEUM for the development and operation of the Western Heritage Museum at Griffith Park and all activities and insured risks related thereto.

b. That the insurance is primary and not contributing with any other insurance maintained by the City of Los Angeles.

c. That the policy include a Severability-of-Interest or Cross-Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability."

d. That the policy shall not be subject to cancellation, change in coverage, reduction in limits, or non-renewal of a continuous policy except after written notice to the Los Angeles City Attorney by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

B. Prior to the commencement of any construction or expansion of the Western Heritage Museum, or major internal or external improvements to the MUSEUM structure, MUSEUM shall, at its sole cost and expense, cause to be provided and kept in full force and effect "all risks" builder's risk insurance, including vandalism and malicious mischief, covering improvements in place, and all materials and equipment at the job site. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as hereinafter provided.

C. At all times during the Lease Term that the builder's risk insurance provided for above is not in full force and effect with respect to the improvements on the premises, MUSEUM shall, at its sole cost and expense, provide and keep in force insurance policies, protecting CITY and MUSEUM as their interests may appear, against loss or damage to the improvements on the premises, in an amount equal to not less than eighty percent (80%) of the full replacement value thereof providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). The full replacement value of the improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at

the time the policy or policies are obtained. MUSEUM further covenants and agrees, at its sole cost and expense, to provide and keep in full force and effect boiler and machinery insurance on all air conditioning equipment, boilers, and other pressure vessels and systems, whether fired or unfired, serving the improvements on the premises.

D. Proceeds from the insurance policies described in B above shall be the sole property of MUSEUM and shall be applied by MUSEUM first as provided in Article IX and remaining proceeds shall be used by MUSEUM in its sole discretion.

E. MUSEUM may obtain insurance covering its Western Heritage Collection in its sole discretion. CITY shall have no right to require such insurance nor shall CITY be deemed a beneficiary thereof. No claims will be made to CITY by MUSEUM for losses sustained by MUSEUM with respect to the Western Heritage Collection.

F. By executing this Agreement, MUSEUM hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for workers' compensation and em-

ployers' risk or to undertake self-insurance in accordance with the provisions of said code, and that it will comply with such provisions before commencing the performance of the work of this Agreement.

G. MUSEUM shall obtain Comprehensive Automobile Liability insurance covering the use of owned, non-owned, hired and leased vehicles for total limits actually arranged by MUSEUM, but not less than ONE MILLION DOLLARS ($1,000,000) Combined Single Limit per occurrence. Evidence of such coverage shall be provided in the same form as and contain the same provisions as the Comprehensive General Liability insurance. The Comprehensive Automobile Liability coverage may be included with the Comprehensive General Liability coverage.

H. BOARD reserves the right at any time during the term of this Agreement, applying generally accepted risk management principles, to change the amounts and types of insurance required hereunder by giving MUSEUM ninety (90) days' written notice.

VI. BONDS:

Prior to the initiation of construction for any phase of development, expansion, internal or external improvements, or any other work associated with the development

of the Western Heritage Museum, the MUSEUM shall file with the CITY a surety bond (or an approved substitute for such surety bond as allowed herein) satisfactory to the CITY in the amounts and for the purposes noted herein (the "Payment Security"). The Payment Security shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California or, if an approved substitute for such surety bond is used, such substitute shall be duly executed, valid and binding on the issuer or maker. The MUSEUM or the MUSEUM's contracted construction firm shall pay all Payment Security premiums, costs and incidentals.

If a surety bond is used, the bond shall be signed by both the MUSEUM or the MUSEUM's contracted construction firm and the Surety and the signature of the authorized agent of the Surety shall be notarized.

The MUSEUM shall provide sufficient Payment Security. The Payment Security shall be for not less than one hundred percent (100%) of the construction contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the construction firm on the work. Except for monthly reductions as hereinafter provided, the Payment Security shall be maintained in full force and effect until the work as shown on the approved plans is substantially

completed and accepted by MUSEUM and the BOARD, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The Payment Security shall be in one of the following forms, but not a combination thereof:

(a) A cash deposit made with the Treasurer of the City of Los Angeles.

(b) A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the CITY, which may be immediately cashed.

(c) A check drawn on and certified by any bank that is a member of the Los Angeles Clearing House Association, payable to CITY, which may be immediately cashed.

(d) United States Government negotiable securities (i.e., treasury bills, treasury notes, or treasury bonds) payable to bearer or endorsed to the order of CITY.

(e) A certificate of time deposit in a bank that is a member of the Los Angeles Clearing House Association, payable to the order of CITY, which may not be cashed until and unless necessary to satisfy claims for material and labor.

(f) A corporate surety bond of a surety company satisfactory to the CITY.

(g) A letter of credit from a financial institution acceptable to the CITY, which letter of credit shall be drawable by CITY to satisfy any clams for material and labor.

(h) A completion guaranty from the Autry Foundation or Gene Autry personally in form and substance, and backed by security, acceptable to CITY in its sole discretion.

The above instruments, other than the corporate surety bond and letter of credit must be accompanied by an agreement of deposit and indemnity, approved as to form and legality by the City Attorney, wherein MUSEUM unconditionally agrees that in the event of any failure to complete the improvements pursuant to the approved plans or to fully pay for material and labor, CITY shall have full power and authority

to use the deposit in whole or in part to pay CITY for any losses or damages. Every certificate of time deposit must be accompanied by express authority for the bank or other depository or the debtor to pay CITY the amount of the deposit which, when drawn, may then be deposited in the City Treasury in the manner governing deposit of cash in the City Treasury by the Charter of the City of Los Angeles. Every deposit of security shall be accompanied by authority to permit the registration of the security in the name of CITY or its nominee. All deposits of cash or checks shall be immediately deposited in the City Treasury.

The Board shall authorize and request the City Treasurer of the City of Los Angeles to receive any United States Government negotiable securities or certificate of time deposit together with the properly executed agreement of indemnity and deposit for safekeeping. A receipt shall be issued by the Treasurer to the Board and MUSEUM therefor. In the event said securities are to be converted to cash because of default, the Board may authorize and request the Treasurer to cash or sell said negotiable instruments or securities on its behalf.

United States Government negotiable securities shall during the period in which the Payment Security is to be in effect have a par value of $100,000.00 or more and a

market value of not less than $90,000.00. In the event the market value of said securities declines, MUSEUM shall, upon written demand of the GENERAL MANAGER, within ten days of the mailing by the Department of such demand, pledge and furnish such additional United States Government negotiable securities with appropriate agreement of indemnity and deposit approved as to form and legality by the City Attorney, as may be necessary to maintain the specified par and market value of securities on deposit. If such additional securities are not received by the Department within ten days after the mailing of written notice as stated above, all default provisions may be exercised at the discretion of the CITY.

In the event of maturity of the securities prior to the end of the period in which the Payment Security is to be in effect, the GENERAL MANAGER shall authorize and request the Treasurer to redeem the securities. The CITY shall then use the proceeds of the redeemed securities to purchase a sufficient amount of United States Government negotiable securities to be at least equal as to both par and market values as specified herein and place them with Treasurer on receipt. If the redemption proceeds are not sufficient, MUSEUM shall deposit cash with the Treasurer in an amount sufficient to make up the difference within ten days of mailing of notice of deficiency.

Should any Payment Security become insufficient, the MUSEUM or the MUSEUM's contracted construction firm shall make such Payment Security sufficient within ten (10) days after receiving notice from the CITY. Should any surety at any time be unsatisfactory to the CITY, notice will be given the MUSEUM to that effect. Changes in the work, or extensions of time, made pursuant to the construction contract, shall in no way release the MUSEUM or the MUSEUM's contracted construction firm from their obligations. Notice of such changes or extensions shall be waived by any Surety.

Upon notice to the Board as hereinafter provided, the Payment Security may be reduced monthly as Progress Payments are made to the Contractor under that certain Management Contract between MUSEUM and Kiewit Construction Company dated September 26, 1985. Upon the making of a Progress Payment for which MUSEUM requests a reduction in the Payment Security, MUSEUM shall submit to the Board appropriate evidence of such Progress Payment along with the Contractor's request for payment and the architect-engineer's approval thereof. The Board shall then, within thirty days of receipt of such notice and satisfactory evidence supporting same, cause or allow the Payment Security to be reduced by an amount equal to ninety percent (90%) of such Progress Payment

It is further agreed that the Payment Security shall be subject to approval by the City Attorney and shall guarantee compliance with all applicable provisions of Sections 62.105 through 62.118 of the Municipal Code of the City of Los Angeles.

VII. HOLD HARMLESS:

During the term of this Agreement MUSEUM agrees to indemnify and hold the CITY, its officers, agents and employees harmless from and against any and all loss, liability, claim or damage, including damage to MUSEUM's property, that may arise out of or result from the activities or negligent acts or omissions of MUSEUM, its officers, agents and employees or the use of the Lease Premises at Griffith Park for the development and operation of the Western Heritage Museum or related activities. MUSEUM shall, at its own cost, expense and risk, pay all legal costs and reasonable attorney fees connected with defending any and all legal proceedings that may be brought against CITY, its officers, agents and employees, on any liability, claim or demand and satisfy any and all settlements and judgments that may be made by or rendered against any of them arising from activities or negligent acts

or omissions of MUSEUM, its officers, agents and employees or from the use of CITY property; provided that CITY shall notify MUSEUM of any such liability, claims, or demands and provide MUSEUM the opportunity to participate in any litigation and/or settlements.

VIII. POSSESSORY INTEREST TAX:

No interest in real property is hereby conveyed; however, by the execution of this Agreement and accepting the benefits thereof, a property interest known as "possessory interest" may be created and such property interest will be subject to property taxation. MUSEUM, as the party to whom the possessory interest is vested, shall be responsible for the payment of all property taxes levied upon such interest.

IX. IMPROVEMENTS, MAINTENANCE AND REPAIR:

A. All improvements constructed on the premises by MUSEUM at any time and from time to time during the Lease Term shall be owned by MUSEUM during the Lease Term (including any extension thereof). Except as hereinafter provided, all improvements on the premises at the end of the Lease Term shall, without any obligation on the part of CITY to compensate MUSEUM therefor, become and remain CITY's property free and clear of all claims to or against such improvements by

Property Taxation

MUSEUM or any third party. MUSEUM shall take reasonable steps to remove all such claims of third parties existing at that time. Notwithstanding the foregoing, all bronze and other decorative metal, stain glass windows, historic buildings and similar items or structures which MUSEUM deems to be part of its collection shall be removable at the end of the Lease Term, whether or not such items are improvements or fixtures.

B. MUSEUM shall keep the Lease Premises clean and sanitary at all times. No refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain thereon, and MUSEUM shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Lease Premises. MUSEUM shall provide for the collection and removal of all garbage and/or refuse from the Lease Premises as often as is necessary and in no case less than twice weekly. MUSEUM shall furnish all equipment and materials therefor, including trash receptacles of a size, type and number approved by CITY for use by the public. Such approval shall not be unreasonably withheld. MUSEUM shall provide an enclosed area concealing trash storage from public view.

C. MUSEUM shall correct all safety deficiencies and violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the Lease Premises. In the event of injury to a patron or customer, MUSEUM shall use its best efforts to provide prompt and qualified medical attention to the injured person. As soon as possible thereafter, MUSEUM shall submit to CITY a City Form General No. 87 ("Non-Employee Accident or Illness Report").

D. CITY shall maintain and repair sewage lines and storm drainage lines (if any) within the boundaries of the Lease Premises. In no other event shall CITY be required or obligated to perform any maintenance or to make any repairs, changes, alterations, additions, improvements or replacements of any nature whatsoever, on the Lease Premises or the improvements thereon, or any part thereof, at any time during the Lease Term. Nothing contained herein shall be construed as requiring CITY to make any repairs or to do any maintenance necessitated by reason of the negligence of MUSEUM or anyone claiming under MUSEUM, or by reason of the failure of MUSEUM to observe or perform any conditions, covenants or agreements contained in this Agreement, or by reason of any damage to or destruction of other property caused by any improvements, alterations or additions made by MUSEUM or anyone claiming through MUSEUM.

E. Except as otherwise provided in this Article IX, if the improvements located on the premises are damaged and such damage was caused by fire or other peril covered by MUSEUM's insurance, MUSEUM agrees to repair such damage to the extent set forth hereafter, and this Agreement shall continue in full force and effect. If (i) such improvements are damaged as the result of any cause other than perils covered by MUSEUM's insurance, or (ii) during the last twenty (20) years of the term of this Agreement such improvements are damaged as the result of fire or other perils covered by MUSEUM's insurance, and the cost to repair such damages (as determined by MUSEUM in good faith) shall exceed thirty-five percent (35%) of the full replacement cost of the improvements, or (iii) during the last ten (10) years of the term of this Agreement such improvements are damaged as a result of fire or other peril covered by MUSEUM's insurance, and the cost to repair such damage (as determined by MUSEUM in good faith) shall exceed fifteen percent (15%) of the full replacement cost of the improvements, then MUSEUM may, at MUSEUM's option, either (A) repair such damage as soon as reasonably practicable at MUSEUM's sole cost and expense, in which event this Agreement shall continue in full force and effect, or (B) give written notice to the CITY within ninety (90) days after the date of occurrence of such damage of MUSEUM's intention to cancel and terminate this Agreement as of the date of the occurrence of such damage. Upon such

termination, MUSEUM shall complete demolition of the damaged Western Heritage Museum at MUSEUM's sole cost and expense and shall transfer any proceeds received from MUSEUM's insurance that are attributable to damage to the real property underlying the premises, if any, to CITY.

F. Notwithstanding anything to the contrary contained in this Article IX, if the improvements located on the Lease Premises are damaged during the last ten (10) years of the term of this Agreement and if such damage would not otherwise entitle MUSEUM to cancel and terminate this Agreement, MUSEUM may, at MUSEUM's option elect not to restore and repair the improvements, provided that this Agreement shall otherwise continue in full force and effect.

G. If this Agreement is not terminated pursuant to any of the provisions of this Article IX, MUSEUM shall, as soon as reasonably practicable and to the extent of available insurance proceeds, restore and repair the improvements to the same condition, to the extent possible, they were in immediately prior to the occurrence of the damage; provided, however, that this provision shall not be construed to limit MUSEUM's rights to elect instead to rebuild or restore the improvements on the premises.

X. MUSEUM USE:

A. The Lease Premises shall be used solely for the purpose of a Western Heritage Museum and operations and functions related to or incidental to such a museum, including offices and storage. Any concession operations, including the sale of food and/or beverages, gifts, materials and supplies, shall be subject to prior approval by the General Manager of the Department of Recreation and Parks ("General Manager") which shall not be unreasonably withheld or delayed.

B. The dispensing of beer, wine or other intoxicating liquors shall not be permitted, except by prior written approval of the General Manager.

C. No commercial advertising signs of any kind or type may be displayed at the Lease Premises without the prior written approval of the General Manager. Said approval shall not be unreasonably withheld or delayed.

D. All rates for services and merchandise charged by MUSEUM shall be uniform at all times and subject to approval of the General Manager. The standard used to approve (or disapprove) prices shall be the prevailing market price for comparable merchandise or types of service in similar

operations. At the beginning of each calendar year during the term of this Agreement MUSEUM shall submit to General Manager a list of all proposed fees and charges. MUSEUM will be notified in writing within thirty (30) days of General Manager's approval (or disapproval) of any or all of the proposed fees and charges. In the event of disapproval of any such fees or charges, General Manager shall specify the reasons therefor. CITY through the General Manager reserves the right to disapprove proposed fees and charges when it appears that proposed fees and charges are above the prevailing unsubsidized market rates for comparable services and/or merchandise in similar operations.

E. All admission fees charged by MUSEUM shall be subject to approval of the General Manager. The standard used to approve (or disapprove) admission fees shall be comparable unsubsidized museums and similar unsubsidized institutions (e.g. zoos) in the United States. At the beginning of each calendar year during the term of this Agreement MUSEUM shall submit to General Manager a list of all proposed admission fees. MUSEUM will be notified in writing within thirty (30) days of General Manager's approval (or disapproval) of any or all of the proposed admission

fees. In the event of disapproval of any such admission fees, General Manager shall specify the reasons therefore, along with the level of admissions fees which would be approved. CITY through the General Manager reserves the right to disapprove proposed admission fees when it appears that proposed admission fees are above the prevailing standard set forth above.

XI. COMPLIANCE WITH ALL LAWS AND REGULATION:

A. Federal, State and Local Laws. MUSEUM agrees that in achieving its goals as set forth in this Agreement, it will comply with all applicable laws, ordinances, rules and regulations set forth by CITY, the County of Los Angeles, the State of California and the Federal Government. MUSEUM shall also adhere to all rules and regulations heretofore adopted or that may hereafter be adopted by the Los Angeles City Board of Recreation and Park Commissioners.

B. City and the General Manager, their authorized representatives, agents and employees shall have the right to enter upon the Lease Premises at any and all reasonable times subject to reasonable prior notice (except in the case of

emergency) within operating hours for the purposes of inspection and observation of the MUSEUM's operations. Said inspections may be made by persons identified to MUSEUM as CITY employees or by independent contractors engaged by CITY.

C. MUSEUM shall be required to obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits,business licenses, health permits, etc.

D. During the term of this Agreement MUSEUM agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age or physical handicap. MUSEUM shall take affirmative action to insure that applicants for employment are treated during the term of this Agreement without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code Sections 10.8 et seq.

XII. UTILITIES:

MUSEUM shall pay all charges associated with the installation of electricity, natural gas, water and telephone services, as well as all periodic fees for said services.

CITY shall grant such utility easements and connections as may be necessary to provide any utility service, provided that the granting of said easements and connections shall be at no cost to the CITY.

XIII. PARKING:

CITY shall make available to MUSEUM and its visitors, guests, agents and employees the non-exclusive use of the parking lot described in Exhibit B hereto. Such lot shall be kept open for general Western Heritage Museum parking from 5:00 a.m. to 10:30 p.m. daily in accordance with Section 63.44 B.14 of the Los Angeles Municipal Code. CITY may extend the closing hour for Griffith Park and the herein described parking lot to 11:30 p.m. for special events conducted by MUSEUM at the Western Heritage Museum. No charge shall be made to MUSEUM, its guests, visitors, agents and employees for parking in the lot at any time.

XIV. DEFAULT AND CANCELLATION:

A. In the event MUSEUM materially breaches or defaults in the performance of any of the terms or conditions of this Agreement; or fails to conform to applicable laws, rules or regulations; or any of the directions or instructions that may be properly made by CITY; or becomes unable

through corporate or personal incapacity to fulfill its obligations under this Agreement; CITY shall have the following options without any further notice to or authorization from MUSEUM, and CITY's choice of any option shall in no way waive its rights to select any other option at any time:

1. CITY may give MUSEUM written notice of such default. If MUSEUM does not cure said default within thirty (30) days after notice (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, CITY may terminate this Agreement and MUSEUM shall vacate the premises and remove its collection, and/or

2. CITY may recover at law any and all claims which may be due CITY, and/or

3. CITY may perform such work as it deems necessary to cure said default and charge MUSEUM for the full cost of labor and materials expended, plus thirty percent (30%) of said cost for administrative overhead. The General Manager may exercise this option immediately in the event of a default involving sanitary or safety considerations. The General Manager may exercise this option with ten (10) days after giving MUSEUM written notice of a default involving premises maintenance.

The conduct of CITY or the acceptance of all or part of a rental payment by CITY for any period after a default shall not be deemed a waiver of any of these options, nor a waiver of the default of the same or any other term, covenant or condition. Any waiver by CITY of a default on the part of MUSEUM shall not be construed as, or constitute, a waiver of any subsequent default of the same or any other term, covenant or condition.

B. In the event CITY defaults in the performance of any of the terms or conditions of this Agreement, and if a written notice of such default is issued to CITY by MUSEUM by registered mail, and if CITY does not cure said default within thirty (30) days of receipt of said notice, the MUSEUM may immediately terminate this Agreement and/or recover at law any and all claims which may be due and obtain specific performance or any other remedy available in equity. However, if MUSEUM fails to notify CITY of its default within sixty (60) days after learning of its occurrence, MUSEUM shall have automatically waived any and all rights occurring hereunder with respect to such default.

XV. SURRENDER OF PREMISES

Upon termination of this Agreement, MUSEUM shall quit and surrender possession of the Lease Premises to the CITY in good and usable condition, subject to normal wear and tear. Except as provided in Article IX.A, any improvements which have been constructed or erected on the Lease Premises shall, upon termination of this Agreement, become the property of the CITY. The MUSEUM's western heritage collections, all personal property and fixtures related thereto, and all property described in Article IX. A shall remain the property of MUSEUM or its assigns and may be removed by the MUSEUM from the Lease Premises upon termination of this Agreement.

XVI. ASSIGNMENT AND SUBLETTING:

MUSEUM shall not under-let or sub-let the Lease Premises or any part thereof or allow the same to be used or occupied by any other person, group or organization for any other use than the herein specified, nor assign this Agreement, nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the written consent of BOARD, which consent shall not be unreasonably withheld or delayed for a sublease involving a use consistent with the terms of this Lease. In addition, the General Manager, or the BOARD may give consent for subleases of not

more than five days in duration involving uses of portions of the Lease Premises consistent with the terms of this Lease. Neither this Agreement nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings.

MUSEUM shall not rent, sell, lease or offer any space for storing any article or articles unrelated to MUSEUM within or on the Lease Premises, without the prior written consent of the General Manager.

XVII. BUSINESS RECORDS:

MUSEUM shall be required to maintain a method of accounting of all the receipts and disbursements in connection with MUSEUM which shall correctly and accurately reflect the gross receipts and disbursements received or made by MUSEUM from the operation of said concession. The method of accounting, including bank accounts, established for the subject concession shall be separate from the accounting systems used for any other business operated by MUSEUM or for recording MUSEUM's personal financial affairs. Such method shall include the keeping of the following documents:

A. Regular books of accounting such as general ledgers.

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

C. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

D. Cash register tapes shall be retained so that day to day sales can be identified.

E. Any other accounting records that CITY, in its sole discretion, deems necessary for proper accounting.

MUSEUM shall obtain and install a point of sale accounting procedure such as ticket dispensing machines or cash registers acceptable to the General Manager and MUSEUM, through which MUSEUM shall record all gross sales. Such machine(s) shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. MUSEUM shall not purchase or install the machines before obtaining the General e

Manager's written approval of the specific equipment to be purchased, such approval not to be unreasonably withheld or delayed. All such equipment shall have a counter which is visible to the public.

All documents, books and accounting records shall be open for inspection and reinspection with reasonable prior notice during regular operating hours during the term of this Agreement and for a reasonable period, not to exceed one year, thereafter. In addition, CITY may from time to time conduct an audit or reaudit of the books and business conducted by MUSEUM and observe the operation of business so that accuracy of the above records can be confirmed.

MUSEUM shall submit annually an audit report, prepared in a form and by a company approved by the General Manager, which approval shall not be unreasonably withheld or delayed, within one hundred twenty (120) days of the close of MUSEUM's fiscal year during the term of this Agreement. MUSEUM shall pay the cost of the audit. MUSEUM shall also submit to the General Manager copies of MUSEUM's federal and state income tax returns within fifteen days after the date on which such returns must be filed along with any amendments or supplemental filings related thereto.

XVIII. EARLY TERMINATION:

In the event that at any time after the first twenty-five (25) years of the Lease Term, MUSEUM is no longer able to carry out the purposes of this Agreement as set forth hereinabove because of (i) corporate incapacity, (ii) lack of funds, or (iii) changed conditions in general, then MUSEUM shall have the right to terminate this Agreement upon one year's prior written notice to CITY. In the event of the early termination of this Agreement, the provisions of Article XV of this Agreement shall pertain.

XIX. SEWAGE AND DRAINAGE LINE RELOCATION:

A. Both parties hereto acknowledge that the Los Angeles Zoo Waste Water Treatment Plan is located adjacent to the Lease Premises. This facility shall be operated and maintained at the sole cost and expense of the CITY. Additionally, the CITY Plans the construction of a new waste water treatment plant at a site immediately south of the existing plant. MUSEUM shall, at its sole cost and expense, relocate existing underground pool drain and storm drain

lines leading to the site of the existing waste water treatment plant in such a manner that (i) the lines are no longer under the proposed site of the Western Heritage Museum, and (ii) the lines may be directly intercepted and connected to the proposed new waste water treatment plant.

B. The relocation of underground lines referenced in Article XIX.A., above, shall at the sole cost and expense of MUSEUM include the restoration of any landscaping and ground in compliance with approved landscaping plans.

C. MUSEUM shall, at its sole cost and expense, provide any and all above-ground and underground utility lines, and related improvements, required for the successful operation of the Western Heritage Museum.

D. In the event that sewer and/or drainage lines are replaced, repaired or relocated as an element of a CITY project not related to the Western Heritage Museum, CITY agrees to restore, at its sole expense, any landscaping and ground conditions to the state existing prior to such activity.

XX. CONSTRUCTION OF MUSEUM:

A. CITY and MUSEUM agree.that the Western Heritage Museum shall be constructed in conformance with plans prepared by MUSEUM and approved by the BOARD. Such approval by the BOARD shall not be unreasonably withheld. Subject to all applicable laws, rules and regulations, MUSEUM shall be entitled to grade and contour the premises, to excavate and to take all other actions on the premises that may be necessary or desirable in order to construct the Western heritage museum and any subsequent improvements or additions thereto.

B. Following the original construction of the Western Heritage Museum, (i) any expansion or major permanent external modification to the existing museum structure with an estimated cost of five thousand dollars ($5,000.00) or more shall require the prior written consent of the BOARD and (ii) any expansion or major permanent internal modification to the existing museum structure with an estimated cost of Twenty-Five thousand dollars ($25,000.00) or more shall require the prior written consent of the BOARD. Said consents shall not be unreasonably withheld or delayed.

C. The BOARD's approval of plans for the Western Heritage Museum shall include the approval of plans for landscaping and other outdoor improvements related to the MUSEUM.

D. MUSEUM shall submit to BOARD reproduceable as built drawings of all improvements constructed on the Lease Premises with the sole exception of the security system.

E. Nothing contained herein shall be construed or deemed to create any obligation or liability, including without limitation liability as a guarantor or surety, on the part of CITY with respect to the Western Heritage Museum or any other improvements constructed from time to time on the premises, or any plans or specifications, construction contracts, financing or other matter, instrument or document of any nature whatsoever relating to such improvements. CITY is not and shall at no time be liable to any creditor of MUSEUM or any other persons occupying any part of the Lease Premises or the improvements thereon as a sublessee, licensee or otherwise or to any claimant against the estate or property of MUSEUM or such other occupants for any of their debts, losses, contracts or other obligations. The relationship between CITY and MUSEUM is solely that of ground lessor and ground lessee and is not and shall not be deemed a partnership or joint venture.

F. The Western Heritage Museum and any building, structure or other improvements in addition to the first phase of the Museum may be constructed or maintained by MUSEUM on the Lease Premises so long as said structure is substantially in conformity with plans approved by CITY.

G. MUSEUM, with the approval of the General Manager may relocate the sculpture (in the form of a fallen tree) currently located on the Lease Premises to another location on the Lease Premises or, with the Gemeral Manager's consent, to another location.

H. The Lease Premises is known as the "Pine Meadows" portion of Griffith Park and includes a number of specimen pine trees. Any trees located on the specific site of the Western Heritage Museum, or museum-related facilities, shall be relocated to or replaced at alternative sites with the Lease Premises at the sole cost and expense of MUSEUM.

XXI. SPECIAL EVENTS:

MUSEUM may conduct certain special events at the reasonable discretion and with the prior written approval of the General Manager, and in compliance with all department policies and procedures heretofore and hereafter adopted by the BOARD. MUSEUM shall provide for and assume all costs and

expenses for additional personnel and/or facilities that the General Manager deems necessary to accommodate said special event.

XXI. MISCELLANEOUS PROVISIONS:

A. Waiver by either CITY or MUSEUM of any breach by the other of any covenant, condition or obligation herein contained or failure by either CITY or MUSEUM to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the failure of any such covenant, condition or obligation or of any subsequent breach of any such covenant, condition or obligation nor bar any right or remedy of CITY or MUSEUM in respect of any such subsequent breach.

B. MUSEUM agrees on the last day of the Lease Term or on the earlier termination of this Agreement, to surrender the premises, including all then existing improvements other than the items identified in Article IXA hereof which are to be removed. No act or thing done by CITY during the Lease Term shall be deemed an acceptance of a surrender of the premises, and no agreement to accept such surrender shall be valid unless in writing and signed by CITY.

If MUSEUM fails to surrender the premises, together with the improvements thereon, upon the termination of this Agreement, MUSEUM agrees to indemnify and hold harmless CITY from and against any loss or liability, including costs and reasonable attorney's fees, resulting from such failure to surrender, including, but not limited to, any claims made by any succeeding tenant based on or resulting from such failure to surrender. Nothing herein contained shall be construed as a consent to any occupancy or possession of any portion of the premises and the improvements thereon by MUSEUM beyond the expiration of the Lease Term or the earlier termination of this Agreement.

C. Wherever in this Agreement it shall be required or permitted that notice, request, consent or demand be given or served by either party to this Agreement to or on the other, such notice, request, consent or demand shall be given or served and shall not be deemed to have been duly given or served upon the party to whom directed unless in writing and delivered personally or forwarded by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to CITY:

Board of Recreation and
Park Commissioners
Room 1330, City Hall East
200 North Main Street
Los Angeles, California 90012

If to General Manager:

General Manager
Department of Recreation
and Parks
Room ___, City Hall East
200 North Main Street
Los Angeles, California 90012

If to MUSEUM:

Executive Director
Gene Autry Western
Heritage Museum
5858 Sunset Boulevard
P. O. Box 710
Los Angeles, California 90078

Either party may change its address for notice by written notice given to the other in the manner hereinabove provided. Any such notice, request, consent or demand shall be deemed to have been duly given or served on the date personally delivered or shown on the return receipt or other evidence of delivery.

D. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it

is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of California.

E. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

F. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

G. This Agreement contains all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representatons of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties.

H. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

I. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

J. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and the neuter and feminine includes the masculine and the neuter, and each includes corporations, partnerships or other legal entities when the context so requires.

K. No amendment, modification, supplement or mutual termination of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by CITY and MUSEUM.

L. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services (excepting only the obligation to pay rent due hereunder), or to discharge any lien against the premises, or to perform and

comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce. or exercise any of its right under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions, governmental restrictions, acts of God or other similar causes beyond the reasonable control of the nonperforming party; provided, however, that notwithstanding any of the provisions of the foregoing, the nonperforming party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinabove specified.

M. In the event that MUSEUM is not then in default hereunder, commencing two years prior to the scheduled expiration of the Term of this Lease, CITY agrees to consider re-leasing to MUSEUM the Lease Premises upon terms and conditions mutually acceptable to CITY and MUSEUM. The foregoing agreement, however, shall not be construed so as to obligate CITY to enter into any agreement not permitted by law or to impose any obligations on the Lease Premises or either party,

if such obligations would violate the Rule against Perpetuities, Sections 715-719 of the Civil Code, the City Charter, or any other applicable state or municipal statute, ordinance or regulation (as they may be revised from time to time).

CITY OF LOS ANGELES, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By _____
President

By _____
Secretary

GENE AUTRY WESTERN HERITAGE MUSEUM

By _____
President

By _____
Secretary

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By: _____

Date: 11-17-00

EXHIBIT A

Legal Description

EXHIBIT A

Legal Description

The following legal description is subject to verification by CITY based on an accurate survey or other reliable information.

That portion of the Rancho Los Feliz as finally confirmed to Dona Maria Ygnacia Verdugo in the City of Los Angeles, County of Los Angeles and State of California shown on the map recorded in Book 1 Pages 16 -164 patents in the office of the County Recorder said County described as follows:

Beginning at the most southerly corner of Parcel 1A as described in the Judgement and final order of condemnation in Case No. 856206 in Superior Court of the State of California in and for the County of Los Angeles, the certified copy thereof having been recorded on November 9, 1965 instrument number 4300 in Book 3110 Page 614 or O.R. of said County; thence along the westerly line of said Parcel 1A, as follows:

N18° 27' 55"W 515.96 ft., N34° 54' 33"W 128.19 ft., N45° 53' 0.1" W 298.87 ft., N66° 12' 31"W 68.26 ft., N21° 29' 39"W 20 ft. to the beginning of a non-tangent curve concave northwesterly and having a radius of 280.50 ft., a radial line of said curve to said point bears S21° 29' 39"E; thence southwesterly along said curve, through a central angle of 21° 29' 39", an arc distance of 105.23 ft., thence tangent to said curve west 15.00 ft. to the beginning of a tangent curve concave to the southeast and having a radius 74.00 ft.; thence southwesterly along said curve through a central angle of 82° 33' 05" an arc distance of 106.62 ft.; thence tangent to said curve S07°26' 55"W 134.80 ft.; thence S0° 28' 29"E 173.50 ft.; thence S0° 00' 01"W 110.22 ft.; thence S0° 08'32"E 124.42 ft.; thence S0° 13' 03"E 492.86 ft.; thence 20° 52' 52"E 32.32 ft. to the beginning of a tangent curve concave westerly and having a radius of 30.93 ft.; thence southerly along said curve through a central angle 20° 07' 05", an arc distance of 10.86 ft.; thence tangent to said curve S 0° 45' 47" E 15.36 ft.; thence N89° 55' 28"E 75.08 ft.; thence S 0° 02' 28" W 28.24 ft.; thence N70° 04' 23" E 709.42 ft. to the westerly line of Parcel 1, as described in said Judgement and final order of condemnation entered in Case No. 856206 of Superior Court; thence along said westerly line of Parcel 1, N14° 45' 41"W 116.21 ft. to the point of beginning.

And excluding therefrom the waste disposal plant area utilized by the Los Angeles Zoo (legal description to be provided when available)

THIS LEGAL DESCRIPTION IS INTENDED TO COVER THE AREA BOUNDED BY ZOO DRIVE ON THE NORTH AND WEST, ROUTE 5 ON THE EAST, AND THE GOLF COURSE ON THE SOUTH AND MAY BE CORRECTED AS NECESSARY TO ACCURATELY REFLECT THE INTENDED BOUNDARIES

037145-069/DWC/GROUND/LEASE/1
02/19/86

EXHIBIT B

Parking Lot Description

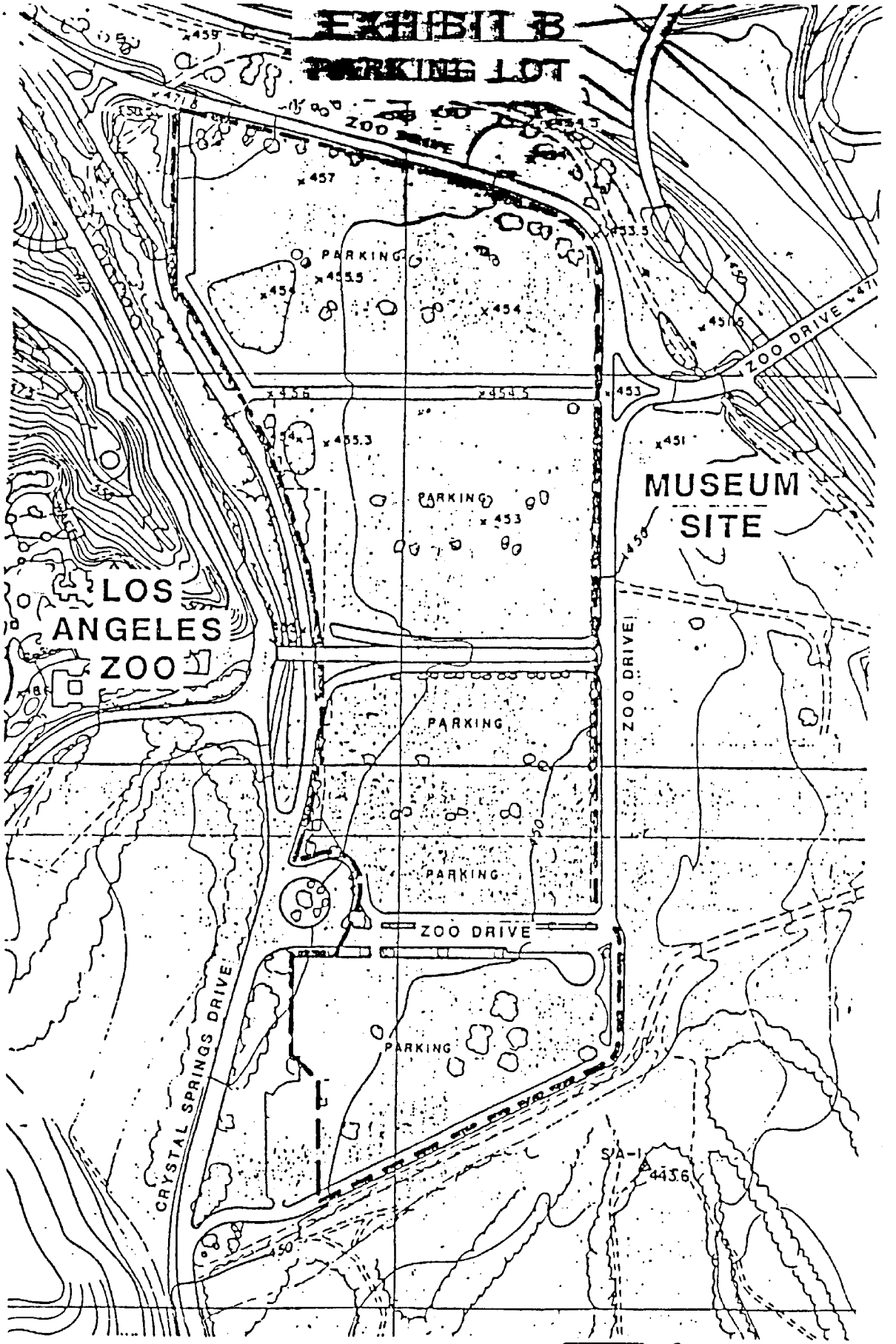


EXHIBIT B
PARKING LOT
ZOO DRIVE
PARKING
MUSEUM SITE
LOS ANGELES ZOO
ZOO DRIVE
PARKING
PARKING
ZOO DRIVE
PARKING
CRYSTAL SPRINGS DRIVE
SVA-1
443.6
LEGEND
N
BOUNDARY OF EXISTING PARKING

SCHEDULE "C" (continued)

MINORITY/WOMEN BUSINESS ENTERPRISE QUESTIONNAIRE

		Name	Title	Minority	Women
4.	Hire/Fire Management	same as #1			
5.	Purchasing of Major Equipment/ Supplies	same as #1			
6.	Supervision of Field Operations	same as #1			

10. For each person listed in Question 9, attach a brief summary of the person's experience, number of years with the firm and qualifications.

11. Identify any owner (Question 8) or management official (Question 9) who is or has been, within the last two years, an employee of another firm that has an ownership interest or a present business relationship with this firm. Present business relationships include shared space, equipment, financing, or employees as well as joint ownership.

none

12. Type of Firm: (check as applicable)
n/a a public benefit corporation has no shareholders or members

☐ Private firm at least 50% owned and controlled by Minorities and/or Women.

☐ Public firm at least 51% owned and controlled by Minorities and/or Women.

13. Indicate if this firm or other firms with any of the same officers have previously received or been denied participation as a MBE/WBE and describe the circumstances. Indicate the name of the denying authority and the date of such denial.

n/a

DEPARTMENT OF RECREATION AND PARKS

CITY OF LOS ANGELES

SCHEDULE "C"

MINORITY/WOMEN BUSINESS ENTERPRISE QUESTIONNAIRE

1. Name of Firm	2. Telephone No.
GENE AUTRY WESTERN HERITAGE MUSEUM	(213) 460-5635

3. Business Address	City	State	Zip
5858 Sunset Blvd.	Los Angeles,	CA	90028

4. Name of Person to Contact	Title
Joanne Hale	Vice President & Executive Direc

5. Type of Ownership:

☐ Sole Ownership ☐ Partnership ☐ Corporation

☐ Joint Venture ☒ Specify Other

6. Contractor's License No. (include category)	Expiration Date
n/a	n/a

7. Nature of Firm's Business	Years in Business
operating museum	2

8. Identify all individuals who own 5% or more of this firm:

Name	Minority (Ethnicity)	Women	Years of Ownership	Ownership Percentage	Voting Percentage
n/a	A public benefit corporation has no shareholders or members				

With firms less than 100% Minority/Women-owned, list the contributions of money, equipment, real estate or expertise of each of the owners on a separate sheet.

9. Control of Firm - Indicate Control of Firm in the following areas:

	Name	Title	Minority	Women
1. Financial Decisions	Joanne Hale Jacqueline Autry	V.P. & Treasurer V.P. & secretary	yes	
2. Estimating	Same as #1			
3. Marketing/ Sales	Same as #1			

DEPARTMENT OF RECREATION AND PARKS
CITY OF LOS ANGELES

SCHEDULE "D"

MBE/WBE AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of (name of firm) Gene Autry Western Heritage Museum as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor, directly to the General Manager of the Department of Recreation and Parks, complete and accurate information regarding actual work performed on the project, the payment thereof and any proposed changes of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm."

Signature Jacqueline Autry Title Vice Pres + Sec.

Printed Name Jacqueline Autry Date Signed 1/13/87

NOTARY

CAT. NO. NN00737
TO 21945 CA (1–83)

TICOR TITLE INSURANCE

(Corporation)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On January 13, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline Autry personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and Secretary who is personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President & Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Linda J. Singer

OFFICIAL SEAL
LINDA J. SINGER
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 27, 1990

(This area for official notarial seal)

STAPLE HERE

CITY OF LOS ANGELES

STATEMENT REGARDING SOUTH AFRICA BUSINESS CONNECTIONS

DATE: 1/13/87

BID NO.: NA

GENE AUTRY WESTERN HERITAGE MUSEUM
Company Name

5858 SUNSET BLVD.
Company Address

LOS ANGELES CA. 9002

213-460-5676
Company Phone Number

By law, unless specific exemptions apply, the City of Los Angeles may not:

(1) purchase goods or services from South Africa; or

(2) purchase goods or services from companies and individuals that do business in or with South Africa.

Your answers to the following series of questions will enable the City to determine your business relationships, if any, with South Africa. When completing this statement, please keep in mind:

-----The City is prohibited by law from reviewing your bid without this statement. Failure to complete this statement accurately means that your bid will be considered non-responsive.

-----The information provided on this statement is being submitted by you under oath.

-----This statement must be completed by an authorized officer or authorized representative of your company.

-----Should you eventually enter into a contract with the City, the City will regard your provision of incorrect information on this statement as a substantial breach of that contract entitling the City to all rights and remedies provided in the City contract or otherwise available in law or equity.

-----Before completing this statement, we encourage you to review the attached information. The information should help you complete this statement accurately. The information should also make clear that the City takes a very broad view of what constitutes "doing business" in or with South Africa.

-----Should your present bid be successful, you will be under a continuing obligation for the duration of your contract with the City to notify the City of any change whatsoever in the information contained in this statement.

PLEASE CIRCLE THE CORRECT ANSWERS

I. Does your company:

(A) Have an agent or employee in South Africa? YES/(NO)

(B) Own property in South Africa in connection with a business? YES/(NO)

(C) Permit, with or without consideration, its name, trademark, trade name, trade secret, copyright, or patent to be used by an entity doing business in or with South Africa? YES/(NO)

(D) Pay a tax, levy, fee, duty, charge or similar sum to the government of South Africa? YES/(NO)

(E) Participate in a financial transaction which begins in, ends in, or passes through South Africa? YES/(NO)

II. Does any other person or entity:

(A) Own 50 percent or more of the voting securities of your company? YES/(NO)

(B) Beneficially own or control (whether directly or indirectly) 25 percent or more of the voting securities of your company, while no other person or entity owns or controls (whether directly or indirectly) an equal or larger percentage? YES/(NO)

(C) Operate your company under an exclusive management contract? YES/(NO)

(D) Have members of its Board of Directors who also constitute a majority of your company's Board of Directors? YES/(NO)

(E) Have the authority to appoint a majority of the Board of Directors of your company? YES/(NO)

(F) Have the authority to appoint the chief operating officer of your company? YES/(NO)

(G) Have, through any other mechanism, the authority or ability to establish or direct the general policies or day-to-day operations of your company? YES/(NO)

IF YOU ANSWERED "YES" TO ANY ONE OF THE PRECEDING QUESTIONS (A) THROUGH (G), THEN ANSWER THE FOLLOWING QUESTIONS:

Does the person or entity referred to in questions (A) through (G), above:

(H) Have an agent or employee in South Africa? YES/NO

(I) Own property in South Africa in connection with a business? YES/NO

(J) Permit, with or without consideration, its name, trademark, trade name, trade secret, copyright, or patent to be used by an entity doing business in or with South Africa? YES/NO

(K) Pay a tax, levy, fee, duty, charge or similar sum to the government of South Africa? YES/NO

(L) Participate in a financial transaction which begins in, ends in, or passes through South Africa? YES/NO

III. Does your company:

(A) Own 50 percent or more of the voting securities of any other entity? YES/(NO)

(B) Beneficially own or control (whether directly or indirectly) 25 percent or more of the voting securities of any other entity, while no other person or entity owns or controls (whether directly or indirectly) an equal or larger percentage? YES/(NO)

(C) Operate another entity under an exclusive management contract? YES/(NO)

(D) Have members of your Board of Directors who also constitute a majority of another entity's Board of Directors? YES/(NO)

(E) Have the authority to appoint the majority of the members of another entity's Board of Directors? YES/(NO)

(F) Have the authority to appoint the chief operating officer of another entity? YES/(NO)

(G) Have, through any other mechanism, the authority or ability to establish or direct the general policies or day-to-day operations any other entity? YES/(NO)

IF YOU ANSWERED "YES" TO ANY ONE OF THE PRECEDING QUESTIONS (A) THROUGH (G), THEN ANSWER THE FOLLOWING QUESTIONS:

Does the other entity referred to in responses (A) through (G), above:

(H) Have an agent or employee in South Africa? YES/NO

(I) Own property in South Africa in connection with a business? YES/NO

(J) Permit, with or without consideration, its name, trademark, trade name, trade secret, copyright, or patent to be used by an entity doing business in or with South Africa? YES/NO

(K) Pay a tax, levy, fee, duty, charge or similar sum to the government of South Africa? YES/NO

(L) Participate in a financial transaction which beings in, ends in, or passes through South Africa? YES/NO

IV. Are any of the goods that you will be providing to the City pursuant to this contract manufactured, produced, assembled, grown, or mined in South Africa? YES (NO)

V. The information contained on this statement represents a change in information that has previously been supplied to the City by our company? YES (NO)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Date & Place: JANUARY 13, 1987 @ LOS ANGELES, CA.

Jacqueline Autry
Authorized Officer or Representative

JACQUELINE AUTRY
Print or Type Name

VICE PRESIDENT + SEC.
Title of Authorized Officer or Representative

GENE AUTRY WESTERN HERITAGE MUSEUM
Company Name

5858 SUNSET BLVD.
Company Address

LOS ANGELES CA. 90028

213-460-5676
Company Phone Number

The Los Angeles Daily Journal

ORDINANCE NO. 161466

An ordinance adding Article 5 to Chapter 1 of Division 10 of the Los Angeles Administrative Code regard the City's contracting policies with companies doing business in or with South Africa.

WHEREAS, the citizens of the City of Los Angeles believe it is their responsibility acting by and through their government at all levels to take affirmative measur to express their repugnance to the system of apartheid; a

WHEREAS, the system of apartheid has institutionalized racial discrimination within South Afri so as to deny to the majority of its people fundamental human rights including the right to participate in the political process; and

WHEREAS, apartheid further serves to deny basic human freedom and dignity to the black majority by forcin them to live in designated homelands far from cities and employment, systematically denying them access to educati and training, relegating them to menial and low paying jo and severely restricting their freedom of movement, speec press and assembly; and

WHEREAS, the City of Los Angeles reaffirms its right to exercise its power to make economic decisions as a participant in the market place and to measure the moral character of its business relations in determining with who it shall conduct business; and

WHEREAS, exercise of such power is best achieved today by the City's ceasing to contract for the provision o acquisition of goods and services not subject to competitiv bidding with companies organized doing business in or with the government of South Africa, and further by the City's ceasing to purchase any product that is manufactured, produced, assembled, grown or mined in South Africa;

NOW THEREFORE,

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Chapter 1 of Division 10 of the Los Angeles Administrative Code is hereby amended to add a new Article 5 to read as follows:

ARTICLE 5.

SOUTH AFRICA RELATED CONTRACTS.

Sec. 10.31 Purpose.

The City of Los Angeles in exercising its power to make economic decisions as a participant in the market shall restrict, to the extent permissible and consistent with the City's interests, its contracting relative to goods and services to persons or entities which do not do business in or with South Africa.

Sec. 10.31.1 Definitions.

For purposes of this Article, the definitions of "awarding authority" and "contract" contained in Section 10.8.1 of this Code shall be applicable. In addition, the following definitions shall apply to the following terms used in this Article:

(a) "Bid documents" shall include requests for proposals (RFPs), invitations for bids (IFBs), request for qualifications (RFQs), advertisements for bids, and other similar documents.

(b) "City" shall mean the City of Los Angeles, and all awarding authorities thereof, including those Departments of the City which

exercise independent control over their expenditure of funds and which adopt policies consonant with the provisions of this Article.

(c) "Doing business" shall mean any person or entity engaged in the activity of a business, commercial enterprise, trade, calling, vocation, profession or any means of livelihood, whether or not carried on for gain or profit.

(d) "Goods and services" shall include, but not be limited to, goods, services, products, commodities, materials, supplies, equipment, and any rights in real or personal property.

(e) "Government of South Africa" or "South Africa" shall mean the Republic of South Africa and any territory controlled by the Republic of South Africa and any public or quasi-public entity operating as an agency or political subdivision of the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies (including all departments, agencies, and other instrumentalities of such bodies), public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a financial interest or operational responsibility.

(f) "Person or entity" shall include all individuals, domestic corporations, foreign corporations, associations, syndicates, joint stock companies, partnerships of every kind, joint ventures, clubs, unincorporated associations, and public agencies, including any parent company, subsidiary, exclusive distributor or company affiliated therewith.

Sec. 10.31.2 Prohibited Transactions.

The City shall not enter into or renew any contract nor shall it exercise any option pursuant to any contract:

(a) For goods which are manufactured, produced, assembled, grown or mined in South Africa.

(b) For goods and services with:

(1) The government of South Africa;

(2) Any person or entity organized under the laws of South Africa;

(3) Any person or entity who owns property or is doing business in South Africa; or

(c) For goods and services with any person or entity which is doing business with the government of South Africa or has done business with the government of South Africa within the preceding twelve (12) months.

Every bid document and contract to which this Article is applicable shall contain a recital of this Article.

Sec. 10.31.3 Statement Required From Bidder.

Prior to reviewing responses to bid documents for contracts covered by this Article, the awarding authority shall obtain from each person or entity seeking a contract award, a statement under penalty of perjury from an authorized representative, on a form to be provided, declaring the nature and extent to which said person or entity is doing business in or with South Africa. In the case of goods to be provided, a statement shall be included as to the origin of said goods, to the best of the person's or entity's knowledge. Further, said person or entity shall promptly notify the awarding authority in writing if there is a subsequent change in the nature or extent of its business in or with South Africa.

Sec. 10.31.4 Exemptions.

In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from the

application of Section 10.31.2:

(a) Contracts mandated to be let through competitive bidding by Charter Section 386(b);

(b) Contracts, including any amendments, modifications, or renewals of such contracts, in existence at the time of the effective date of this Article, and any subsequent amendments, modifications, or renewals of such contracts in which the scope or duration of the underlying contract is not significantly altered;

(c) Contracts for the purchase of any sole source goods and services;

(d) Contracts wherein application of this Article would disqualify all but a single bidder

(e) Contracts for the acquisition of news publication services;

(f) Contracts for the acquisition of transportation services;

(g) Contracts under which a financial institution engages in activities required to assure repayment of credit extended before the effective date of this Article;

(h) Contracts wherein application of Section 10.31.2 with reasonable foreseeability would result in a significant loss of quality or significant additional costs to the City;

(i) Contracts wherein the City Council determines that such application would otherwise be contrary to the best interests of the City.

Sec. 10.31.5 Contract Termination Upon Subsequent Determination of Ineligibility.

Each contract not exempted under this Article shall contain a provision granting the City the authority to terminate the contract and to refuse payment for goods received or services performed if the City determines that the person or entity under contract with the City was ineligible under this Article at the time of entering the contract or became ineligible thereafter.

Sec. 10.31.6 Rules and Regulations.

The Mayor, with the assistance of the Purchasing Agent, shall propose, subject to the approval of the City Council, rules and regulations not in conflict with this Article to assist the awarding authorities of the City to carry out the purposes of this Article. Those Departments which exercise independent control over their expenditure of funds and elect to adopt policies consonant with this Article may promulgate their own rules and regulations or

adopt those proposed by the Mayor and approved by the Council.

Such rules and regulations shall include, but not be limited to, the following:

(a) The form and content of the oath to be obtained from prospective bidders;

(b) Standards for the gathering, interpretation, and dissemination of information received from public and private sources, respecting eligibility of persons or entities under this Article;

(c) Provision of an opportunity for a person or entity to rebut under oath information regarding possible South African connections;

(d) Guidelines for the granting of exemptions under Section 10.31.4;

(e) Preparation of suggested sample language for specific provisions in bid documents, contracts and other documents which implement this Article.

The promulgation of rules and regulations under this Section shall not be deemed to be a prerequisite to the performance of the duties and compliance with the requirements established by this Article.

. . . .

. . . .

Sec. 10.31.7 Consistency with Federal or State law.

The provisions of this Article shall not be applicable to those instances wherein the application of Section 10.31.2 would be prohibited by federal or state law or where such application would violate or be inconsistent wit the terms or conditions of a grant or contract with an agency of the United States, the State o California or the instruction of an authorized representative of any such agency with respect t any such grant or contract.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of JUL 2 1986.

ELIAS MARTINEZ, City Clerk,

By Edmund B. Reese
Deputy.

Approved JUL 3 1986

Tom Bradley
Mayor.

Approved as to Form and Legality

July 2, 1986

JAMES K. HAHN, City Attorney,

By Lewis A. Gutierrez
LEWIS A. GUTIERREZ, Deputy.
City Attorney

File Nos. 84-2311-S-4, 5,

City Clerk Form 23

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS FOR NONCONSTRUCTION CONTRACTORS

Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code, to the contrary, every nonconstruction contract involving an expenditure in excess of $5,000 of City funds, except in cases of urgent necessity, as provided in Section 386 of the Charter of the City of Los Angeles and except as provided in Section 10.8.6 and Section 10.9(a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as his affirmative action plan:

1. NONCONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City nonconstruction contract in excess of $5,000, unless he has submitted as part of his bid a written affirmative action plan embodying both (1) goals and timetables of minority and female utilization, (Members of "Minority Groups" include any person or group described by race, religion, sex, ancestry, national origin, age, or physical handicap) and (2) specific affirmative action steps directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the goals and timetables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section and as set forth below, whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following minimum goals for minority and female utilization by the bidder and all contractors and subcontractors with the City of Los Angeles in each occupational category for work performed within the County of Los Angeles. These goals shall not be construed to be quotas but shall indicate the extent to which the contractor or the subcontractor, in good faith, shall make an effort to utilize minorities and females in each occupational category provided the opportunities arise and qualified persons are available to fill vacancies.

	Ethnic Minorities	Females
1/1/78-12/31/78	21%	21%
1/1/79-Until Further Notice	21%	21%

For work performed outside the County of Los Angeles, the goals through 1979 for minorities and females are equivalent to 50% of the minority population and 50% of the female civilian labor force in the recruitment area; however, the goals for females are not to exceed 21%.

The contractor may be exempted from the above Goals and Timetables if he agrees to enter into a joint venture with a minority contractor. The contractor must describe how he will utilize the minority employees. The exemption shall extend only to the Goals and Timetables of this Plan

In the event that under a contract which is subject to these bid conditions any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the ranges for 1979 shall be applicable to such work.

In no event may a Contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, sex, ancestry, national origin, age, or physical handicap.

3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that he shall immediately make a good faith effort to include within his employ said minorities in numbers proportionate with the said minority composition of the population of the County of Los Angeles or the recruitment area work force if the Contractor is located outside Los Angeles County as set forth hereinabove, including but not limited to the following affirmative actions:

(a) He shall recruit and make efforts to obtain minorities through:

(1) Advertising employment opportunities in minority community news media;

(2) Notifying minority community organizations of employment opportunities;

(3) Maintaining contact with schools with minority students to notify them of employment opportunities;

(4) Encouraging present minority employees to refer their friends and relatives;

(5) Promoting after school and vacation employment opportunities for minority youth;

(6) Validating all employment specifications, selection requirements, tests, etc.;

(7) Maintaining a file of the names and addresses of each minority worker referred to him and what action he took concerning such worker; and

(8) Notifying the appropriate awarding authority of the City in writing when a union with whom he has a collective bargaining agreement has failed to refer a minority worker to him.

(b) He shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made to achieve and maintain an ethnically balanced work force.

(c) He shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.

(d) He shall secure cooperation or compliance from the labor referral agency to his contractual affirmative action obligations.

(e) He shall establish a person at the management level of the contracting entity to be his Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

(f) He shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State, and Federal authorities upon request.

4. The Contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:

a. He shall advertise invitations for subcontractor bids in minority community news media.

b. He shall contact minority contractor organizations for referral of prospective subcontractors.

c. He shall contact any other source likely to yield qualified minority contractors and vendors.

d. He shall make purchases from qualified minority vendors where practical.

5. The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

a. Recruit and refer minority employees to such programs.

b. Establish training programs within his company and/or his association that will prepare minority employees for advancement opportunityes.

c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship opportunities.

6. The Contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all his operations and contracts. Said policies shall be provided to all his employees, subcontractors, vendors, unions, and all others with whom he may become involved in fulfilling any of his contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum

7. Where problems are experienced by the Contractor or the subcontractor in complying with his affirmative action obligations, the Contractor or subcontractor shall document his good faith effort to comply with the requirements by the following procedure:

a. He shall state the nature of the problem.

b. He shall state what he attempted to do, how, and on what date.

c. He shall state to whom his efforts were directed.

d. He shall state the response received and date.

e. He shall state what other steps he has taken or will take to comply and when.

f. He shall state why he has been or will be unable to comply.

8. The Contractor and each of his known subcontractors shall complete and file with the awarding authority acceptable Affirmative Action Plans with the Contractor's bid.

9. The Contractor and each of his known subcontractors shall submit an "Ethnic Composition of the Company's Total Work Force" report (by employees) with the bid.

10. No contract or subcontract shall be executed until the Office of Contract Compliance of the City of Los Angeles has approved the Contractor's or subcontractor's Affirmative Action Plan.

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

12. Subject to this subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority or the Office of Contrac Compliance of the City of Los Angeles.

13. Where the Contractor or his subcontractor has failed to comply with the Affirmative Action requirements contained in this section, any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in the Los Angeles Administrative Code.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER
(See Item 3(e), Page 3)

Please be advised that GENE AUTRY WESTERN HERITAGE MUSEUM
Firm Name and Address

hereby appoints JOANNE HALE, Vice President and Executive Director
Name of Appointee — Present Official Status with Firm

as its Equal Employment Opportunity Officer. The Officer has been given th authority to establish, disseminate, and enforce the Equal Employment and Affirmative Action Policies of this firm.

The Officer may be contacted at 5858 Sunset Blvd. Los Angeles
Work Location

460-5635
Telephone
concerning matters related to any affirmative ~~acti~~ taken by this firm to increase minority utilization in its employment.

****

NOTICE TO PROSPECTIVE CONTRACTORS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

"A. In contractual proceedings where a notice inviting proposals for the work, services, information or property required to be furnished or supplied to the City or to be sold to the City is published either in accordance with Sections 386 or 387 of the Charter of said City or is otherwise published, such notice shall specify that the provisions of Section 10.8 through 10.8.6 hereof applicable to any such notice will be part of any contract awarded by the City pursuant to such notice.

"B. In contractual proceedings where a notice is not published as provided in subsection A, the contractor or contractors will be advised at the outset of negotiations that the provisions of subsection 10.8 through 10.8.6 hereof will be a part of any contract entered into by the City as a result of such negotiations."

****

NONDISCRIMINATION CLAUSE — REQUIRED IN ALL CONTRACTS

The contractor agrees and obligates himself not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap. All subcontracts awarded under this contract shall contain a like nondiscrimination clause.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

ETHNIC COMPOSITION OF TOTAL WORK FORCE

To be completed, signed, and submitted by nonconstruction contractors

ctor: GENE AUTRY WESTERN HERITAGE MUSEUM

ress: 5858 Sunset, Los Angeles

ephone: 4605635

n/a ☐ Prime ☐ Subcontractor Spec. No. _____ Contract No. _____

icate below the number of employees in each occupational category for each of the ethnic groups listed below for your firm's total work force.

EMPLOYMENT BY RACE, OCCUPATION, AND SEX

OCCUPATIONS	MALE EMPLOYEES					FEMALE EMPLOYEES					Total All Employees	Total Minority	Perc Minor
	Total Males	MINORITY GROUPS				Total Females	MINORITY GROUPS						
		Negro	Oriental	American Indian	Spanish American		Negro	Oriental	American Indian	Spanish American			
OFFICIALS AND MANAGERS	1					2					3	0	0
PROFESSIONALS						2					2	0	0
TECHNICIANS													
SALES WORKERS													
OFFICE AND CLERICAL													
CRAFTSMEN (Skilled)													
OPERATIVES (Semiskilled)													
LABORERS (Unskilled)													
SERVICE WORKERS													
TOTAL	1					4					5	0	0

(Figures for the following classifications shall also be included in the appropriate category above the "Total" line.)

APPRENTICES														
On-the-job Trainees	White Collar													
	Production													

EMPLOYMENT STATISTICS WERE OBTAINED FROM

☐ AVAILABLE RECORDS ☑ VISUAL CHECK ☐ OTHER (Specify) _____

The Contractor by his signature affixed hereto declares under penalty of perjury that:

1. he has read the above Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors,
2. he shall accept the requirements contained therein as the basic Affirmative Action Plan for all his operations within the County of Los Angeles or the applicable work force recruitment area of the contractor, if the contractor is located outside of the County of Los Angeles.
3. the information contained hereon is true and correct.

Joanne D Hale
Signature

VP & Executive Director
Title

Gene Autry Western Heritage Museum
Company Name

January 13, 1987
Date

To be eligible for award of contract in excess of $5,000, Pages 5 and 6 must be completed, Page 6 must be signed, and Pages 1 thru 6 must be submitted with the bid.

...RTIFICATION FOR CONTRACTS OF MORE TH... $5,000

Affirmative Action Practices

A. During the performance of this contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age or physical handicap.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The contractor or subcontractor agrees to post a copy of paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age or physical handicap.

C. At the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, age or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their or either of their request to provide evidence that it has or will comply thereunto.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 10.102.2 of the Los Angeles Administrative Code.

F. Upon a finding duly made that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he shall establish and carry out a program in conformance with the provisions hereof.

F. In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any Court of competent jurisdiction that the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California, or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of this contract.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Office of Contract Compliance shall promulgate rules and regulations and forms for the implementation of the Affirmative Action Program of this contract, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law

J. At the time the bid is submitted, the contractor shall submit a AFFIRMATIVE ACTION PLAN to the awarding authority which shall meet the requirements of this ordinance. The awarding authority may also require contractors and suppliers to take part in a preaid or preaward conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

J.(1). Every contract or subcontract in excess of $5,000 which may provide construction, demolition, renovation, conservation, or maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

J.(2). A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action program with the Board of Public Works, Office of Contract Compliance may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate preaid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance. Trade associations shall provide the Office of Contract Compliance with a list of members in good standing in such association.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed approved Affirmative Action Nondiscrimination Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any affirmative action plan or change the affirmative action plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the preaid or preaward conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Preapprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the contractor's, subcontractor's, or supplier's geographical area for such work; and
6. The entry of qualified women and minority journeymen into the industry.
7. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's affirmative action contract compliance program in purchasing and construction shall be accomplished by either or both an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the preaid or preaward conferences shall not be confidential and may be publicized by the contractor at his discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance affirmative action program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the identity of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors or suppliers engaged in the performance of City contracts.

January 13, 1987
Date

Joanne D. Hale
Officer's Signature

Los Angeles, Ca.
Location

JOANNE D. HALE VP & EXEC. DIRECTOR
Officer's Name and Title

INSTRUCTIONS TO PROSPECTIVE NONCONSTRUCTION CONTRACTORS

As a bidder for a City of Los Angeles contract, you are required to comply with the nondiscrimination provisions as defined in Division 10 of the Los Angeles Administrative Code, which was amended to include Ordinance No. 147,030. Pertinent provisions appear on bid, contract, and purchase order forms.

NONDISCRIMINATION CLAUSE - REQUIRED IN ALL CONTRACTS

Every contract which is let, awarded, or entered into on behalf of the City of Los Angeles, shall contain by insertion therein a nondiscrimination clause obligating the contractor not to discriminate in his employment practices during the performance of the contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap. All subcontracts awarded under any contract with the City shall contain a like nondiscrimination clause.

EQUAL EMPLOYMENT PRACTICES CERTIFICATION - REQUIRED FOR ALL CONTRACTS IN EXCESS OF $500 BUT NOT MORE THAN $5,000

For every contract or subcontract with or on behalf of the City of Los Angeles for which the consideration is in excess of $500, but is not more than $5,000, the bidder shall sign and submit the Equal Employment Practices Certification Form.

AFFIRMATIVE ACTION PROGRAM CERTIFICATION - REQUIRED FOR ALL CONTRACTS IN EXCESS OF $5,000

For every contract or subcontract with or on behalf of the City of Los Angeles for which the consideration is in excess of $5,000, the bidder shall sign and submit the following with the bid:

1. A signed Affirmative Action Program Certification Form.

2. A signed Affirmative Action Plan. The bidder must submit one of the three following plans:

   a. "Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors."

   b. A trade association plan, if the contractor is a member in good standing of the association. This plan must be reviewed and approved by the Office of Contract Compliance.

   c. The contractor's (bidder's) Affirmative Action Plan. This plan must be reviewed and approved by the Office of Contract Compliance.

3. Each of the above documents, if approved, shall be effective for 12 months following the date of approval with the approval for the Affirmative Action Practices Certification to be concurrent with the approval for the Affirmative Action Plan.

JDH 1/5 Attach to Lease

be certain copy of City report (Shed) is attached

9 1988

O'MELVENY & MYE

400 SOUTH HOPE STREET
LOS ANGELES, CALIFORNIA 90071-2

TELEPHONE (213) 669-6000
TELEX 674122 • FACSIMILE (213) 669-6

1800 CENTURY PARK EAST
S ANGELES, CALIFORNIA 90067-1589
TELEPHONE (213) 553-6700
EX 674097 • FACSIMILE (213) 552-3090

610 NEWPORT CENTER DRIVE
PORT BEACH, CALIFORNIA 92660-6429
PHONE (714) 760-9600 • (213) 669-6000
X 4722088 • FACSIMILE (714) 669-6994

555 13TH STREET, N.W.
WASHINGTON, D. C 20004-1109
TELEPHONE (202) 383-5300
LEX 89622 • FACSIMILE (202) 383-5414

:ENTER
O STREET
ORK 10022-4611
) 326-2000
ILE (212) 326-2061

SQUARE
LONDON EC2A 1LA
TELEPHONE 01-256 8451
TELEX 918859
FACSIMILE 01-638 8205

MADRE MATSUDA BUILDING, 3RD FLOOR
4-13 KIOI-CHO, CHIYODA-KU
TOKYO 102, JAPAN
TELEPHONE (03) 234-3553
TELEX 2323223 TOSTA-J
FACSIMILE (03) 234-1101

August
26th
1 9 8 8

WRITER'S DIRECT DIAL NUMBER

(213) 669-6520

OUR FILE NUMBER

170,445-558
1H482384

Mrs. Joanne D. Hale
Executive Director
Gene Autry Western Heritage Museum
5858 Sunset Boulevard
Los Angeles, California 90078

Re: 1st Amendment to Ground Lease

Dear Joanne:

I reviewed the proposed First Amendment to the Ground Lease. Although I would prefer to see a more formal legal description of the bridle trail and berm which are to be excluded from the "premises," that description probably ought to wait until the exact physical locations of the bridle trail and berm are determined. You will note that the current legal description provides for such supplementary information as and when determined. By carving out the bridle trail, the amendment will serve to minimize potential liability to the Museum for trail-related accidents. We can go ahead and sign the amendment as soon as the City's approved process is completed, but let's revisit the legal description subject after construction is completed.

Very truly yours,

David W. Cartwright
for O'MELVENY & MYERS

DWC/lzw

COMMISSIONERS

DENNIS R. LUNA
MARY D. NICHOLS
RICHARD J. RIORDAN
ILLIAM R. ROBERTSON
J. STANLEY SANDERS

JAMES E. HADAWAY
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA

TOM BRADLEY
MAYOR

DEPARTMENT OF
RECREATION AND PARKS
METROPOLITAN REGION
3900 W. CHEVY CHASE DRIVE
LOS ANGELES, CA 90039
485-5501

SHELDON N. JENSEN
ASSISTANT GENERAL MANAGER

June 28, 1988

Joanne D. Hale
Vice President & Executive Director
Gene Autry Western Heritage Museum
5858 Sunset Boulevard
Los Angeles, California 90078-0710

Dear Ms. Hale:

Insurance and Indemnification,
Site Premises Amendment

This represents formal approval of your request to widen the existing horse trail located on the site premises of the Autry Museum, and to construct an earthen berm on the existing bridal trail. The Department will proceed to amend the existing land lease between the Museum and the City. Until the lease is amended, the City of Los Angeles agrees to indemnify, hold harmless and, at the City's discretion, defend the Gene Autry Western Heritage Museum from liability resulting from the negligent acts, errors, and ommissions of the City, its officers, agents or employees which may occur at the newly constructed earthen berm.

If additional information is needed, please contact me at (213) 485-5501.

Very truly yours,

JAMES E. HADAWAY
General Manager

Sheldon N Jensen

SHELDON N. JENSEN
Assistant General Manager
Griffith Region

SNJ/LJH:hm

cc David Colburn

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

OMMISSIONERS
—
ENNIS R. LUNA
ARY D. NICHOLS
HARD J. RIORDAN
AM R. ROBERTSON
TANLEY SANDERS
—
MES E. HADAWAY
ENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA

TOM BRADLEY
MAYOR

DEPARTMENT OF
RECREATION AND PARKS
METROPOLITAN REGION
3900 W. CHEVY CHASE DRIVE
LOS ANGELES, CA 90039
485-5501

SHELDON N. JENSEN
ASSISTANT GENERAL MANAGER

June 30, 1988

Joanne D. Hale
Vice President & Executive Director
Gene Autry Western Heritage Museum
Post Office Box 710
Los Angeles, California 90078-0710

Dear Mrs. Hale:

In accordance with Section X, Museum Use, Subsection E, of the ground lease between the City and the Gene Autry Western Heritage Museum, the following admission fees are hereby approved:

Adults	$4.75
Seniors	$3.50
Children 2-12	$2.00

Very truly yours,

JAMES E. HADAWAY
General Manager

Sheldon N. Jensen

SHELDON N. JENSEN
Assistant General Manager
Griffith Region

SNJ/LJH:hm

cc:James E. Hadaway

ENVIRONMENTAL IMPACT SUMMARY

ENVIRONMENTAL IMPACT

	ENVIRONMENTAL ELEMENTS	NO EFFECT	NO APPRECIABLE IMPACT	POSITIVE OR BENEFICIAL IMPACT	NEGATIVE OR ADVERSE IMPACT	UNDETERMINED IMPACT	MITIGATION MEASURES AVAILABLE
PHYSICAL/CHEMICAL	Land Use		X				
Environmental Quality & Pollution	Air	X					
	Water	X					
	Solid Waste	X					
	Noise		X				
	Odor	X					
	Light and Glare	X					
	Soil and Geology		X				
Transportation System	Traffic Circulation		X				
	Parking		X				
	Public Transportation	X					
	Hydrology	X					
	Meteorology/Climatology	X					
BIOLOGICAL	Natural Resource Mgmt.	X					
	Wildlife	X					
	Plant Life				X		X
	Endangered Species	X					
	Natural Ecosystems	X					
SOCIOECONOMIC	Community Infrastructure	X					
	Energy Consumption/Conserv.	X					
	Public Services	X					
	Health and Safety	X					
	Demography	X					
	Business and Industry	X					

ENVIRONMENTAL IMPACT

SUMMARY

ENVIRONMENTAL ELEMENTS		NO EFFECT	NO APPRECIABLE IMPACT	POSITIVE OR BENEFICIAL IMPACT	NEGATIVE OR ADVERSE IMPACT	UNDETERMINED IMPACT	MITIGATION MEASURES AVAILABLE
AESTHETIC/HUMAN INTEREST	Visual/Scenic Amenities		X				
	Open Space		X				
	Recreation/Leisure			X			
	Historic Structures	X					
	Archaeological/ Cultural Resources	X					
	Neighborhood Character	X					

CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK
ROOM 395, CITY HALL
LOS ANGELES, CALIFORNIA 90012

CALIFORNIA ENVIRONMENTAL QUALITY ACT

INITIAL STUDY AND CHECKLIST

(Article IV — City CEQA Guidelines)

LEAD CITY AGENCY	COUNCIL DISTRICT	DATE
RECREATION AND PARKS	#2	2-19-86

PROJECT TITLE/NO.	CASE NO.
GENE AUTRY WESTERN HERITAGE MUSEUM	

PREVIOUS ACTIONS CASE NO.

☐ **DOES** have significant changes from previous actions.
☐ **DOES NOT** have significant changes from previous actions.

PROJECT DESCRIPTION:

The proposed project involves the granting of a long-term lease to the Gene Autry Western Heritage Foundation by the City of Los Angeles Department of Recreation and Parks, to use thirteen (13) acres of land in the "Pine Meadows" area of Griffith Park for the construction and operation of the Gene Autry Western Heritage Museum.

PROJECT LOCATION The project site is located in the northeastern corner of Griffith Park in the "Pine Meadows" area. This area is generally bounded by Interstate 5 to the east, Crystal Springs Drive to the west, Zoo Drive to the (see back)

PLANNING DISTRICT	STATUS:
Hollywood	☐ PRELIMINARY ☐ PROPOSED ☒ ADOPTED 9-25-73 (date)

EXISTING ZONING	MAX. DENSITY ZONING	PROJECT DENSITY
R1-1	N/A	N/A
PLANNED LAND USE	**MAX. DENSITY PLAN**	☒ DOES CONFORM TO PLAN
Public Land	N/A	☐ DOES NOT CONFORM TO PLAN
PLAN DENSITY RANGE	**PROJECT DENSITY**	
N/A	N/A	

☞ DETERMINATION (to be completed by Lead City Agency)

On the basis of the attached initial study checklist and evaluation:

NEGATIVE DECLARATION	☐ I find the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
MITIGATED ~~CONDITIONAL~~ NEGATIVE DECLARATION	☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A CONDITIONAL NEGATIVE DECLARATION WILL BE PREPARED. (See attached condition(s))
ENVIRONMENTAL IMPACT REPORT	☐ I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

Alan J. Carmichael — SIGNATURE

Planning Officer — TITLE

APPENDIX I

INITIAL STUDY CHECKLIST (To be completed by Lead City Agency)

BACKGROUND

PROPONENT NAME	PHONE
Gene Autry Western Heritage Foundation	(213) 460-5672

PROPONENT ADDRESS

5858 Sunset Boulevard, Los Angeles, California 90078

AGENCY REQUIRING CHECKLIST	DATE SUBMITTED
Department of Recreation and Parks	N/A

PROPOSAL NAME (If applicable)

Gene Autry Western Heritage Museum

ENVIRONMENTAL IMPACTS

(Explanations of all "yes" and "maybe" answers are required to be attached on separate sheets.)

	YES	MAYBE	NO
1. EARTH. Will the proposal result in:			
a. Unstable earth conditions or in changes in geologic substructures?			X
b. Disruptions, displacements, compaction or overcovering of the soil?	X		
c. Change in topography or ground surface relief features?			X
d. The destruction, covering or modification of any unique geologic or physical features?			X
e. Any increase in wind or water erosion of soils, either on or off the site?			X
f. Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?			X
g. Exposure of people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards?			X
2. AIR. Will the proposal result in:			
a. Air emissions or deterioration of ambient air quality?			X
b. The creation of objectionable odors?			X
c. Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally?			X
d. Expose the project residents to severe air pollution conditions?			X
3. WATER. Will the proposal result in:			
a. changes in currents, or the course or direction of water movements, in either marine or fresh waters?			X
b. Changes in absorption rates, drainage patterns, or the rate and amounts of surface water runoff?			X
c. Alterations to the course or flow of flood waters?			X
d. Change in the amount of surface water in any water body?			X
e. Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity?			X
f. Alteration of the direction or rate of flow of ground waters?			X
g. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?			X
h. Reduction in the amount of water otherwise available for public water supplies?			X
i. Exposure of people or property to water related hazards such as flooding or tidal waves?			X
j. Significant changes in the temperature, flow, or chemical content of surface thermal springs.			X
4. PLANT LIFE. Will the proposal result in:			
a. Change in the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops and aquatic plants)?	X		
b. Reduction of the numbers of any unique, rare or endangered species of plants?			X
c. Introduction of new species of plants into an area, or is a barrier to the normal replenishment of existing species?			X
d. Reduction in acreage of any agricultural crop?			X

	YES	MAYBE	NO
5. ANIMAL LIFE. Will the proposal result in:			
a. Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms or insects)?			X
b. Reduction of the numbers of any unique, rare or endangered species of animals?			X
c. Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals?			X
d. Deterioration to existing fish or wildlife habitat?			X
6. NOISE. Will the proposal result in:			
a. Increases in existing noise levels?			X
b. Exposure of people to severe noise levels?			X
7. LIGHT AND GLARE. Will the proposal produce new light or glare from street lights or other sources?			X
8. LAND USE. Will the proposal result in an alteration of the present or planned land use of an area?	X		
9. NATURAL RESOURCES. Will the proposal result in:			
a. Increase in the rate of use of any natural resources?			X
b. Depletion of any non-renewable natural resource?			X
10. RISK OF UPSET. Will the proposal involve:			
a. A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?			X
b. Possible interference with an emergency response plan or an emergency evacuation plan.			X
11. POPULATION. Will the proposal result in:			
a. The relocation of any persons because of the effects upon housing, commercial or industrial facilities?			X
b. Change in the distribution, density or growth rate of the human population of an area?			X
12. HOUSING. Will the proposal:			
a. Affect existing housing, or create a demand for additional housing?			X
b. Have a significant impact on the available rental housing in the community?			X
c. Result in demolition, relocation or remodeling of residential, commercial, or industrial buildings or other facilities?			X
13. RIGHT OF WAY. Will the proposal result in:			
a. Reduced front/side lot area?			X
b. Reduced access?			X
c. Reduced off-street parking?			X
d. Creation of abrupt grade differential between public and private property?			X
14. Transportation/Circulation. Will the proposal result in:			
a. Generation of additional vehicular movement?	X		
b. Effects on existing parking facilities, or demand for new parking?	X		
c. Impact upon existing transportation systems?			X
d. Alterations to present patterns of circulation or movement of people and/or goods?			X
e. Alterations to waterborne, rail or air traffic?			X
f. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?			X
15. PUBLIC SERVICES. Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:			
a. Fire protection?			X
b. Police protection?			X
c. Schools?			X
d. Parks or other recreational facilities?			X
e. Maintenance of public facilities, including roads?			X
f. Other governmental services?			X

	YES	MAYBE	NO
16. ENERGY. Will the proposal result in:			
a. Use of exceptional amounts of fuel or energy?			X*
b. Increase in demand upon existing sources of energy, or require the development of new sources of energy?			X
17. UTILITIES. Will the proposal result in a need for new systems, or alterations to the following utilities:			
a. Power or natural gas?			X
b. Communications systems?			X
c. Water?			X
d. Sewer or septic tanks?	X		
e. Storm water drainage?	X		
f. Solid waste and disposal?			X
18. HUMAN HEALTH. Will the proposal result in:			
a. Creation of any health hazard or potential health hazard (excluding mental health)?			X
b. Exposure of people to potential health hazards?			X
19. AESTHETICS. Will the proposed project result in:			
a. The obstruction of any scenic vista or view open to the public?			X
b. The creation of an aesthetically offensive site open to public view?			X
c. The destruction of a stand of trees, a rock outcropping or other locally recognized desirable aesthic natural feature?			X
d. Any negative aesthetic effect?			X
20. RECREATION. Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?	X (BENEFICIAL)		
21. CULTURAL RESOURCES:			
a. Will the proposal result in the alteration of or the destruction of a prehistoric or historic archaeological site?			X
b. Will the proposal result in adverse physical or aesthetic effects to a prehistoric or historic building, structure, or object?			X
c. Does the proposal have the potential to cause a physical change which would affect unique ethnic cultural values?			X
d. Will the proposal restrict existing religious or sacred uses within the potential impact area?			X
22. MANDATORY FINDINGS OF SIGNIFICANCE.			
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X
b. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.			X
c. Does the project have impacts which are individually limited, but cumulatively considerable?*			X
d. Does the project have environmental effects which cause substantial adverse effects on human beings, either directly or indirectly?			X

* "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

DISCUSSION OF ENVIRONMENTAL EVALUATION

(Attach additional sheets if necessary)

SEE ENVIRONMENTAL ANALYSIS SECTION (pp. 5-6).

PREPARED BY	TITLE	TELEPHONE	DATE
DAVID ATTAWAY	ENVIRONMENTAL ASSOCIATE II	(213) 485-5551	2-19-86

INFORMATION SHEET

A. PROJECT TITLE: Gene Autry Western Heritage Museum

B. PROJECT LOCATION

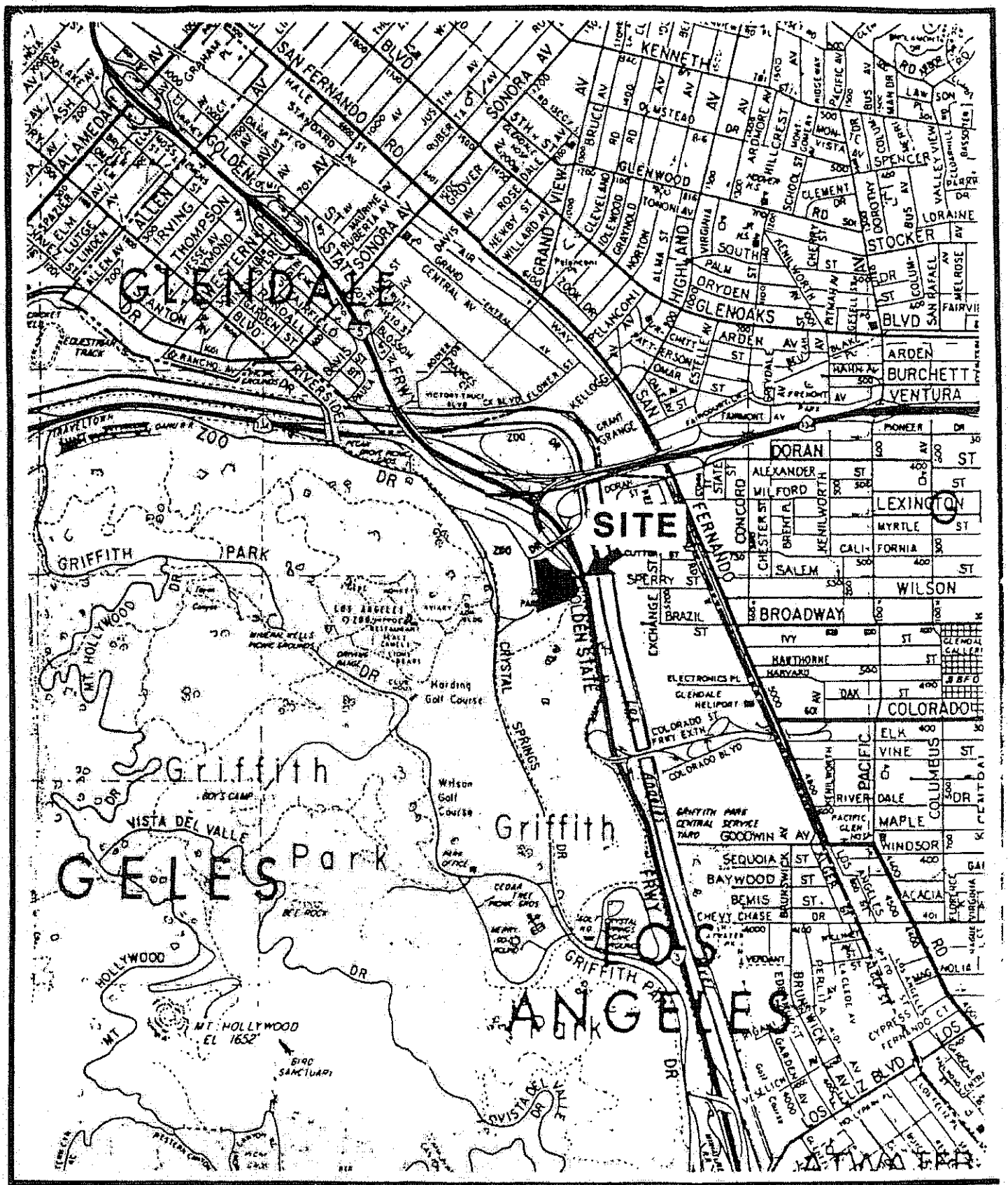
The project site is located in Hollywood community of the City of Los Angeles in the northeastern corner of Griffith Park (see Figures 1 & 2, Regional and Local Vicinity Maps, respectively). More specifically, the museum is proposed to be sited in the "Pine Meadows" area of Griffith Park which is generally bounded by Interstate 5 (Golden State Freeway) to the east, Crystal Springs Drive and the Los Angeles Zoo parking area to the west, Zoo Drive to the north, and Harding Municipal Golf Course to the south (see Figure 3, Site Plan).

C. PROJECT DESCRIPTION

The proposed project involves the granting of a long-term lease to the Gene Autry Western Heritage Foundation by the City of Los Angeles Department of Recreation and Parks to use thirteen (13) acres of land in the "Pine Meadows" area of Griffith Park for the construction and operation of the Gene Autry Western Heritage Museum.

The construction of this two-story museum will be accomplished in three phases. The main building will be completed in the initial phase with a total floor space of approximately 145,000 square feet. Phases II and III will accommodate the museum's future space requirements by providing an additional 53,000 square feet of floor space (combined). Museum space will be allocated for exhibits and displays, a theater, an archives/ library area, curatorial functions, and other related activities.

The project will also include landscaping and the development of an on-site parking area (to be completed incrementally in three phases) to accommodate approximately 1230 cars. The existing Zoo parking area to the west of the project site will provide additional parking capacity.

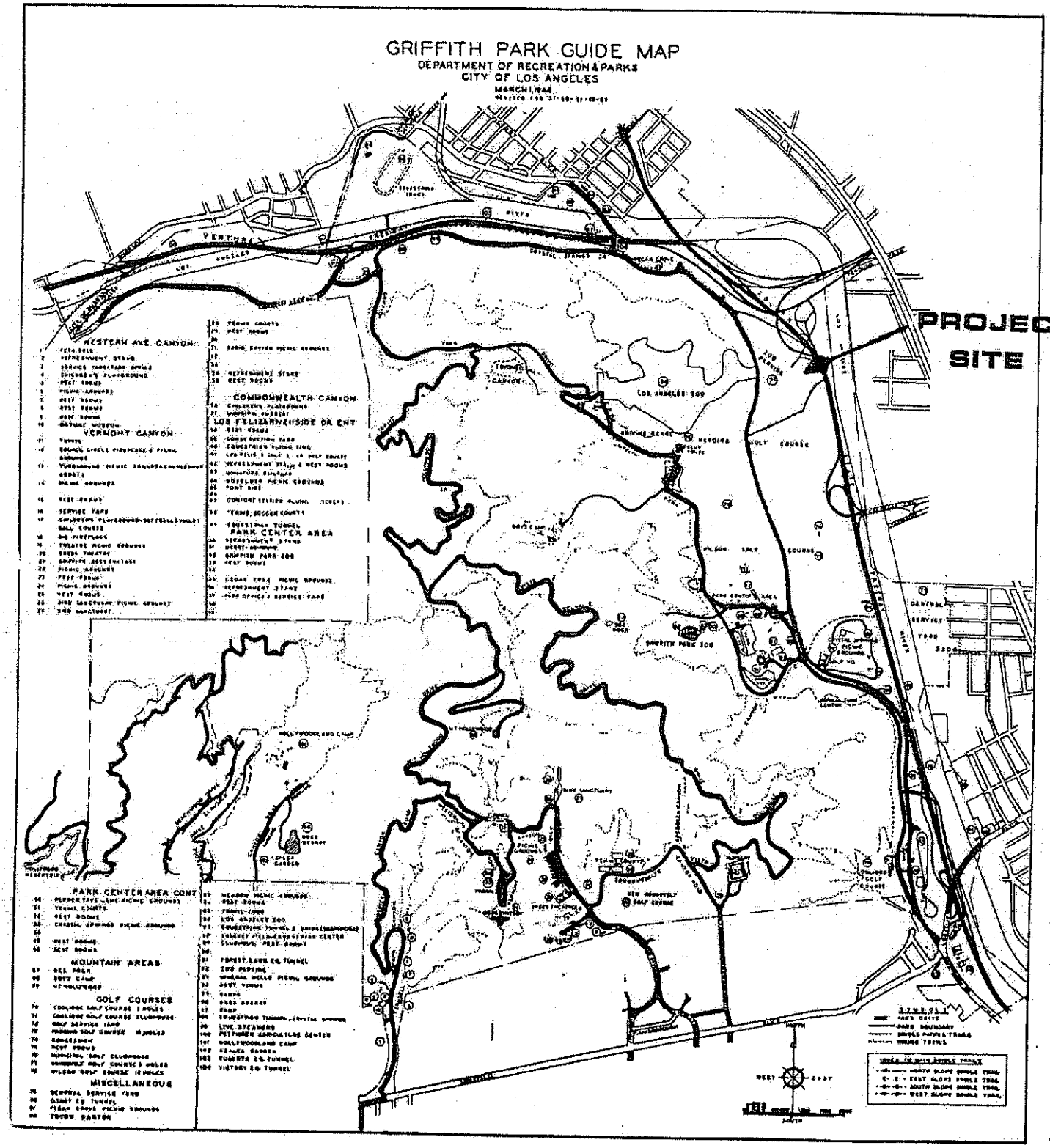


SOURCE: THOMAS BROS. MAPS

N

REGIONAL VICINITY MAP

FIGURE 1



LOCAL VICINITY MAP

FIGURE 2

GENE AUTRY
WESTERN HERITAGE MUSEUM

SITE PLAN

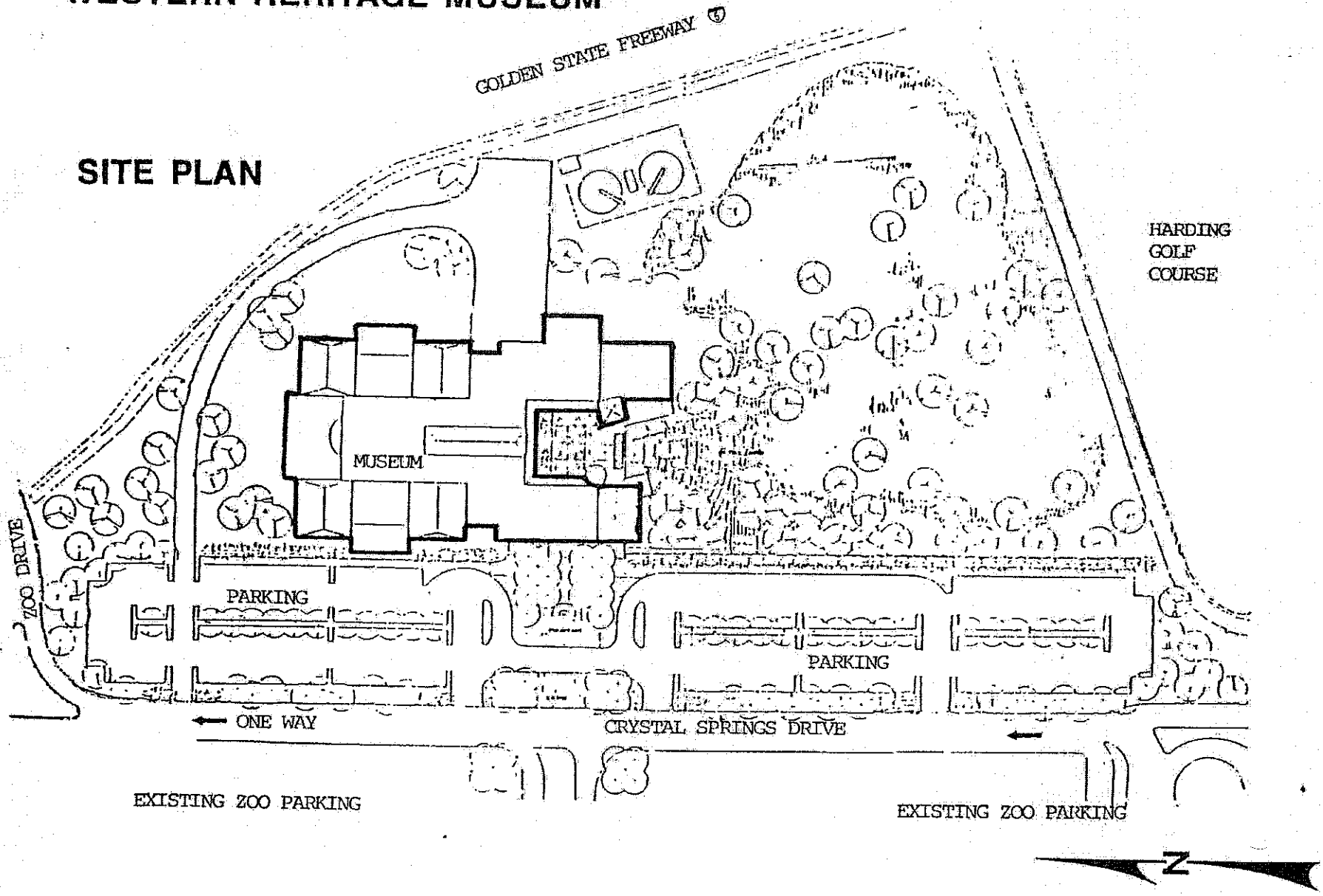


FIGURE 3

ENVIRONMENTAL ANALYSIS

Based on the results of the Initial Study and Checklist, the following environmental factors will be discussed: earth, plant life, land use, traffic circulation and parking, utilities, and recreation.

EARTH (#1b)

Site preparation activities will require the grading of 19,300 cubic yards of earth.

Mitigating Action. Grading will be accomplished by a balanced cut and fill operation on-site. Furthermore, all grading activities will be restricted to those areas of the site needed for the building pad, parking and landscaping.

PLANT LIFE (#4a)

A tree inventory was conducted on the project site on December 15, 1985, by Michael Brandman Associates. Ninety-nine (99) trees were identified consisting primarily of pines, spruces and firs (see Appendix A, Tree List).

Construction of the museum and parking areas will require the removal of approximately 65-70 trees (predominantly pines), ranging in diameter from 1" - 21". The existing trees are not native to the site and were planted for ornamental purposes.

Mitigating Action. The project landscaping phase will provide for the replacement of the displaced trees on at least a 1:1 basis (minimum 24-inch box trees).

LAND USE (#8)

The thirteen (13) acres of Griffith Park land where the museum is proposed to be sited is referred to as the "Pine Meadows" area, and is currently open space. Implementation of the project will reduce, or lessen, the open space characteristics of the area. However, development of a special-purpose facility or attraction in the Pine Meadows area is compatible with the Griffith Park Master Plan (Zoo Gateway section, pp. 28-29).

TRAFFIC CIRCULATION AND PARKING (#14a,b)

A traffic and parking study for the proposed project was completed by Linscott, Law and Greenspan on January 7, 1986 (Appendix B). The findings of the report were that construction of the Gene Autry Western Heritage Museum would not have a significantly adverse impact on traffic circulation at the three major intersections nearest the project site:

- °Zoo Drive at Riverside Drive
- °Zoo Drive at the I-5 and Route 134 on-ramps
- °Crystal Springs Drive at Cedar Tree Driveway

Similarly, on-site parking facilities, in conjunction with the under-utilized Zoo parking area (adjoining the project site to the west), would adequately meet visitor parking demands. The City of Los Angeles Department of Transportation has reviewed and approved the findings of the traffic report.

UTILITIES (#17d,e)

Construction of the proposed museum will impact the operation of existing gravity storm/pool drain lines, and a sewer force main that traverses the project site.

Mitigating Action. The affected utility lines will be properly and safely relocated during the project construction phase.

RECREATION (#20)

Construction of the proposed museum will have a beneficial impact on public recreation in that it will provide visitors an unique opportunity to become acquainted with America and its western heritage. This will be accomplished through multi-media presentations, displays of western artifacts and memorabilia, public education seminars/workshops, and the establishment of a library collection on western history and lore.

ENVIRONMENTAL FINDING

Based on the foregoing analysis, I find that the construction and operation of the proposed Gene Autry Western Heritage Museum in Griffith Park will not have a significant adverse effect on the quality of the human and natural environments.

Alonzo A. Carmichael
Planning Officer

3-10-86
Date

APPENDICES

APPENDIX A

GENE AUTRY WESTERN HERITAGE MUSEUM
TREE LIST

The proposed site of the Gene Autry Western Heritage Museum in Griffith Park was visited by Michael Brandman Associates, Inc. (MBA) on December 15, 1985. The 99 trees present on the site were previously located and numbered on the site plan. They are listed below by number to correspond with tree numbers indicated on the site plan. All but one of the trees present are young specimens and, because of their age, many were difficult to identify as they lacked cones and the typical bark characteristics of mature trees.

Tree List

1. Araucaria araucana monkey-puzzle tree
2. Pinus pinaster cluster pine
3. Cocculus laurifolius snailseed
4. Araucaria excelsea Norfolk Island pine
5. Pinus edulis nut pine
6. Pinus muricata bishop pine
7. Pinus muricata bishop pine
8. Pinus sp. (1)
9. Pinus sp. (1)
10. Pinus sp. (1)
11. Pinus sp. (1)
12. Pinus pinaster cluster pine
13. Araucaria araucana monkey-puzzle tree
14. Pinus pinaster cluster pine
15. Pinus edulis nut pine
16. Pinus edulis nut pine
17. Pinus canariensis Canary Island pine
18. Pinus patula jelecote pine
19. Pinus canariensis Canary Island pine
20. Pinus canariensis Canary Island pine
21. Cedrus atlantica atlas cedar
22. Pinus canariensis Canary Island pine
23. Pinus patula jelecote pine

24. Pinus patula jelecote pine
25. Pinus patula jelecote pine
26. Pinus patula jelecote pine
27. Pinus sp. (2)
28. Pinus sp. (2)
29. Pinus sp. (2)
30. Pinus sp. (2)
31. Pinus sp. (2)
32. Pinus sp. (2)
33. Pinus sp. (2)
34. Pinus nigra Austrian black pine
35. Pinus nigra Austrian black pine
36. Pinus nigra Austrian black pine
37. Pinus nigra Austrian black pine
38. Pinus sp. (3)
39. Pinus muricata bishop pine
40. Cedrus deodara deodar cedar
41. Cedrus deodara deodar cedar
42. Cedrus atlantica blue atlas cedar
43. Cedrus atlantica blue atlas cedar
44. Cedrus atlantica blue atlas cedar
45. Cedrus atlantica blue atlas cedar
46. Cedrus deodara deodar cedar
47. Cedrus deodara deodar cedar
48. Cedrus atlantica blue atlas cedar
49. Cedrus atlantica blue atlas cedar
50. Cedrus atlantica blue atlas cedar
51. Cedrus atlantica blue atlas cedar
52. Cedrus deodara deodar cedar
53. Cedrus deodara deodar cedar
54. Pinus edulis nut pine
55. Pinus nigra Austrian black pine
56. Pinus nigra Austrian black pine
57. Pinus nigra Austrian black pine
58. Pinus nigra Austrian black pine
59. Pinus nigra Austrian black pine

60. Pinus nigra Austrian black pine
61. Podocarpus macrophyllus yew podocarpus
62. Podocarpus macrophyllus yew podocarpus
63. Podocarpus macrophyllus yew podocarpus
64. Pinus sp. (4)
65. Pinus sp. (4)
66. Pinus halepensis aleppo pine
67. Pinus halepensis aleppo pine
68. Pinus pinea Italian stone pine
69. Pinus sp. (4)
70. Sequoia sempervirens coast redwood
71. Pinus strobus or monticola white pine
72. Sequoia sempervirens coast redwood
73. Sequoia sempervirens coast redwood
74. Sequoia sempervirens coast redwood
75. Sequoia sempervirens coast redwood
76. Cupressus forbesii Tecate cypress
77. Pinus mugo Swiss mountain pine
78. Pinus mugo Swiss mountain pine
79. Pinus mugo Swiss mountain pine
80. Pinus halepensis aleppo pine
81. Pinus sp. (4)
82. Sequoia sempervirens coast redwood (dead)
83. Sequinadendron giganteum giant sequoia
84. Sequoia sempervirens coast redwood
85. Pinus mugo Swiss mountain pine
86. Ginkgo biloba maidenhair tree
87. Sequoia sempervirens coast redwood (dead)
88. Sequoia sempervirens coast redwood
89. Pinus sp. (4)
90. Pinus sp. (4)
91. Pinus sp. (4)
92. Pinus sp. (4)
93. Pinus mugo Swiss mountain pine
94. Koelreuteria paniculata goldenrain tree
95. Koelreuteria paniculata goldenrain tree

96. Koelreuteria paniculata goldenrain tree
97. Koelreuteria bipinnata Chinese flame tree
98. Koelreuteria bipinnata Chinese flame tree
99. Pinus muricata bishop pine

APPENDIX B

TRAFFIC AND PARKING STUDY
GENE AUTRY WESTERN HERITAGE MUSEUM
GRIFFITH PARK
LOS ANGELES, CALIFORNIA

Prepared For:

Gene Autry Western Heritage Museum
Post Office Box 710
Los Angeles, California 90078

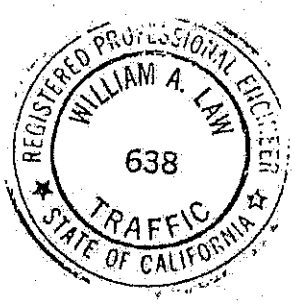
Prepared By:

Linscott, Law & Greenspan, Engineers
106 South Mentor Avenue, Suite 100
Pasadena, California 91106
(818) 796-2322

Revised January 7, 1986
1781

Prepared By:

William A. Law, P.E.



TRAFFIC AND PARKING STUDY
GENE AUTRY WESTERN HERITAGE MUSEUM
GRIFFITH PARK, LOS ANGELES, CALIFORNIA

Executive Summary

Construction of the proposed museum on a site between the existing zoo parking lots and the Golden State Freeway will have no significantly adverse impact on traffic at the three intersections nearest the zoo. While percentage increases in peak hour traffic at those intersections will range up to twelve percent, the after project levels of service will still be good. No traffic mitigation measures are believed needed.

Construction of 330 parking spaces with the museum (30 for staff, 300 for visitors) will provide with existing zoo parking adequate spaces to serve the highest zoo visitor load observed during 1985 and about 4,800 museum visitors. Beyond this attendance level it will be necessary to provide additional parking.

Additional temporary parking can be provided on landscaped areas adjacent to the museum. Up to 476 additional permanent spaces can be provided by restriping three of the most frequently used zoo parking lots and 159 more by partial reconstruction and restriping of the fourth lot. These measures would provide parking for the maximum zoo parking observed in either 1984 or 1985 and up to about 6,000 museum visitors.

Cooperation between the Greater Los Angeles Zoo Association and the museum staff in scheduling of special events or attractions should ensure that the two facilities do not attract maximum visitor attendance simultaneously.

TRAFFIC AND PARKING STUDY
GENE AUTRY WESTERN HERITAGE MUSEUM
GRIFFITH PARK, LOS ANGELES, CALIFORNIA

INTRODUCTION

This study has been prepared to examine the probable traffic impacts of the proposed museum and to define the amount of parking required to serve the facility. Machine traffic counts were taken on the roadways leading to and from the site and manual counts taken during the peak three hours on a Sunday. Contacts were made with Greater Los Angeles Zoo Association (GLAZA) and with the San Diego Zoo to secure available data.

PROJECT

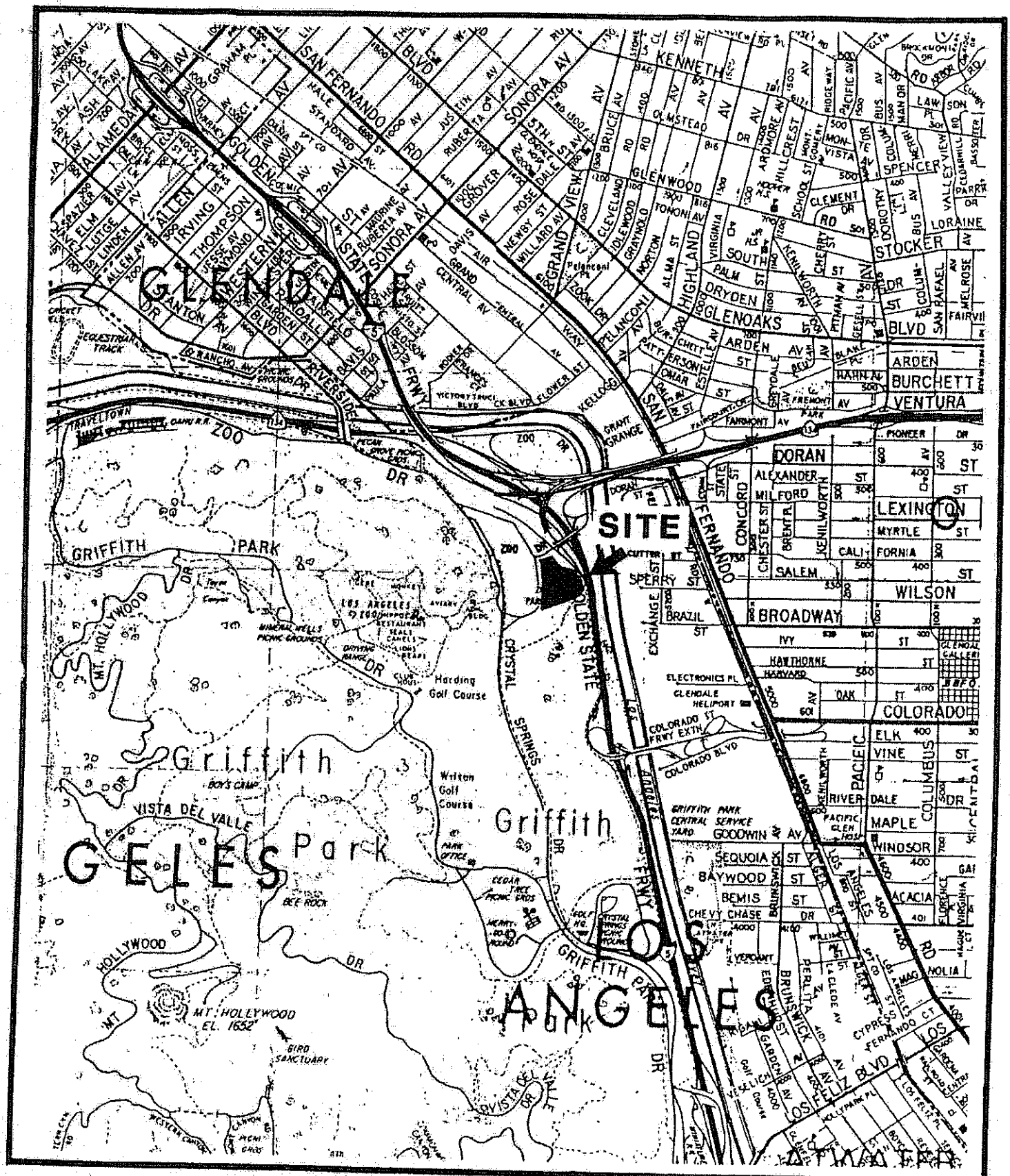
The project will consist of a building housing a museum of western artifacts and related facilities, including a theatre, offices, gift shop, and food concession. It will be located in the area immediately east of the existing zoo parking, between Zoo Drive and I-5, the Golden State Freeway. The initial phase is expected to include about 150,000 gross square feet, with possible later expansion to about 200,000 gross square feet. Parking will be provided in addition to the existing parking.

SETTING

The site location is shown on Exhibit 1. Access from the freeway system from the south, east and west is excellent, but less direct from the northwest. Both northbound Interstate 5 and westbound Route 134, The Ventura Freeway, have signed exit ramps to Zoo Drive. Eastbound Route 134 is signed to Forest Lawn Drive in order to include Travel Town although more direct access is available via Riverside Drive, with the ramp immediately adjacent to Zoo Drive. Access from the northwest via I-5 requires leaving the freeway at Western Avenue in Glendale, also signed, then approaching via Victory Boulevard and Riverside Drive.

Access via surface streets is also good. From the west drivers may approach via Victory Boulevard, Riverside Drive or Forest Lawn Drive. From the south and southwest, Los Feliz Boulevard and Riverside Drive lead to Griffith Park Drive.

Zoo Drive is a variable width roadway running from Forest Lawn Drive near Travel Town to and around the Los Angeles Zoo parking areas. It provides generally one travel lane in each direction plus a bicycle lane in some areas. Around the zoo parking areas it is restricted to one-way travel, moving counter-clockwise around the parking areas. Immediately north of the museum site, a two way portion of the roadway crosses over the I-5 freeway. This portion provides connections to a southbound on-ramp to the I-5, to a north-bound off-ramp from the I-5, to an eastbound on-ramp to Route 134 (actually to the connector roadway from the I-5 to Route 134) and to a westbound off-ramp from Route 134, as well as to a portion of Griffith Park devoted now to an archery range.



SOURCE: THOMAS BROS. MAPS

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1

VICINITY MAP

LG LINSCOTT, LAW & GREENSPAN, INC., ENGINEERS

Gene Autry Western Heritage Museum

At Riverside Drive, Zoo Drive has two lanes in each direction, providing for separate turning and through lanes. The intersection is a "T" intersection, controlled on all approaches by stop signs. Riverside Drive has one lane each for right and left-turns.

Crystal Springs Drive extends southerly from the Zoo area to a connection with Griffith Park Drive. It provides one travel lane and one bike lane in each direction on a roadway about 38 feet wide. At the first intersection south of the Zoo with a roadway into the Cedar Tree picnic grounds, all approaches are stop sign controlled. South of that intersection the roadway widens to provide two travel lanes in each direction, separated by a landscaped median.

Existing traffic volumes on these roadways are quite variable. Counts taken on Zoo Drive southeast of Riverside Drive in October, 1984, admittedly a low period for park usage and zoo attendance, showed commuter peaks southbound in the AM and northbound in the PM on Friday and Monday. However, both peak volumes and total volumes were higher on Saturday and Sunday. The Sunday, October 27, 1984 volume on this portion of Zoo Drive was 6,118, total both directions, with only about a five percent difference in directional volumes.

On Zoo Drive, west of the southbound I-5 on-ramp, machine traffic counts on the same day showed 1,920 vehicles entering the park area and 1,693 leaving, for a total of 3,613.

On Crystal Springs Drive, south of the Zoo parking, the machine counts showed 5,338 total both directions, almost evenly split by direction.

Copies of the machine counts are attached as Appendix A.

IMPACT ANALYSIS

Manual Counts were taken at three intersections, one on each approach to the Zoo, on Sunday October 27th, 1985. Counts were taken between 11:00 AM and 2:00 PM. The intersections were:

Zoo Drive at Riverside Drive
Zoo Drive at the I-5 off and Route 134 on-ramps
Crystal Springs Drive at Cedar Tree driveway

Attendance at the zoo on the day of the counts was 6,400 persons. The zoo is open from 10:00 AM to 5:00 PM, although the entrance gates are closed at 4:00 PM. Most vehicles carrying zoo visitors would thus arrive between 9:30 AM and 3:30 PM and most departures would occur between 11:15 AM and 5:15 PM.

The San Diego Zoo reports that vehicle occupancy there varies from 2.9 persons per vehicle during the off season to 3.7 persons per vehicle during the summer months. If we assume 3.0 persons per vehicle for the day of the count at the Los Angeles Zoo, we have about 2,200 vehicles associated with zoo visitors.

This contrasts with a total of 5,100 vehicles approaching the zoo on the three approach routes between the hours of 9:30 AM and 3:30 PM and a total of 4,800 vehicles leaving the area between 11:15 AM and 5:15 PM. Thus about 45 percent of the traffic on

the approach-departure routes is zoo visitor traffic. About 55 percent is either traffic shortcutting through the park (unlikely on Sunday) or traffic associated with other park facilities.

Assuming that this 45 percent factor holds for each of the routes, then existing zoo traffic is distributed over the several arrival-departure routes as follows:

North and West via Zoo Drive S/O Riverside Drive	40%
East via Route 134	6%
South via Route I-5	21%
South and West via Crystal Springs Drive	33%
	100%

An analysis of zoo attendance over the two years beginning November, 1983, showed that the highest attendance days occurred during the late summer and early fall of 1984 when the attraction was the pandas on loan to the zoo.

Stratified by attendance level and year we find:

Attendance Exceeding	Days During 1984	1985
20,000	2	0
18,000	3	0
16,000	7	1
14,000	14	1
12,000	30	6

Based on the above, the traffic analysis will be based on a 16,000 attendance day at the zoo. While this is 2.5 times the attendance on the day of the counts, adjustment for higher car occupancy levels expected on peak days, as reported by the San Diego Zoo, produces an expansion factor for the counts of 2.0.

It should be noted that this 16,000 attendance level was exceeded only once in 1985 and then by only 345 persons. The 16,000 person day represents 1.2 percent of the annual 1985 attendance, but only 0.8 percent of the 1984 attendance.

The Gene Autry Western Heritage Museum is expected to attract about 500,000 persons per year on opening. Management has indicated they will coordinate any special attractions or events with GLAZA so that the zoo and the museum do not deliberately attract peak volumes on the same day. However, for this analysis we will assume attendance patterns similar to that of the zoo, principally for lack of better information. Thus the design day for the museum is expected to attract about 5,000 visitors arriving in 1,350 vehicles. (One percent of annual attendance at 3.7 persons per vehicle.)

Computation of the Intersection Capacity Utilization (ICU) values for the three studied intersections indicates that all three are currently operating at Levels of Service (LOS) A or B. An explanation of the methodology is attached as Appendix B, while the computations are in Appendix C. Table 1 shows the existing ICU's and LOS's and the same information with the project design day added.

Table 1
Intersection Capacity Utilization
Levels of Service

Intersection	Existing		With Project	
	ICU	LOS	ICU	LOS
Zoo Drive @ Riverside Drive	0.60	A	0.66	B
Zoo Drive @ NB I-5 Off-Ramp	0.46	A	0.51	A
Crystal Springs Drive @ Cedar Tree Drive	0.70	B	0.78	C

Although changes in Level of Service occur at two of the three intersections, the after project conditions are still good. The impacts therefore should not be considered significant.

PARKING

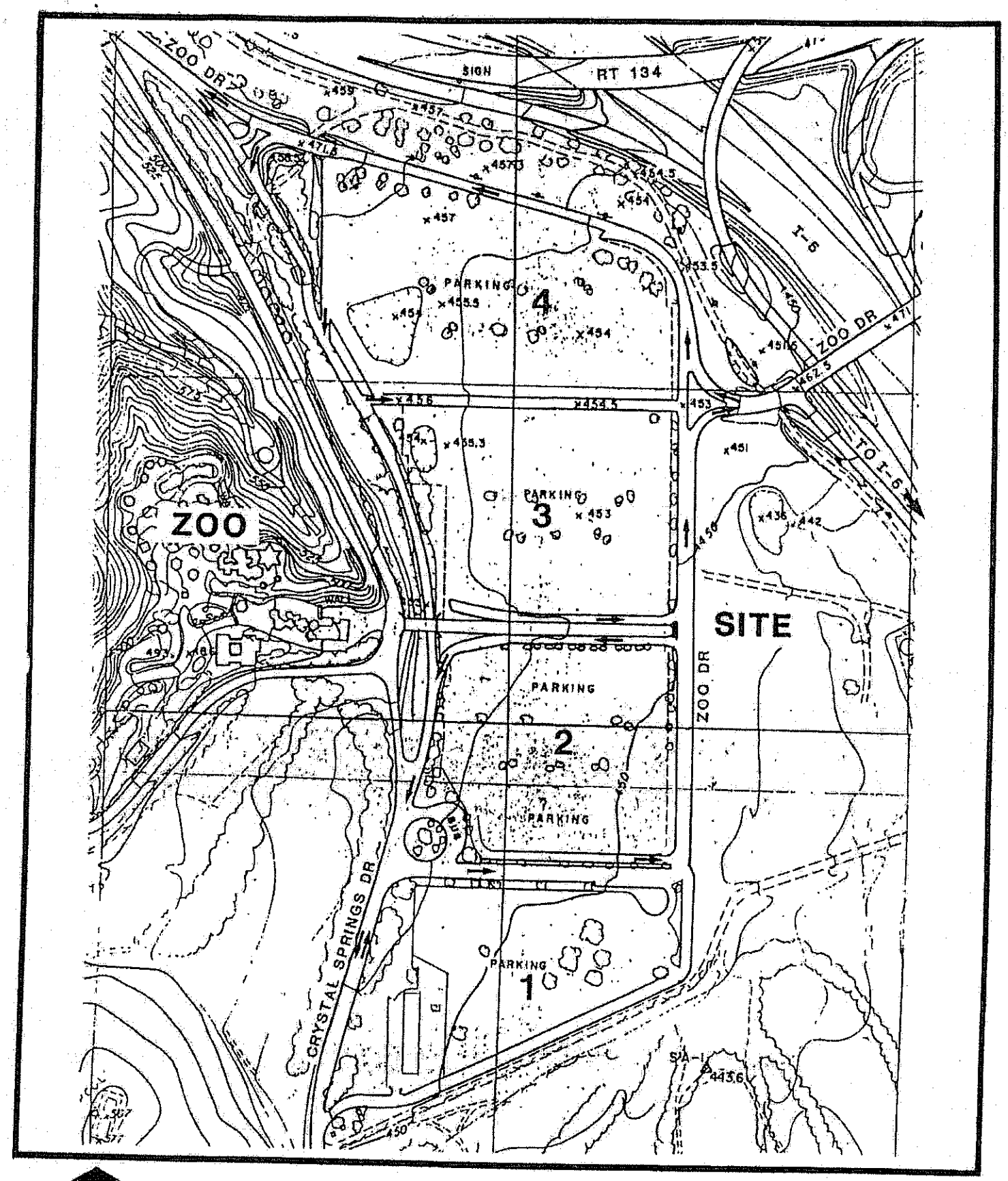
It is proposed that additional parking to serve the museum be provided on an incremental basis when, if and as needed. This arises out of uncertainties as to the visitor load which will need to be accommodated, out of the desire to keep as much of the area as possible in landscaping and recognition that existing zoo parking is very seldom fully utilized. The first increment of parking proposed will consist of spaces on the site for 30 employee's vehicles and 300 visitor's cars.

Existing zoo parking is provided in four lots designated on Exhibit 2 using the zoo management's numbering. Lots 2, 3 and 4 are the most readily accessible and closest to the zoo entrance. They contain as presently striped 3,020 spaces. These numbers are derived from recent low level aerial photos. According to zoo management these spaces are adequate for attendance levels up to 16,000 visitors per day. When these lots are approaching full use, then an entrance from Crystal Springs Drive to Lot 1 is opened and an additional 626 spaces are available, for a total of 3,646 spaces. Management reports that on the days of maximum attendance some drivers use the unpaved parking area on the museum site.

In addition to the spaces enumerated above, Lot 2 contains one bay devoted principally to bus parking. However, it is reported that this parking is principally used on weekdays for school buses and charter buses, with little or no use on weekends.

Preparation of revised parking space layouts for the existing parking lots based on the aerial photographs indicates that substantial increases in the number of spaces available can be secured. The revised layouts conform in all respects to the standard Los Angeles City requirements and provide generally 8'-6" and 8'-8" wide standard spaces and 7'-6" compact car spaces. Table 2 indicates the possible gain by lot.

In Lots 2, 3 and 4, the most heavily and first used lots, no revision of existing landscaped islands is envisioned. However, in Lot 1, a revamp of the islands at the end of each bay is proposed to take advantage of the periphery for improved efficiency.



2

EXISTING PARKING ACCESS

TABLE 2
GENE AUTRY WESTERN
HERITAGE MUSEUM

PARKING SPACE GAINS BY REWORKING
EXISTING ZOO PARKING

NEW									
FULL-SIZE			COMPACT		HCDP				
8'-6"	8'-8"	TOTAL	7'-6"	%	9'-0" + 5'-0"	TOTAL	GAIN	EXIST	DIFF.
LOT #1									
139 @ 90 205 @ 70									
344	77	421	364	46.4%	0	785	25.4%	626	+159
LOT #2									
249	208	457	465	49.8%	12	934	12.8%	828	+106
LOT #3									
281	281	562	615	51.7%	12	1,189	15.2%	1,032	+157
LOT #4									
395	278	673	700	51.0%	0	1,373	18.4%	1,160	+213
TOTAL									
1,269	844	2,113	2,144	50.1%	24	4,281	17.4%	3,646	635

The 300 spaces proposed in the first increment of new parking will accommodate up to about 2,100 visitors per day, assuming a vehicle occupancy factor of 3.5 and a maximum accumulation of cars on site at 50 percent of the total daily traffic. Beyond that point, which would be equivalent to about a 7,000 visitors day at the zoo, parking for the museum would spill over into the east portion of the zoo parking.

It is estimated that while the zoo parking accommodates about 5.3 persons per day per parking space at the 16,000 person day level, the probable shorter average visiting time associated with the museum will result in a higher turnover of the museum spaces. This will permit those spaces to accommodate about seven persons per day. The first increment of parking and existing parking will total 3,946 visitor spaces. This should serve up to 16,000 zoo visitors and 4,800 museum visitors and still leave about 6 percent of the spaces vacant.

The next increment of added parking would be by restriping Lots 2, 3 and 4 to provide an additional 476 spaces. The new total for visitor serving spaces would be 4,292, or enough to accommodate about 17,000 zoo visitors and 5,100 museum visitors with eight percent of the spaces vacant.

Reconstruction and restriping of Lot 1 will produce a total of 4,581 visitor spaces. This could serve a combination of 20,000 zoo visitors and 6,000 museum visitors albeit with less than 4 percent of the spaces vacant for a search factor.

Intermediate relief can be provided should demand outstrip the expansion of available parking spaces. The museum parking should be designed so as to permit controlled vehicular access to a

portion of the landscaped area. It will be necessary for the zoo and museum staffs to monitor parking demand on peak days and determine at what point this temporary added parking should be opened. If and when it is determined that this temporary parking is needed often enough, the improved parking area at the museum should be expanded.

In summary, the initial stage of parking improvement should serve the current normal maximum number of zoo visitors and up to 4,800 museum visitors simultaneously.

Restriping of the most frequently used lots can produce enough additional spaces to serve up to 17,000 zoo visitors and 5,100 museum visitors.

Reconstruciton and restriping of Lot 1, the most southerly existing lot, would raise the total capability beyond current anticipated visitor levels.

Space is available for temporary parking overloads and for additional parking expansion should that prove needed.

PEDESTRIAN ACCESS

Dependence on use of the zoo parking area for visitor levels above 2,100 visitors per day at the museum necessitates pedestrian crossings of that portion of Zoo Drive between the museum and the zoo parking. The entrance to the museum is planned to be directly opposite the walkway area which lies between Lots 2 and 3 of the zoo parking.

This location lies between the entrance to Lot 2 and an exit from Lots 3 and 4. This is at a point of minimum traffic on Zoo Drive. While the crosswalk will not prevent random crossings of Zoo Drive, it should serve to concentrate crossings to some extent.

Should experience indicate significant pedestrian crossing problems, then additional measures should be considered. These may include, not necessarily in the order listed, signing within Lots 2, 3 and 4 to direct visitors to the crossing, fencing to reduce random crossings, and signalization of the crossing. A walkway should be provided from Lot 1 to the museum which would make crossing Zoo Drive unnecessary for parking Lot 1 museum visitors.

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE: 1781

Location . . . ZOO DR. S/O RIVERSIDE DR
L.A. ZOO

Count began . . . FRIDAY 10/25/85 at 12:00AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
NORTH-BD	2,128	11:30	198	4:45	281
SOUTH-BD	2,660	7:30	311	5:00	289
TOTAL	4,788	7:30	399	5:00	541

PERIOD BEGAN	AM NORTH-BD 15'	AM NORTH-BD HOUR	AM SOUTH-BD 15'	AM SOUTH-BD HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM NORTH-BD 15'	PM NORTH-BD HOUR	PM SOUTH-BD 15'	PM SOUTH-BD HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	3	5	2	8	5	13	51	198	53	170	104	368
12:15	0	2	2	10	2	12	48	192	35	157	83	349
12:30	0	3	2	10	2	13	47	194	38	168	85	362
12:45	2	3	2	8	4	11	52	198	44	184	96	382
1:00	0	3	4	8	4	11	45	193	40	183	85	376
1:15	1	5	2	6	3	11	50	199	46	187	96	386
1:30	0	4	0	4	0	8	51	207	54	183	105	390
1:45	2	4	2	4	4	8	47	205	43	167	90	372
2:00	2	5	2	3	4	8	51	194	44	173	95	367
2:15	0	3	0	1	0	4	58	193	42	157	100	350
2:30	0	3	0	3	0	6	49	184	38	151	87	335
2:45	3	3	1	4	4	7	36	180	49	161	85	341
3:00	0	0	0	3	0	3	50	180	28	161	78	341
3:15	0	0	2	3	2	3	49	176	36	186	85	362
3:30	0	0	1	1	1	1	45	179	48	215	93	394
3:45	0	2	0	1	0	3	36	188	49	200	85	388
4:00	0	4	0	2	0	6	46	227	53	197	99	424
4:15	0	5	0	5	0	10	52	249	65	215	117	464
4:30	2	7	1	6	3	13	54	263	33	217	87	480
4:45	2	8	1	9	3	17	75	281	46	258	121	539
5:00	1	14	3	15	4	29	68	252	71	289	139	541
5:15	2	17	1	23	3	40	66	227	67	259	133	486
5:30	3	29	4	37	7	66	72	199	74	224	146	423
5:45	8	36	7	64	15	100	46	159	77	188	123	347
6:00	4	55	11	88	15	143	43	143	41	181	84	324
6:15	14	76	15	106	29	182	38	112	32	154	70	266
6:30	10	82	31	143	41	225	32	85	38	139	70	224
6:45	27	91	31	188	58	279	30	61	70	109	100	170
7:00	25	82	29	240	54	322	12	43	14	46	26	89
7:15	20	76	52	293	72	369	11	42	17	40	28	82
7:30	19	88	76	311	95	399	8	40	8	32	16	72
7:45	18	93	83	299	101	392	12	38	7	39	19	77
8:00	19	97	82	269	101	366	11	34	8	36	19	70
8:15	32	99	70	239	102	338	9	36	9	37	18	73
8:30	24	86	64	209	88	295	6	41	15	38	21	79
8:45	22	80	53	183	75	263	8	42	4	29	12	71
9:00	21	76	52	171	73	247	13	38	9	32	22	70
9:15	19	74	40	153	59	227	14	32	10	33	24	65
9:30	18	76	38	157	56	233	7	29	6	32	13	61
9:45	18	80	41	177	59	257	4	26	7	29	11	55
10:00	19	86	34	170	53	256	7	25	10	24	17	49
10:15	21	100	44	165	65	265	11	20	9	22	20	42
10:30	22	110	58	161	80	271	4	13	3	21	7	34
10:45	24	141	34	149	58	290	3	12	2	21	5	33
11:00	33	163	29	168	62	331	2	11	8	23	10	34
11:15	31	181	40	192	71	373	4	12	8	17	12	29
11:30	53	198	46	187	99	385	3	8	3	11	6	19
11:45	46	192	53	179	99	371	2	5	4	10	6	15

DAVE FRIDAY 10/25/85 K-736

L.A. ZOO ZOO DR. S/O RIVERSIDE DR

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE: 1701

Location . . . ZOO DR. S/O RIVERSIDE DR
L.A. ZOO

Count began . . . SATURDAY 10/26/85 at 12:00AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
NORTH-BD	2,880	11:45	200	3:30	406
SOUTH-BD	3,083	10:45	359	1:00	431
TOTAL	5,963	11:45	517	1:45	798

PERIOD BEGAN	AM NORTH-BD 15'	AM NORTH-BD HOUR	AM SOUTH-BD 15'	AM SOUTH-BD HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM NORTH-BD 15'	PM NORTH-BD HOUR	PM SOUTH-BD 15'	PM SOUTH-BD HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	4	10	2	10	6	20	48	222	91	319	139	541
12:15	1	8	2	11	3	19	69	238	50	307	119	545
12:30	2	9	4	12	6	21	45	253	100	343	145	596
12:45	3	9	2	15	5	24	60	284	78	333	138	617
1:00	2	11	3	15	5	26	64	305	79	431	143	736
1:15	2	12	3	12	5	24	84	334	86	430	170	764
1:30	2	10	7	9	9	19	76	340	90	418	166	758
1:45	5	9	2	5	7	14	81	373	176	425	257	798
2:00	3	7	0	4	3	11	93	375	78	316	171	691
2:15	0	6	0	6	0	12	90	379	74	300	164	679
2:30	1	6	3	8	4	14	109	382	97	290	206	672
2:45	3	6	1	5	4	11	83	383	67	251	150	634
3:00	2	4	2	5	4	9	97	401	62	236	159	637
3:15	0	3	2	3	2	6	93	398	64	219	157	617
3:30	1	4	0	2	1	6	110	406	58	226	168	632
3:45	1	3	1	3	2	6	101	390	52	208	153	598
4:00	1	2	0	3	1	5	94	375	45	199	139	574
4:15	1	2	1	4	2	6	101	383	71	196	172	579
4:30	0	2	1	3	1	5	94	372	40	165	134	537
4:45	0	2	1	4	1	6	86	349	43	167	129	516
5:00	1	11	1	9	2	20	102	332	42	150	144	482
5:15	1	13	0	16	1	29	90	273	40	142	130	415
5:30	0	17	2	24	2	41	71	216	42	125	113	341
5:45	9	20	6	35	15	55	69	169	26	97	95	266
6:00	3	26	8	43	11	69	43	115	34	78	77	193
6:15	5	30	8	47	13	77	33	83	23	57	56	140
6:30	3	35	13	50	16	85	24	63	14	44	38	107
6:45	15	45	14	56	29	101	15	61	7	40	22	101
7:00	7	46	12	72	19	118	11	60	13	44	24	104
7:15	10	52	11	83	21	135	13	61	10	39	23	100
7:30	13	62	19	102	32	164	22	63	10	36	32	99
7:45	16	67	30	115	46	182	14	56	11	32	25	88
8:00	13	83	23	124	36	207	12	46	8	24	20	70
8:15	20	105	30	149	50	254	15	35	7	22	22	57
8:30	18	107	32	163	50	270	15	29	6	24	21	53
8:45	32	117	39	208	71	325	4	16	3	21	7	37
9:00	35	123	48	242	83	365	1	19	6	24	7	43
9:15	22	119	44	271	66	390	9	24	9	29	18	53
9:30	28	129	77	302	105	431	2	24	3	30	5	54
9:45	38	144	73	312	111	456	7	32	6	37	13	69
10:00	31	133	77	337	108	470	6	31	11	41	17	72
10:15	32	127	75	352	107	479	9	30	10	32	19	62
10:30	43	126	87	356	130	482	10	29	10	31	20	60
10:45	27	113	98	359	125	472	6	24	10	26	16	50
11:00	25	124	92	337	117	461	5	19	2	20	7	39
11:15	31	147	79	336	110	483	8	18	9	20	17	38
11:30	30	185	90	307	120	492	5	11	5	13	10	24
11:45	38	200	76	317	114	517	1	8	4	12	5	20

DAVE SATURDAY 10/26/85 K-736

L.A. ZOO ZOO DR. S/O RIVERSIDE DR

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE:1781

Location . . . ZOO DR S/O RIVERSIDE DR
L.A. ZOO

Count began . . . SUNDAY 10/27/85 at 12:00 AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
NORTH-BD	2,941	11:45	215	4:30	436
SOUTH-BD	3,177	10:45	395	1:30	380
TOTAL	6,118	11:00	577	4:00	723

PERIOD BEGAN	AM NORTH-BD 15'	AM NORTH-BD HOUR	AM SOUTH-BD 15'	AM SOUTH-BD HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM NORTH-BD 15'	PM NORTH-BD HOUR	PM SOUTH-BD 15'	PM SOUTH-BD HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	0	12	1	21	1	33	45	216	91	346	136	562
12:15	1	12	2	29	3	41	43	236	71	340	114	576
12:30	6	11	9	31	15	42	69	258	100	357	169	615
12:45	5	7	9	25	14	32	59	253	84	346	143	599
1:00	0	7	9	17	9	24	65	264	85	362	150	626
1:15	0	9	4	10	4	19	65	274	88	373	153	647
1:30	2	10	3	8	5	18	64	293	89	380	153	673
1:45	5	9	1	5	6	14	70	307	100	377	170	684
2:00	2	6	2	7	4	13	75	331	96	360	171	691
2:15	1	4	2	6	3	10	84	345	95	361	179	706
2:30	1	5	0	7	1	12	78	338	86	361	164	699
2:45	2	4	3	8	5	12	94	369	83	342	177	711
3:00	0	4	1	9	1	13	89	363	97	338	186	701
3:15	2	4	3	10	5	14	77	374	95	331	172	705
3:30	0	2	1	8	1	10	109	393	67	307	176	700
3:45	2	3	4	7	6	10	88	386	79	307	167	693
4:00	0	1	2	3	2	4	100	412	90	311	190	723
4:15	0	1	1	2	1	3	96	429	71	276	167	705
4:30	1	1	0	1	1	2	102	436	67	257	169	693
4:45	0	1	0	2	0	3	114	427	83	243	197	670
5:00	0	1	1	7	1	8	117	411	55	214	172	625
5:15	0	1	0	6	0	7	103	387	52	200	155	587
5:30	1	2	1	12	2	14	93	364	53	168	146	532
5:45	0	3	5	19	5	22	98	308	54	137	152	445
6:00	0	9	0	17	0	26	93	232	41	101	134	333
6:15	1	12	6	25	7	37	80	145	20	70	100	215
6:30	2	15	8	27	10	42	37	74	22	60	59	134
6:45	6	17	3	27	9	44	22	47	18	52	40	99
7:00	3	15	8	32	11	47	6	38	10	42	16	80
7:15	4	24	8	42	12	66	9	39	10	45	19	84
7:30	4	35	8	53	12	88	10	36	14	41	24	77
7:45	4	45	8	60	12	105	13	36	8	31	21	67
8:00	12	57	18	74	30	131	7	33	13	28	20	61
8:15	15	69	19	91	34	160	6	29	6	21	12	50
8:30	14	76	15	114	29	190	10	28	4	19	14	47
8:45	16	97	22	149	38	246	10	22	5	18	15	40
9:00	24	116	35	181	59	297	3	17	6	19	9	36
9:15	22	135	42	214	64	349	5	21	4	17	9	38
9:30	35	158	50	209	85	367	4	21	3	21	7	42
9:45	35	166	54	224	89	390	5	24	6	22	11	46
10:00	43	172	68	274	111	446	7	25	4	22	11	47
10:15	45	180	37	328	82	508	5	19	8	20	13	39
10:30	43	169	65	375	108	544	7	18	4	16	11	34
10:45	41	177	104	395	145	572	6	11	6	13	12	24
11:00	51	194	122	383	173	577	1	5	2	9	3	14
11:15	34	188	84	352	118	540	4	4	4	8	8	12
11:30	51	197	85	339	136	536	0	1	1	6	1	7
11:45	58	215	92	354	150	569	0	7	2	14	2	21

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE:1781

Location . . . ZOO DR S/O RIVERSIDE DR
L.A. ZOO

Count began . . . MONDAY 10/28/85 at 12:00 AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
NORTH-BD	2,069	11:00	119	2:00	272
SOUTH-BD	2,269	8:30	342	12:45	187
TOTAL	4,338	8:30	429	5:45	451

PERIOD BEGAN	AM NORTH-BD 15'	AM NORTH-BD HOUR	AM SOUTH-BD 15'	AM SOUTH-BD HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM NORTH-BD 15'	PM NORTH-BD HOUR	PM SOUTH-BD 15'	PM SOUTH-BD HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	0	8	3	8	3	16	25	130	31	138	56	268
12:15	3	11	2	7	5	18	34	161	22	153	56	314
12:30	1	10	2	5	3	15	28	167	35	172	63	339
12:45	4	9	1	3	5	12	43	177	50	187	93	364
1:00	3	7	2	3	5	10	56	177	46	174	102	351
1:15	2	6	0	3	2	9	40	176	41	175	81	351
1:30	0	6	0	4	0	10	38	195	50	165	88	360
1:45	2	9	1	5	3	14	43	241	37	161	80	402
2:00	2	8	2	4	4	12	55	272	47	167	102	439
2:15	2	7	1	3	3	10	59	264	31	157	90	421
2:30	3	6	1	8	4	14	84	242	46	171	130	413
2:45	1	5	0	8	1	13	74	210	43	163	117	373
3:00	1	4	1	9	2	13	47	170	37	157	84	327
3:15	1	3	6	9	7	12	37	163	45	144	82	307
3:30	2	2	1	3	3	5	52	158	38	136	90	294
3:45	0	0	1	2	1	2	34	148	37	146	71	294
4:00	0	1	1	2	1	3	40	164	24	159	64	323
4:15	0	1	0	1	0	2	32	170	37	177	69	347
4:30	0	2	0	1	0	3	42	191	48	179	90	370
4:45	1	4	1	1	2	5	50	196	50	171	100	367
5:00	0	5	0	4	0	9	46	206	42	159	88	365
5:15	1	5	0	6	1	11	53	234	39	174	92	408
5:30	2	5	0	8	2	13	47	249	40	180	87	429
5:45	2	9	4	14	6	23	60	265	38	186	98	451
6:00	0	19	2	21	2	40	74	257	57	172	131	429
6:15	1	28	2	31	3	59	68	212	45	139	113	351
6:30	6	42	6	47	12	89	63	168	46	107	109	275
6:45	12	47	11	72	23	119	52	126	24	69	76	195
7:00	9	63	12	96	21	159	29	89	24	51	53	140
7:15	15	80	18	127	33	207	24	74	13	43	37	117
7:30	11	87	31	177	42	264	21	59	8	41	29	100
7:45	28	101	35	237	63	338	15	44	6	46	21	90
8:00	26	91	43	294	69	385	14	36	16	51	30	87
8:15	22	85	68	332	90	417	9	28	11	43	20	71
8:30	25	87	91	342	116	429	6	28	13	40	19	68
8:45	18	77	92	293	110	370	7	36	11	33	18	69
9:00	20	88	81	244	101	332	6	38	8	30	14	68
9:15	24	92	78	192	102	284	9	38	8	26	17	64
9:30	15	84	42	155	57	239	14	36	6	23	20	59
9:45	29	89	43	140	72	229	9	30	8	26	17	56
10:00	24	76	29	136	53	212	6	24	4	21	10	45
10:15	16	78	41	156	57	234	7	22	5	19	12	41
10:30	20	99	27	149	47	248	8	20	9	19	17	39
10:45	16	111	39	171	55	282	3	17	3	14	6	31
11:00	26	119	49	157	75	276	4	17	2	12	6	29
11:15	37	118	34	139	71	257	5	13	5	13	10	26
11:30	32	115	49	127	81	242	5	11	4	10	9	21
11:45	24	111	25	113	49	224	3	7	1	8	4	15

SAS MONDAY 10/28/85 K-736

L.A. ZOO ZOO DR S/O RIVERSIDE DR

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE: 1781

Location . . . ZOO DR. W/O SB I-5 ON-RAMP
L.A. ZOO

Count began . . . FRIDAY 10/25/85 at 12:00AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
INBOUND	1,481	9:00	150	12:00	155
OUTBOUND	1,060	11:45	95	5:00	126
TOTAL	2,541	11:30	241	12:00	263

PERIOD BEGAN	AM INBOUND		AM OUTBOUND		AM TOTAL		PM INBOUND		PM OUTBOUND		PM TOTAL	
	15'	HOUR	15'	HOUR	15'	HOUR	15'	HOUR	15'	HOUR	15'	HOUR
12:00	1	3	1	5	2	8	39	155	25	108	64	263
12:15	0	3	1	4	1	7	38	149	31	108	69	257
12:30	1	3	1	5	2	8	33	144	21	109	54	253
12:45	1	2	2	5	3	7	45	126	31	124	76	250
1:00	1	3	0	3	1	6	33	119	25	112	58	231
1:15	0	2	2	3	2	5	33	116	32	114	65	230
1:30	0	2	1	1	1	3	15	133	36	118	51	251
1:45	2	2	0	0	2	2	38	153	19	105	57	258
2:00	0	1	0	0	0	1	30	128	27	113	57	241
2:15	0	1	0	0	0	1	50	122	36	117	86	239
2:30	0	1	0	0	0	1	35	95	23	112	58	207
2:45	1	1	0	0	1	1	13	79	27	114	40	193
3:00	0	0	0	1	0	1	24	83	31	118	55	201
3:15	0	2	0	1	0	3	23	80	31	113	54	193
3:30	0	2	0	1	0	3	19	74	25	113	44	187
3:45	0	2	1	1	1	3	17	63	31	117	48	180
4:00	2	5	0	0	2	5	21	56	26	104	47	160
4:15	0	5	0	0	0	5	17	59	31	111	48	170
4:30	0	9	0	0	0	9	8	66	29	112	37	178
4:45	3	15	0	0	3	15	10	69	18	114	28	183
5:00	2	25	0	0	2	25	24	83	33	126	57	209
5:15	4	37	0	1	4	38	24	76	32	118	56	194
5:30	6	46	0	2	6	48	11	68	31	97	42	165
5:45	13	61	0	4	13	65	24	66	30	80	54	146
6:00	14	72	1	6	15	78	17	56	25	66	42	122
6:15	13	74	1	7	14	81	16	48	11	49	27	97
6:30	21	76	2	9	23	85	9	42	14	46	23	88
6:45	24	73	2	14	26	87	14	36	16	40	30	76
7:00	16	63	2	20	18	83	9	29	8	26	17	55
7:15	15	74	3	24	18	98	10	28	8	20	18	48
7:30	18	87	7	32	25	119	3	20	8	15	11	35
7:45	14	98	8	33	22	131	7	22	2	14	9	36
8:00	27	112	6	31	33	143	8	16	2	18	10	34
8:15	28	136	11	28	39	164	2	12	3	25	5	37
8:30	29	134	8	29	37	163	5	16	7	22	12	38
8:45	28	142	6	32	34	174	1	15	6	25	7	40
9:00	51	150	3	38	54	188	4	16	9	22	13	38
9:15	26	126	12	41	38	167	6	20	0	15	6	35
9:30	37	135	11	45	48	180	4	20	10	20	14	40
9:45	36	140	12	51	48	191	2	22	3	16	5	38
10:00	27	139	6	50	33	189	8	26	2	17	10	43
10:15	35	143	16	56	51	199	6	19	5	19	11	38
10:30	42	140	17	51	59	191	6	14	6	20	12	34
10:45	35	134	11	52	46	186	6	11	4	18	10	29
11:00	31	135	12	59	43	194	1	6	4	17	5	23
11:15	32	143	11	72	43	215	1	6	6	14	7	20
11:30	36	149	18	92	54	241	3	5	4	9	7	14
11:45	36	146	18	95	54	241	1	3	3	6	4	9

DAVE FRIDAY 10/25/85

L.A. ZOO K-736

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE: 1781

Location . . . ZOO DR. W/O SB I-5 ON-RAMP
L.A. ZOO.

Count began . . . SATURDAY 10/26/85 at 12:00AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
INBOUND	2,121	9:45	320	1:00	298
OUTBOUND	1,789	11:45	95	3:15	332
TOTAL	3,910	10:15	371	1:00	496

PERIOD BEGAN	AM INBOUND 15'	AM INBOUND HOUR	AM OUTBOUND 15'	AM OUTBOUND HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM INBOUND 15'	PM INBOUND HOUR	PM OUTBOUND 15'	PM OUTBOUND HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	6	12	0	7	6	19	65	267	28	103	93	370
12:15	2	9	2	8	4	17	63	277	25	119	88	396
12:30	2	12	3	7	5	19	78	281	25	141	103	422
12:45	2	14	2	9	4	23	61	279	25	165	86	444
1:00	3	15	1	11	4	26	75	298	44	198	119	496
1:15	5	15	1	10	6	25	67	261	47	212	114	473
1:30	4	10	5	9	9	19	76	243	49	234	125	477
1:45	3	8	4	4	7	12	80	215	58	241	138	456
2:00	3	6	0	0	3	6	38	176	58	251	96	427
2:15	0	3	0	0	0	3	49	177	69	252	118	429
2:30	2	5	0	2	2	7	48	154	56	275	104	429
2:45	1	4	0	2	1	6	41	129	68	296	109	425
3:00	0	4	0	2	0	6	39	112	59	317	98	429
3:15	2	7	2	2	4	9	26	88	92	332	118	420
3:30	1	5	0	1	1	6	23	78	77	312	100	390
3:45	1	4	0	1	1	5	24	73	89	322	113	395
4:00	3	4	0	1	3	5	15	66	74	280	89	346
4:15	0	3	1	1	1	4	16	68	72	287	88	355
4:30	0	5	0	0	0	5	18	64	87	293	105	357
4:45	1	8	0	0	1	8	17	61	47	274	64	335
5:00	2	17	0	1	2	18	17	57	81	265	98	322
5:15	2	19	0	1	2	20	12	58	78	236	90	294
5:30	3	22	0	1	3	23	15	60	68	177	83	237
5:45	10	23	1	1	11	24	13	49	38	125	51	174
6:00	4	23	0	2	4	25	18	43	52	103	70	146
6:15	5	31	0	2	5	33	14	27	19	58	33	85
6:30	4	42	0	3	4	45	4	20	16	47	20	67
6:45	10	48	2	4	12	52	7	24	16	36	23	60
7:00	12	50	0	4	12	54	2	23	7	22	9	45
7:15	16	57	1	7	17	64	7	25	8	18	15	43
7:30	10	57	1	10	11	67	8	23	5	14	13	37
7:45	12	67	2	13	14	80	6	20	2	13	8	33
8:00	19	83	3	15	22	98	4	17	3	14	7	31
8:15	16	101	4	21	20	122	5	14	4	12	9	26
8:30	20	113	4	27	24	140	5	13	4	9	9	22
8:45	28	130	4	34	32	164	3	9	3	8	6	17
9:00	37	181	9	38	46	219	1	9	1	6	2	15
9:15	28	231	10	40	38	271	4	10	1	7	5	17
9:30	37	276	11	48	48	324	1	15	3	15	4	30
9:45	79	320	8	50	87	370	3	20	1	19	4	39
10:00	87	320	11	49	98	369	2	24	2	22	4	46
10:15	73	320	18	51	91	371	9	23	9	22	18	45
10:30	81	311	13	48	94	359	6	24	7	17	13	41
10:45	79	302	7	47	86	349	7	22	4	15	11	37
11:00	87	293	13	57	100	350	1	21	2	21	3	42
11:15	64	271	15	72	79	343	10	26	4	19	14	45
11:30	72	270	12	82	84	352	4	18	5	17	9	35
11:45	70	276	17	95	87	371	6	16	10	15	16	31

DAVE SATURDAY 10/26/85 K-736

L.A. ZOO

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE: 1781

Location . . . ZOO DR. W/O SB I-5 ON-RAMP
L.A. ZOO

Count began . . . SUNDAY 10/27/85 at 12:00AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
INBOUND	1,920	11:45	298	12:30	294
OUTBOUND	1,693	11:45	49	5:15	358
TOTAL	3,613	11:45	347	2:30	434

PERIOD BEGAN	AM INBOUND 15'	AM INBOUND HOUR	AM OUTBOUND 15'	AM OUTBOUND HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM INBOUND 15'	PM INBOUND HOUR	PM OUTBOUND 15'	PM OUTBOUND HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	0	5	1	12	1	17	71	280	11	51	82	331
12:15	1	8	2	14	3	22	67	281	8	73	75	354
12:30	2	8	4	21	6	29	81	294	16	89	97	383
12:45	2	7	5	18	7	25	61	291	16	112	77	403
1:00	3	9	3	15	6	24	72	291	33	109	105	400
1:15	1	8	9	13	10	21	80	284	24	110	104	394
1:30	1	10	1	4	2	14	78	267	39	128	117	395
1:45	4	11	2	4	6	15	61	264	13	141	74	405
2:00	2	8	1	4	3	12	65	246	34	178	99	424
2:15	3	9	0	4	3	13	63	228	42	192	105	420
2:30	2	7	1	8	3	15	75	220	52	214	127	434
2:45	1	5	2	7	3	12	43	179	50	229	93	408
3:00	3	4	1	7	4	11	47	174	48	242	95	416
3:15	1	2	4	7	5	9	55	166	64	267	119	433
3:30	0	1	0	3	0	4	34	139	67	276	101	415
3:45	0	2	2	3	2	5	38	134	63	289	101	423
4:00	1	2	1	1	2	3	39	117	73	306	112	423
4:15	0	1	0	0	0	1	28	91	73	315	101	406
4:30	1	1	0	0	1	1	29	79	80	334	109	413
4:45	0	1	0	1	0	2	21	73	80	346	101	419
5:00	0	4	0	1	0	5	13	70	82	353	95	423
5:15	0	5	0	1	0	6	16	65	92	358	108	423
5:30	1	10	1	2	2	12	23	66	92	349	115	415
5:45	3	15	0	1	3	16	18	58	87	307	105	365
6:00	1	24	0	1	1	25	8	47	87	229	95	276
6:15	5	24	1	1	6	25	17	46	83	157	100	203
6:30	6	26	0	3	6	29	15	35	50	83	65	118
6:45	12	21	0	3	12	24	7	27	9	41	16	68
7:00	1	12	0	3	1	15	7	25	15	35	22	60
7:15	7	26	3	4	10	30	6	22	9	22	15	44
7:30	1	29	0	4	1	33	7	22	8	17	15	39
7:45	3	39	0	7	3	46	5	22	3	14	8	36
8:00	15	46	1	13	16	59	4	23	2	11	6	34
8:15	10	47	3	19	13	66	6	21	4	9	10	30
8:30	11	62	3	19	14	81	7	18	5	6	12	24
8:45	10	72	6	23	16	95	6	14	0	3	6	17
9:00	16	80	7	25	23	105	2	12	0	6	2	18
9:15	25	88	3	30	28	118	3	14	1	6	4	20
9:30	21	87	7	37	28	124	3	12	2	6	5	18
9:45	18	103	8	39	26	142	4	15	3	6	7	21
10:00	24	146	12	43	36	189	4	14	0	5	4	19
10:15	24	191	10	38	34	229	1	11	1	6	2	17
10:30	37	239	9	38	46	277	6	10	2	6	8	16
10:45	61	262	12	37	73	299	3	4	2	5	5	9
11:00	69	280	7	39	76	319	1	1	1	4	2	5
11:15	72	282	10	43	82	325	0	0	1	4	1	4
11:30	60	277	8	41	68	318	0	1	1	5	1	6
11:45	79	298	14	49	93	347	0	3	1	8	1	11

DAVE SUNDAY 10/27/85 K-736
L.A. ZOO

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE: 1781

Location . . . ZOO DR. W/O SB I-5 ON-RAMP
L.A.ZOO

Count began . . . MONDAY 10/28/85 at 12:00AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
INBOUND	1,443	11:45	170	1:00	215
OUTBOUND	883	11:45	56	6:00	129
TOTAL	2,326	11:45	226	1:00	300

PERIOD BEGAN	AM INBOUND 15'	AM INBOUND HOUR	AM OUTBOUND 15'	AM OUTBOUND HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM INBOUND 15'	PM INBOUND HOUR	PM OUTBOUND 15'	PM OUTBOUND HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	2	6	0	1	2	7	37	164	12	59	49	223
12:15	2	7	0	1	2	8	40	185	14	75	54	260
12:30	1	7	1	3	2	10	60	207	19	77	79	284
12:45	1	7	0	2	1	9	27	210	14	84	41	294
1:00	3	7	0	3	3	10	58	215	28	85	86	300
1:15	2	6	2	3	4	9	62	180	16	80	78	260
1:30	1	5	0	2	1	7	63	142	26	89	89	231
1:45	1	5	1	2	2	7	32	108	15	84	47	192
2:00	2	4	0	1	2	5	23	87	23	99	46	186
2:15	1	2	1	1	2	3	24	82	25	100	49	182
2:30	1	1	0	0	1	1	29	68	21	97	50	165
2:45	0	0	0	0	0	0	11	54	30	106	41	160
3:00	0	1	0	0	0	1	18	62	24	99	42	161
3:15	0	1	0	0	0	1	10	66	22	109	32	175
3:30	0	1	0	0	0	1	15	72	30	114	45	186
3:45	1	5	0	0	1	5	19	74	23	109	42	183
4:00	0	9	0	0	0	9	22	78	34	115	56	193
4:15	0	11	0	0	0	11	16	90	27	97	43	187
4:30	4	16	0	0	4	16	17	87	25	90	42	177
4:45	5	20	0	0	5	20	23	104	29	91	52	195
5:00	2	30	0	0	2	30	34	98	16	81	50	179
5:15	5	37	0	0	5	37	13	73	20	102	33	175
5:30	8	47	0	0	8	47	34	66	26	127	60	193
5:45	15	52	0	1	15	53	17	38	19	127	36	165
6:00	9	58	0	4	9	62	9	29	37	129	46	158
6:15	15	66	0	4	15	70	6	34	45	101	51	135
6:30	13	66	1	5	14	71	6	40	26	67	32	107
6:45	21	83	3	9	24	92	8	39	21	43	29	82
7:00	17	91	0	8	17	99	14	34	9	25	23	59
7:15	15	96	1	13	16	109	12	23	11	20	23	43
7:30	30	109	5	19	35	128	5	15	2	10	7	25
7:45	29	99	2	18	31	117	3	14	3	9	6	23
8:00	22	94	5	26	27	120	3	15	4	11	7	26
8:15	28	95	7	31	35	126	4	17	1	7	5	24
8:30	20	92	4	35	24	127	4	18	1	12	5	30
8:45	24	102	10	37	34	139	4	20	5	14	9	34
9:00	23	107	10	34	33	141	5	17	0	13	5	30
9:15	25	113	11	35	36	148	5	13	6	13	11	26
9:30	30	111	6	32	36	143	6	13	3	12	9	25
9:45	29	114	7	35	36	149	1	13	4	12	5	25
10:00	29	112	11	38	40	150	1	15	0	11	1	26
10:15	23	113	8	35	31	148	5	17	5	11	10	28
10:30	33	111	9	35	42	146	6	15	3	6	9	21
10:45	27	95	10	34	37	129	3	11	3	8	6	19
11:00	30	101	8	35	38	136	3	9	0	6	3	15
11:15	21	108	8	39	29	147	3	8	0	6	3	14
11:30	17	127	8	45	25	172	2	7	5	6	7	13
11:45	33	170	11	56	44	226	1	6	1	2	2	8

DAVE MONDAY 10/28/85

L.A. ZOO

K-736

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE:1781

Location . . . CRYSTAL SPRINGS DR S/O ZOO DR
L.A. ZOO

Count began . . . FRIDAY 10-25-85 @ 12:00 AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
NORTH-BD	1,978	11:30	180	5:00	241
SOUTH-BD	2,320	7:45	293	5:00	226
TOTAL	4,298	7:45	391	5:00	467

PERIOD BEGAN	AM NORTH-BD 15'	AM NORTH-BD HOUR	AM SOUTH-BD 15'	AM SOUTH-BD HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM NORTH-BD 15'	PM NORTH-BD HOUR	PM SOUTH-BD 15'	PM SOUTH-BD HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	5	7	1	7	6	14	44	159	37	124	81	283
12:15	0	2	3	6	3	8	44	148	27	121	71	269
12:30	2	4	2	4	4	8	39	138	40	121	79	259
12:45	0	2	1	2	1	4	32	142	20	120	52	262
1:00	0	2	0	1	0	3	33	142	34	140	67	282
1:15	2	4	1	1	3	5	34	136	27	135	61	271
1:30	0	2	0	0	0	2	43	133	39	155	82	288
1:45	0	2	0	0	0	2	32	125	40	155	72	280
2:00	2	2	0	0	2	2	27	132	29	147	56	279
2:15	0	2	0	0	0	2	31	135	47	145	78	280
2:30	0	2	0	2	0	4	35	139	39	128	74	267
2:45	0	2	0	2	0	4	39	149	32	142	71	291
3:00	2	2	0	3	2	5	30	141	27	156	57	297
3:15	0	0	2	3	2	3	35	150	30	180	65	330
3:30	0	0	0	1	0	1	45	176	53	205	98	381
3:45	0	2	1	1	1	3	31	186	46	199	77	385
4:00	0	2	0	1	0	3	39	206	51	200	90	406
4:15	0	3	0	1	0	4	61	212	55	197	116	409
4:30	2	3	0	4	2	7	55	211	47	207	102	418
4:45	0	3	1	6	1	9	51	233	47	211	98	444
5:00	1	8	0	7	1	15	45	241	48	226	93	467
5:15	0	9	3	13	3	22	60	241	65	220	125	461
5:30	2	15	2	17	4	32	77	218	51	187	128	405
5:45	5	18	2	32	7	50	59	181	62	166	121	347
6:00	2	30	6	54	8	84	45	156	42	129	87	285
6:15	6	51	7	86	13	137	37	122	32	188	69	310
6:30	5	67	17	108	22	175	40	99	30	170	70	269
6:45	17	82	24	130	41	212	34	74	25	152	59	226
7:00	23	85	38	182	61	267	11	52	101	134	112	186
7:15	22	79	29	221	51	300	14	55	14	46	28	101
7:30	20	88	39	264	59	352	15	52	12	36	27	88
7:45	20	98	76	293	96	391	12	54	7	37	19	91
8:00	17	101	77	270	94	371	14	52	13	38	27	90
8:15	31	109	72	247	103	356	11	59	4	32	15	91
8:30	30	97	68	230	98	327	17	59	13	34	30	93
8:45	23	108	53	194	76	302	10	62	8	31	18	93
9:00	25	132	54	221	79	353	21	56	7	29	28	85
9:15	19	127	55	185	74	312	11	36	6	27	17	63
9:30	41	135	32	156	73	291	20	28	10	24	30	52
9:45	47	120	80	159	127	279	4	11	6	15	10	26
10:00	20	105	18	112	38	217	1	10	5	12	6	22
10:15	27	119	26	120	53	239	3	12	3	8	6	20
10:30	26	114	35	125	61	239	3	12	1	8	4	20
10:45	32	144	33	121	65	265	3	10	3	8	6	18
11:00	34	148	26	121	60	269	3	7	1	6	4	13
11:15	22	158	31	132	53	290	3	9	3	6	6	15
11:30	56	180	31	128	87	308	1	6	1	6	2	12
11:45	36	163	33	137	69	300	0	7	1	7	1	14

SAS 10/25/85 K-736

L.A. ZOO CRYSTAL SPRINGS DR S/O ZOO DR

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE:1781

Location . . . CRYSTAL SPRINGS DR S/O ZOO DR
L.A. ZOO

Count began . . . SATURDAY 10-26-85 @ 12:00 AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
NORTH-BD	2,430	10:00	288	1:45	279
SOUTH-BD	2,283	9:30	209	3:30	256
TOTAL	4,713	10:00	477	1:45	511

PERIOD BEGAN	AM NORTH-BD 15'	AM NORTH-BD HOUR	AM SOUTH-BD 15'	AM SOUTH-BD HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM NORTH-BD 15'	PM NORTH-BD HOUR	PM SOUTH-BD 15'	PM SOUTH-BD HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	2	5	2	3	4	8	54	233	36	171	90	404
12:15	3	3	1	3	4	6	59	241	50	187	109	428
12:30	0	0	0	6	0	6	78	234	37	193	115	427
12:45	0	2	0	6	0	8	42	225	48	202	90	427
1:00	0	6	2	12	2	18	62	251	52	211	114	462
1:15	0	11	4	11	4	22	52	262	56	220	108	482
1:30	2	11	0	7	2	18	69	275	46	219	115	494
1:45	4	12	6	8	10	20	68	279	57	232	125	511
2:00	5	9	1	3	6	12	73	254	61	234	134	488
2:15	0	4	0	2	0	6	65	230	55	220	120	450
2:30	3	4	1	3	4	7	73	213	59	224	132	437
2:45	1	1	1	2	2	3	43	209	59	237	102	446
3:00	0	0	0	1	0	1	49	221	47	239	96	460
3:15	0	0	1	1	1	1	48	233	59	250	107	483
3:30	0	0	0	0	0	0	69	252	72	256	141	508
3:45	0	2	0	0	0	2	55	228	61	251	116	479
4:00	0	2	0	1	0	3	61	213	58	244	119	457
4:15	0	4	0	3	0	7	67	186	65	230	132	416
4:30	2	5	0	4	2	9	45	170	67	220	112	390
4:45	0	3	1	4	1	7	40	167	54	222	94	389
5:00	2	6	2	4	4	10	34	165	44	214	78	379
5:15	1	8	1	8	2	16	51	160	55	212	106	372
5:30	0	8	0	15	0	23	42	126	69	189	111	315
5:45	3	9	1	26	4	35	38	109	46	143	84	252
6:00	4	16	6	35	10	51	29	105	42	109	71	214
6:15	1	21	8	45	9	66	17	89	32	78	49	167
6:30	1	27	11	50	12	77	25	87	23	57	48	144
6:45	10	41	10	57	20	98	34	71	12	42	46	113
7:00	9	46	16	65	25	111	13	52	11	42	24	94
7:15	7	57	13	82	20	139	15	56	11	40	26	96
7:30	15	65	18	99	33	164	9	52	8	35	17	87
7:45	15	72	18	97	33	169	15	58	12	34	27	92
8:00	20	90	33	102	53	192	17	52	9	30	26	82
8:15	15	99	30	102	45	201	11	43	6	26	17	69
8:30	22	111	16	104	38	215	15	34	7	26	22	60
8:45	33	129	23	126	56	255	9	27	8	26	17	53
9:00	29	148	33	158	62	306	8	25	5	23	13	48
9:15	27	212	32	188	59	400	2	20	6	20	8	40
9:30	40	248	38	209	78	457	8	18	7	18	15	36
9:45	52	265	55	202	107	467	7	10	5	14	12	24
10:00	93	288	63	189	156	477	3	3	2	13	5	16
10:15	63	252	53	174	116	426	0	6	4	17	4	23
10:30	57	240	31	150	88	390	0	9	3	15	3	24
10:45	75	234	42	163	117	397	0	11	4	18	4	29
11:00	57	225	48	164	105	389	6	15	6	16	12	31
11:15	51	222	29	152	80	374	3	11	2	12	5	23
11:30	51	230	44	173	95	403	2	11	6	11	8	22
11:45	66	257	43	166	109	423	4	9	2	5	6	14

SAS 10/26/85 K-736

L.A. ZOO CRYSTAL SPRINGS DR S/O ZOO DR

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE:1781

Location . . . CRYSTAL SPRINGS DR S/O ZOO DR
L.A. ZOO

Count began . . . SUNDAY 10-27-85 @ 12:00 AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
NORTH-BD	2,679	11:45	327	2:15	374
SOUTH-BD	2,659	11:00	279	4:15	334
TOTAL	5,338	11:15	565	3:45	637

PERIOD BEGAN	AM NORTH-BD 15'	AM NORTH-BD HOUR	AM SOUTH-BD 15'	AM SOUTH-BD HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM NORTH-BD 15'	PM NORTH-BD HOUR	PM SOUTH-BD 15'	PM SOUTH-BD HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	1	2	1	7	2	9	93	345	52	208	145	553
12:15	0	5	0	10	0	15	72	342	54	205	126	547
12:30	0	8	4	10	4	18	95	355	46	220	141	575
12:45	1	8	2	6	3	14	85	317	56	217	141	534
1:00	4	11	4	6	8	17	90	304	49	226	139	530
1:15	3	7	0	2	3	9	85	302	69	258	154	560
1:30	0	5	0	5	0	10	57	310	43	252	100	562
1:45	4	7	2	6	6	13	72	327	65	281	137	608
2:00	0	3	0	4	0	7	88	351	81	258	169	609
2:15	1	3	3	5	4	8	93	374	63	232	156	606
2:30	2	3	1	2	3	5	74	364	72	243	146	607
2:45	0	1	0	1	0	2	96	369	42	240	138	609
3:00	0	2	1	1	1	3	111	357	55	261	166	618
3:15	1	2	0	0	1	2	83	335	74	280	157	615
3:30	0	1	0	0	0	1	79	327	69	295	148	622
3:45	1	1	0	1	1	2	84	325	63	312	147	637
4:00	0	0	0	1	0	1	89	296	74	333	163	629
4:15	0	0	0	1	0	1	75	253	89	334	164	587
4:30	0	1	1	2	1	3	77	233	86	318	163	551
4:45	0	1	0	1	0	2	55	211	84	295	139	506
5:00	0	2	0	5	0	7	46	191	75	283	121	474
5:15	1	4	1	9	2	13	55	182	73	290	128	472
5:30	0	3	0	13	0	16	55	149	63	271	118	420
5:45	1	4	4	19	5	23	35	129	72	234	107	363
6:00	2	6	4	20	6	26	37	112	82	187	119	299
6:15	0	8	5	21	5	29	22	83	54	126	76	209
6:30	1	10	6	23	7	33	35	67	26	83	61	150
6:45	3	13	5	21	8	34	18	44	25	67	43	111
7:00	4	17	5	24	9	41	8	36	21	56	29	92
7:15	2	16	7	35	9	51	6	40	11	43	17	83
7:30	4	24	4	39	8	63	12	38	10	40	22	78
7:45	7	33	8	49	15	82	10	34	14	34	24	68
8:00	3	44	16	60	19	104	12	30	8	24	20	54
8:15	10	50	11	64	21	114	4	21	8	24	12	45
8:30	13	64	14	87	27	151	8	22	4	22	12	44
8:45	18	75	19	88	37	163	6	17	4	23	10	40
9:00	9	87	20	140	29	227	3	13	8	20	11	33
9:15	24	84	34	178	58	262	5	15	6	18	11	33
9:30	24	77	15	206	39	283	3	14	5	18	8	32
9:45	30	144	71	226	101	370	2	15	1	18	3	33
10:00	6	174	58	226	64	400	5	15	6	20	11	35
10:15	17	235	62	234	79	469	4	12	6	17	10	29
10:30	91	284	35	269	126	553	4	10	5	14	9	24
10:45	60	267	71	278	131	545	2	7	3	12	5	19
11:00	67	274	66	279	133	553	2	7	3	10	5	17
11:15	66	300	97	265	163	565	2	6	3	8	5	14
11:30	74	306	44	222	118	528	1	4	3	5	4	9
11:45	67	327	72	224	139	551	2	3	1	6	3	9

SAS 10/27/85 K-736

L.A. ZOO CRYSTAL SPRINGS DR S/O ZOO DR

CAR COUNTER CO. 150-C PAULARINO AVE., COSTA MESA, CA. (714) 556-6698

Machine Traffic Count for LL&G RE:1781

Location . . . CRYSTAL SPRINGS DR S/O ZOO DR
L.A. ZOO

Count began . . . MONDAY 10-28-85 @ 12:00 AM

Abnormal Conditions - None

SUMMARY

Direction	24 Hour Volume	AM Peak Hour Began	AM Peak Hour Volume	PM Peak Hour Began	PM Peak Hour Volume
NORTH-BD	1,631	11:30	133	2:30	210
SOUTH-BD	1,924	8:30	304	5:45	170
TOTAL	3,555	8:30	385	2:45	363

PERIOD BEGAN	AM NORTH-BD 15'	AM NORTH-BD HOUR	AM SOUTH-BD 15'	AM SOUTH-BD HOUR	AM TOTAL 15'	AM TOTAL HOUR	PM NORTH-BD 15'	PM NORTH-BD HOUR	PM SOUTH-BD 15'	PM SOUTH-BD HOUR	PM TOTAL 15'	PM TOTAL HOUR
12:00	1	1	1	2	2	3	34	139	18	103	52	242
12:15	0	0	1	1	1	1	28	141	23	127	51	268
12:30	0	0	0	1	0	1	36	156	18	140	54	296
12:45	0	0	0	2	0	2	41	148	44	151	85	299
1:00	0	0	0	2	0	2	36	153	42	141	78	294
1:15	0	0	1	2	1	2	43	146	36	125	79	271
1:30	0	0	1	1	1	1	28	127	29	120	57	247
1:45	0	0	0	0	0	0	46	139	34	122	80	261
2:00	0	4	0	0	0	4	29	133	26	126	55	259
2:15	0	4	0	0	0	4	24	185	31	141	55	326
2:30	0	4	0	0	0	4	40	210	31	133	71	343
2:45	4	4	0	6	4	10	40	207	38	156	78	363
3:00	0	1	0	6	0	7	81	198	41	153	122	351
3:15	0	1	0	6	0	7	49	143	23	139	72	282
3:30	0	1	6	7	6	8	37	125	54	141	91	266
3:45	1	1	0	1	1	2	31	114	35	122	66	236
4:00	0	0	0	1	0	1	26	118	27	134	53	252
4:15	0	0	1	1	1	1	31	125	25	150	56	275
4:30	0	0	0	0	0	0	26	119	35	167	61	286
4:45	0	1	0	0	0	1	35	130	47	167	82	297
5:00	0	1	0	0	0	1	33	136	43	161	76	297
5:15	0	2	0	2	0	4	25	149	42	152	67	301
5:30	1	3	0	5	1	8	37	165	35	168	72	333
5:45	0	2	0	6	0	8	41	177	41	170	82	347
6:00	1	6	2	11	3	17	46	168	34	161	80	329
6:15	1	10	3	18	4	28	41	168	58	151	99	319
6:30	0	21	1	29	1	50	49	154	37	111	86	265
6:45	4	32	5	47	9	79	32	126	32	84	64	210
7:00	5	37	9	69	14	106	46	109	24	57	70	166
7:15	12	56	14	84	26	140	27	77	18	40	45	117
7:30	11	61	19	114	30	175	21	60	10	32	31	92
7:45	9	71	27	160	36	231	15	47	5	32	20	79
8:00	24	84	24	229	48	313	14	36	7	33	21	69
8:15	17	74	44	283	61	357	10	30	10	34	20	64
8:30	21	81	65	304	86	385	8	24	10	29	18	53
8:45	22	85	96	298	118	383	4	19	6	25	10	44
9:00	14	78	78	243	92	321	8	19	8	24	16	43
9:15	24	88	65	198	89	286	4	12	5	23	9	35
9:30	25	85	59	155	84	240	3	10	6	20	9	30
9:45	15	75	41	125	56	200	4	9	5	19	9	28
10:00	24	87	33	106	57	193	1	8	7	23	8	31
10:15	21	80	22	101	43	181	2	7	2	19	4	26
10:30	15	86	29	119	44	205	2	5	5	17	7	22
10:45	27	112	22	124	49	236	3	3	9	15	12	18
11:00	17	115	28	131	45	246	0	0	3	8	3	8
11:15	27	132	40	121	67	253	0	1	0	6	0	7
11:30	41	133	34	104	75	237	0	1	3	7	3	8
11:45	30	128	29	88	59	216	0	1	2	4	2	5

SAS 10/28/85 K-736

L.A. ZOO CRYSTAL SPRINGS DR S/O ZOO DR

APPENDIX B

LEVEL OF SERVICE and INTERSECTION CAPACITY UTILIZATION (ICU)

Level of Service is a term used to describe prevailing conditions and their effect on traffic. Broadly interpreted, the Level of Service concept denotes any one of a number of differing combinations of operating conditions which may take place as a roadway is accomodating various traffic volumes. Level of Service is a qualitative measure of the effect of such factors as travel speed, travel time, interruptions, freedom to maneuver, safety, driving comfort and convenience.

Six Levels of Service, A through F, have been defined in the Highway Capacity Manual of 1965. Level of Service A describes a condition of free flow, with low traffic volumes and relatively high speeds, while Level of Service F describes forced traffic flow at low speeds with jammed conditions and queues which cannot clear during the green phases.

The Intersection Capacity Utilization (ICU) method of intersection capacity analysis has been used in our studies. It directly relates traffic demand and available capacity for key intersection movements, regardless of present signal timing. The capacity per hour of green time for each approach is calculated based on the methods of the Highway Capacity Manual. The proportion of total signal time needed by each key movement is determined and compared to the total time available (100 percent of the hour). The result of summing the requirements of the conflicting key movements plus an allowance for clearance times is expressed as a decimal fraction. Conflicting key traffic movements are those opposing movements whose combined green time requirements are greatest.

The resulting ICU represents the proportion of the total hour required to accomodate intersection demand volumes if the key conflicting traffic movements are operating at capacity. Other movements may be operating near capacity, or may be operating at significantly better levels. The ICU may be translated to a Level of Service as tabulated below.

The Levels of Service (abbreviated from the Highway Capacity Manual) are listed here with their corresponding ICU and Load Factor equivalents. Load Factor is that proportion of the signal cycles during the peak hour which are fully loaded; i.e. when all of the vehicles waiting at the beginning of green are not able to clear on that green phase.

Level of Service	Load Factor	Equivalent ICU
A (free flow)	0.0	0.0 - 0.6
B (rural design)	0.0 - 0.1	0.61 - 0.70
C (urban design)	0.1 - 0.3	0.71 - 0.80
D (maximum urban design)	0.3 - 0.7	0.81 - 0.90
E (capacity)	0.7 - 1.0	0.91 - 1.00
F (forced flow)	Not Applicable	Not Applicable

SERVICE LEVEL A

There are no loaded cycles and few are even close to loaded at this service level. No approach phase is fully utilized by traffic and no vehicle waits longer than one red indication.

SERVICE LEVEL B

This level represents stable operation where an occasional approach phase is fully utilized and a substantial number are approaching full use. Many drivers begin to feel restricted within platoons of vehicles.

SERVICE LEVEL C

At this level stable operation continues. Loading is still intermittent but more frequent than at Level B. Occasionally drivers may have to wait through more than one red signal indication and backups may develop behind turning vehicles. Most drivers feel somewhat restricted, but not objectionably so.

SERVICE LEVEL D

This level encompasses a zone of increasing restriction approaching instability at the intersection. Delays to approaching vehicles may be substantial during short peaks within the peak hour, but enough cycles with lower demand occur to permit periodic clearance of queues, thus preventing excessive backups. Drivers frequently have to wait through more than one red signal. This level is the lower limit of acceptable operation to most drivers.

SERVICE LEVEL E

This represents near capacity and capacity operation. At capacity (ICU = 1.0) it represents the most vehicles that the particular intersection can accommodate. However, full utilization of every signal cycle is seldom attained no matter how great the demand. At this level all drivers wait through more than one red signal, and frequently through several.

SERVICE LEVEL F

Jammed conditions. Traffic backed up from a downstream location on one of the streets restricts or prevents movement of traffic through the intersection under consideration.

LINSCOTT, LAW & GREENSPAN, ENGINEERS
TRANSPORTATION PLANNING • TRAFFIC ENGINEERING • PARKING

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PHILIP M. LINSCOTT, P.E.
JACK M. GREENSPAN, P.E.
WILLIAM A. LAW, P.E.
PAUL W. WILKINSON, P.E.
LEON D. WARD, P.E.
DONALD W. BARKER, P.E.

13 May 1986

Mr. Dwight Steinert
Engineering Technology, Inc.
14148 Magnolia Boulevard
Sherman Oaks, California 91423

Reference: 1781

Subject: Related Projects, et.al., Gene Autry Western Heritage Museum

1. Equestrian Center:

The proposed enlargement of facilities at the Los Angeles Equestrian Center and connection of that center to Forest Lawn Drive via a new bridge over the Los Angeles River should not produce any significant impact on the intersections examined in the Gene Autry Museum Study. The Ventura Freeway interchange with Forest Lawn Drive is relatively under utilized. With appropriate minor modifications, that interchange will provide direct access to the Equestrian Center from the West, East, and Southwest via the regional freeway system.

Some increase in automobile traffic on Forest Lawn Drive west of the interchange should be expected, but this should not affect or be affected by traffic associated with the Gene Autry Museum.

2. Pecan Grove Picnic Area. Approximately fifteen acres of land lying in a strip between Zoo drive and the Trail adjacent to the Freeways is proposed to be developed as a picnic area. It will take access directly from Zoo Drive. Data on trip generation by this type of land use is extremely meager, coming only from a few studies in the San Francisco area. Weekday trip rates appear to be about six trip ends per acre, with Saturday and Sunday rates possibly double that figure, or twelve trip ends per acre. Thus this use could add perhaps 180 trips per day in the immediate vicinity on a summer weekend. This would not produce significant impacts on any of the adjacent studied intersections.

3. Old Zoo Site Picnic Area. About fifteen acres of new picnic grounds are proposed to be developed on the site of the former zoo. This area has access both from the roadway serving the golf courses with only minor parking available or from the much larger parking areas serving the existing picnic areas near the merry-go-around. Thus traffic associated with this area will primarily access the area via the merry-go-around roadway from Crystal Springs Drive. That portion which would use the golf course roadway approaching on Crystal Springs Drive from either north or south would produce a minor impact on the intersection of Crystal Springs Drive and Cedar Tree Drive, but that impact would not be significant.

4. Crystal Springs Picnic Grounds expansion. This site is southerly of the golf courses and east of Crystal Springs Drive. Thus the only traffic associated with this expansion which might impact the studied intersections would be traffic to and from the north entering the park north of the museum site. The volumes of such traffic would be low and would not produce a significant impact at the studied intersections.

5. Magnet School site: This site is located in the most southerly of the Zoo parking lots. No data was furnished on plans for this school. However, if it generates traffic only on normal school days, traffic associated with that school will not conflict in any way with the peak traffic periods of the Zoo or the Gene Autry Museum, which peaks will occur on weekends or holidays.

6. Cumulative impacts of the related projects. Because of the factors cited in discussing each of the projects, and because of the good levels of service projected in the original report, it is believed that the impacts of the related projects, either individually or cumulatively at the studied intersections will not be significant.

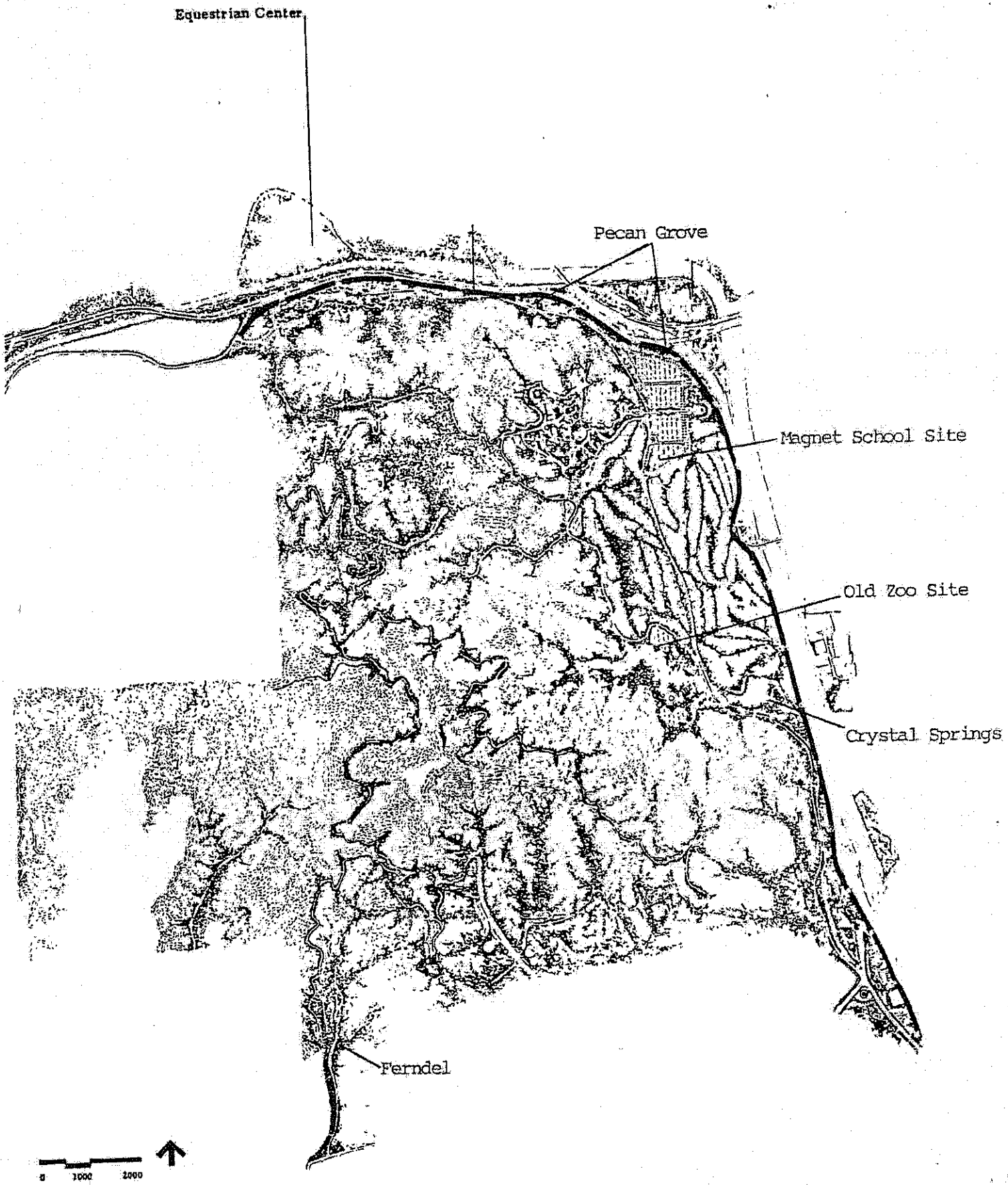
GENE AUTRY WESTERN HERITAGE MUSEUM
TRAFFIC GENERATION AND IMPACTS OF RELATED PROJECTS
RELATIVE TO KEY INTERSECTIONS

TRAFFIC GENERATION

PROJECT	SUMMER SUNDAY GENERATION 24-HOUR	PM PEAK HOUR
Equestrian Center	Nothing Significant	Within Zoo Area
Pecan Grove Picnic Area	180	22
Old Zoo Site Picnic Area	180	22
Crystal Springs Picnic Area Expansion	150	18
Magnet School	Not Significant on Week-Ends	

TRAFFIC IMPACTS

INTERSECTION	REPORT ICU	REPORT LOS	WITH PICNIC AREAS ICU	WITH PICNIC AREAS LOS
Zoo Drive/ Riverside Drive	0.659	B	0.667	B
Zoo Drive/Northbound I-5 Off-Ramp	0.505	A	0.510	A
Crystal Springs Drive/ Cedar Tree	0.771	C	0.775	C


Equestrian Center
Pecan Grove
Magnet School Site
Old Zoo Site
Crystal Springs
Ferndel
0
1000
2000

APPENDIX C

WORKSHEET

VOLUME-CAPACITY ANALYSIS

Zoo DR / RIVERSIDE DR

12:15-1:15 PM PEAK HOUR

LINSCOTT, LAW & GREENSPAN, INC., ENGINEERS

MOVEMENT	Existing 1985 (1)			With Project Design Day																			
	VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO
NB LT	—																						
NB THRU	—																						
NB RT	—																						
SB LT	346	1500	.23*	+64	410		.27*																
SB THRU	—																						
SB RT	164	1500	.11				.11																
EB LT	190	1500	.13*				.13*																
EB THRU	378	1600	.24	+64	442	-	.28																
EB RT	—																						
WB LT	—																						
WB THRU	222	1600	.14*	+33	255		.16*																
WB RT	304	1500	.20	+48	352		.23																
CLEARANCE			.10*				.10*																
ICU			.60				.66																
LEVEL OF SERVICE			A				B																

*Any conflicting movement summed as part of the ICU.

†Per counts by

‡

(1) Count of 10/27/85 Expanded by 2.0

RIVERSIDE DR

ZOO DRIVE

01

WORKSHEET

VOLUME - CAPACITY ANALYSIS

Zoo DR @ NB I-5 off ramp & EB AT 134 on ramp

12:00 - 1:00 PM PEAK HOUR

LINSCOTT, LAW & GREENSPAN, INC., ENGINEERS

MOVEMENT	Existing 1985 (1)							With Project Design Yr																
	VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO
NB LT	124	1500	.08*					+12	136	1500	.09												
NB THRU	56	1600	.04							1600	.04												
NB RT	—																						
SB LT	—																						
SB THRU	170	1600	.11*					+16	186	1600	.12*												
SB RT	14	1500	—																				
EB LT	4	1500	.01								.01												
EB THRU	—																						
EB RT	376	1500	.25-.08=.17*					+57	433	1500	.29*												
WB LT	—																						
WB THRU	—																						
WB RT	—																						
CLEARANCE			.10*								.10*												
ICU			0.46								0.51												
LEVEL OF SERVICE			A								A												

I-5 NB off-ramp

Zoo DRIVE

* Key conflicting movement summed as part of the ICU.

(1) Count of 10/27/85 Expanded by 2.0

WORKSHEET

VOLUME-CAPACITY ANALYSIS

CRYSTAL SPRINGS DR. / CEDAR TREE DRIVE (1)

12:30 - 1:30 PM PEAK HOUR

LINSCOTT, LAW & GREENSPAN, INC., ENGINEERS

MOVEMENT	Existing 1985 (2)			With Project Design Day																			
	VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO	ADDED VOLUME	TOTAL VOLUME	CAPACITY	V/C RATIO
NB LT	430	1500	.29*	—	430		.29*																
NB THRU	506	1600	.32	+89	595		.37																
NB RT	—																						
SB LT	—																						
SB THRU	364	1600	.27*	+67	505		.32*																
SB RT	74*			—																			
EB LT	102	1500	.07*	—			.07*																
EB THRU	—																						
EB RT	428	1500	.29	—			.29																
WB LT																							
WB THRU																							
WB RT																							
CLEARANCE			.10*				.10*																
ICU			.70				.78																
LEVEL OF SERVICE			B				C																

*Key conflicting movement summed as part of the ICU.

*Per counts by

(1) First intersection on Crystal Springs Dr. south of Zoo Parking

(2) Count of 10/27/85 Expanded by 2

APPENDIX D

(COMMENTS & RESPONSES)

1. **COMMENT:** Does the museum project violate the Griffith Trust Deed?

   RESPONSE: No. The Pine Meadows area was not a part of the original 3,015 acres deeded to the City of Los Angeles by Colonel G. J. Griffith in 1898. Rather, it was part of a large land acquisition consummated in 1921.

2. **COMMENT:** What agency or organization will be responsible for operating and maintaining the Gene Autry Western Heritage Museum and surrounding grounds? Will it be operated for private interests?

   RESPONSE: The Gene Autry Western Heritage Foundation will bear this responsibility. The museum will be opened to the public and managed as a non-profit institution, meaning that all visitor fees will be used solely for the purpose of covering the day-to-day operation and maintenance expenses.

3. **COMMENT:** The proposed project is incompatible with the Griffith Park Master Plan.

   RESPONSE: The Master Plan is a comprehensive planning guide to the development and management of the diverse recreational resource capabilities of Griffith Park. It is viewed not as a static and inflexible planning document, but one that allows park planners sufficient latitude in the interpretation of its policy statements, goals and objectives so that they may properly respond to changes in environmental conditions and in the public's recreational values, perceptions and preferences.

   Pine Meadows [museum site] falls within the Zoo Gateway section of the Master Plan. It is designated as the site for a visitor information center, a golf/park maintenance yard, and as the new home of the Pettigrew Foundation Science Center. These facilities will impact the open space characteristics of Pine Meadows, although, individually, they are much smaller in scale than the proposed Gene Autry Western Heritage Museum. None of these facilities exist on the site at present because they've either been built elsewhere in the Park, as in the case of the visitor center, or are not planned to be implemented at all. Therefore, Pine Meadows is available for other park improvements or development proposals.

   Development of the Gene Autry Museum at Pine Meadows is compatible with the Master Plan in that it will:

   a) help transform the Zoo Gateway into "an expanded focus of visitor ativity"....."the event center of the Park";

   b) serve as an "unique visitor attraction" where the public can enjoy various cultural and educational activities and events;

   c) create a beneficial and complementary relationship with the Zoo;

d) accomplish landscape and Zoo parking improvements;

e) provide open space for picnicking, freeplay and other passive recrecational pursuits.

4. **COMMENT:** The museum project will eliminate valuable open space land and adversely impact the "urban wilderness" character of Griffith Park.

RESPONSE: Griffith Park is the most prominent and recreationally diverse municipal park within the City of Los Angeles. Of its vast 4,000 acres (both undeveloped and developed), eighty-five to ninety percent, if not more, qualifies as open space lands.

This valuable resource is very much a part of the total recreational experience people receive at Griffith Park. However, it is only a part of this experience and not the total sum. Besides aesthetics and open space, people come to Griffith Park to participate in cultural, educational and other leisure time activities, all of which compete for limited park space and resources. And, as often happens among competing park uses, conflicts develop.

Such a situation exists with the proposed Gene Autry Western Heritage Museum project, for its development directly conflicts with the preservation of open space values. Public policymakers and decisionmakers are often confronted with having to weigh various resource development and preservation issues in parks and other areas. They must, in the case of open space resources, make subjective value judgement as to how much needs to be preserved in order to maintain a meaningful level of urban aesthetics and environmental quality.

As it stands, development of the museum will not adversely affect the balance of open space resources within Griffith Park or lessen its attractiveness as "urban wilderness". Of the thirteen (13) acres at Pine Meadows proposed to be leased to the Gene Autry Western Heritage Foundation approximately seven (7) acres will be occupied by the museum building and surface parking facilities once the three (3) phases of the project are completed. This represents a loss of less than one-half of a percent of the total open space areas in Griffith Park - a minimal and insignificant environmental impact.

From an environmental perspective the Pine Meadows site has little ecological sensitivity and value. This assessment, however general it may seem, becomes clear when one considers past land uses that have occurred there. During the 1930's Pine Meadows and the surrounding area was the site of a local airport; from 1945 to the early 1950's it was used as a temporary housing area (Rodger Young Village) for WWII veterans; and subsequent to that a portion was acquired for the alignment of the Golden State Freeway (Inter-

state 5). The point being made is that Pine Meadows cannot be considered a natural area in light of its history of adverse land impacts and modifications.

All in all, if the museum is approved for development in Griffith Park, Pine Meadows is the best site for two (2) reasons. First, the site has relatively few environmental constraints. Second, it keeps the museum on the periphery of the Park where it won't adversely affect the more valued open space resources in the Park's natural areas. These open space resources offer greater scenic beauty and ecological diversity and provide more productive wildlife habitats.

5. COMMENT: Implementation of the museum project will create adverse traffic circulation and parking problems.

RESPONSE: The traffic engineering firm of Linscott, Law and Greenspan (LLG) completed a comprehensive traffic and parking study for the proposed museum project on January 7, 1986. This study is attached to the Mitigated Negative Declaration as Appendix B.

In their study, LLG, after using conservative visitor attendance projections, concluded that the project would not have a significant adverse impact on the intersections nearest the museum site. Moreover, the study indicated that no problems are expected in meeting visitor parking demands due to the availability of the Zoo parking facility to the west.

The City of Los Angeles Department of Transportation (LADOT) has reviewed and approved the study's traffic assessment methodologies, assumptions and findings.

6. COMMENT: The Mitigated Negative Declaration (MND) did not consider the cumulative impacts of the museum project in conjunction with other projects within Griffith Park - proposed or under construction.

RESPONSE: At the request of the Department of Recreation and Parks, Linscott, Law and Greenspan considered the cumulative traffic impacts of five related projects within Griffith Park (see Appendix C of the MND): Pecan Grove Picnic Area, Old Zoo Site Picnic Area, Crystal Springs Picnic Grounds Expansion, Magnet School Site, and The Los Angeles Equestrian Center, and found no reason to change the conclusions reached in their original traffic analysis.

7. **COMMENT:** Because the museum project will increase traffic circulation on Crystal Springs Drive and other roads, joggers, bicyclists and pedestrians will be exposed to greater safety hazards.

RESPONSE: According to the Griffith Park Rangers, motor vehicle accidents involving pedestrians and bicyclists are essentially nonexistant in that area of the Park where the museum is proposed to be located. The level of traffic increase associated with the project is not expected to significantly increase the incidence of such accidents.

GROUND LEASE BETWEEN

THE CITY OF LOS ANGELES AND

THE GENE AUTRY WESTERN HERITAGE MUSEUM

THIS GROUND LEASE is entered into this 23rd day of January, 1987, by and between the City of Los Angeles, (hereinafter referred to as "CITY") a municipal corporation, acting through its Board of Recreation and Park Commissioners, and the Gene Autry Western Heritage Museum, a non-profit charitable California corporation.

WITNESSED

WHEREAS, the CITY owns and controls certain park lands, known as Griffith Park; and

WHEREAS, said park lands are under the management and control of the Los Angeles City Board of Recreation and Park Commissioners, (hereinafter referred to as the "BOARD"; and

WHEREAS, the Gene Autry Western Heritage Museum (hereinafter referred to as the "MUSEUM"), is a non-profit

charitable corporation formed for the purpose of establishing, developing, operating, and improving the Gene Autry Western Heritage Museum; and

WHEREAS, MUSEUM's specific goals are to assemble a collection of artifacts and memorabilia covering the heritage of the American West for the education and enjoyment of the general public, and to promote the general knowledge and appreciation of western heritage through exhibitions, research, education, and preservation; and

WHEREAS, MUSEUM has acquired a collection of western heritage artifacts and memorabilia and has special abilities in the areas of presentation, fund raising, education, community support and operations; and

WHEREAS, the CITY and the MUSEUM desire to enter into a ground lease for the use of certain land in Griffith Park (as described in Exhibits A and B hereto), which lease shall set forth the duties, obligations, responsibilities, aims, and goals of the parties, for the specific purpose of providing a Western Heritage Museum for the citizens of Los Angeles and surrounding communities,

NOW, THEREFORE, in consideration of the premises, and the terms, convenants and conditions set forth herein, the parties covenant, agree and represent as follows:

I. TERM:

The term of the Agreement shall begin on 1/23 1986, and shall expire fifty (50) years thereafter, unless (i) extended by mutual agreement, or (ii) previously terminated in accordance with other provisions of this Agreement such as default. Reference to "termination of this Agreement" shall be deemed to refer to both the end of the Lease Term, as indicated by (i) and an (ii) event unless the context otherwise indicates.

II. RENT:

In consideration for the operation of the Western Heritage Museum as herein set forth at the Lease Premises within Griffith Park, and in consideration of the attendant benefits to the people of the City of Los Angeles, MUSEUM shall make rental payments to the CITY at the rate of one dollar ($1.00) per annum during the term of this Agreement.

III. PREMISES:

With the exception of the waste water treatment plant referenced in Article XIX of this Agreement, CITY hereby leases to MUSEUM the land described in Exhibits A and B attached hereto and incorporated herein by this reference (map and legal description of "Lease Premises" or "Premises"), that portion of Griffith Park generally located south and east of Zoo Drive, west of the Route 5 ("Golden State") Freeway, and north of the adjacent golf course. MUSEUM accepts the Lease Premises, including the bridle trail thereon, on an "as is" basis, with no obligation on the part of CITY to modify or alter the Lease Premises.

MUSEUM shall not interfere with the public's enjoyment and use of that portion of the Lease Premises surrounding the Western Heritage Museum for the park purposes for which it is intended. MUSEUM shall not erect any fence or barrier along the perimeter of the Lease Premises (except to the extent set forth in the approved plans) or use the premises for any purposes which are not connected with its operations and/or purpose. Except as otherwise provided in Article XVI and this Article III, MUSEUM shall not, without the written consent of CITY, rent, sell, lease, or offer any space for storing of any article or articles unrelated to the MUSEUM within or on the premises.

IV. MUSEUM FUNCTIONS AND OPERATION:

As partial consideration for the use of City-owned property at Griffith Park, the collections of the MUSEUM which are on exhibit on the Lease Premises shall be open to the general public at least five (5) days each week (excepting national holidays), for a minimum period of thirty-five (35) hours each week (or such lesser period as the General Manager shall approve), with the overall operation shedule to be developed by mutual agreement of the General Manager and MUSEUM. MUSEUM shall post its operating schedule in a conspicuous place near the entrance to the MUSEUM and shall adhere to the posted hours of operation. Any changes in said operating schedule shall be posted for a reasonable period in advance of the date on which such changes are to take effect. The MUSEUM shall operate the Western Heritage Museum, develop educational activities, docent tours, volunteer training, speakers bureau, seminars and workshops, special education programs, educational visual aids, library, outreach programs, additions to the MUSEUM displays, and similar programs and events for the benefit of the general public, all to the extent the MUSEUM's fund-raising and staff commitments shall allow.

V. INSURANCE:

A. Prior to the occupancy of the Lease Premises at Griffith Park, under the terms and conditions of this Agreement, the MUSEUM shall furnish the CITY with evidence of insurance from insurers acceptable to the CITY and in a form acceptable to the Los Angeles City Attorney (or of comparable self-insurance in a form acceptable to the Los Angeles City Attorney), for the following coverages and minimum limits of insurance which shall be maintained by MUSEUM at its sole cost and expense throughout the term of this lease:

1. MUSEUM shall obtain insurance coverage for Comprehensive General Liability with Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury coverages included and shall provide for total limits of not less than ONE MILLION DOLLARS ($1,000,000) Combined Single Limit. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Evidence of such coverage shall be on the CITY's Additional Insured endorsement form or on an endorsement to the policy (or self-insurance form) acceptable to the Los Angeles City Attorney and provide for the following:

a. Include the CITY, its officers, agents and employees as additional insureds with MUSEUM for the development and operation of the Western Heritage Museum at Griffith Park and all activities and insured risks related thereto.

b. That the insurance is primary and not contributing with any other insurance maintained by the City of Los Angeles.

c. That the policy include a Severability-of-Interest or Cross-Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability."

d. That the policy shall not be subject to cancellation, change in coverage, reduction in limits, or non-renewal of a continuous policy except after written notice to the Los Angeles City Attorney by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

B. Prior to the commencement of any construction or expansion of the Western Heritage Museum, or major internal or external improvements to the MUSEUM structure, MUSEUM shall, at its sole cost and expense, cause to be provided and kept in full force and effect "all risks" builder's risk insurance, including vandalism and malicious mischief, covering improvements in place, and all materials and equipment at the job site. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as hereinafter provided.

C. At all times during the Lease Term that the builder's risk insurance provided for above is not in full force and effect with respect to the improvements on the premises, MUSEUM shall, at its sole cost and expense, provide and keep in force insurance policies, protecting CITY and MUSEUM as their interests may appear, against loss or damage to the improvements on the premises, in an amount equal to not less than eighty percent (80%) of the full replacement value thereof providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). The full replacement value of the improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at

the time the policy or policies are obtained. MUSEUM further covenants and agrees, at its sole cost and expense, to provide and keep in full force and effect boiler and machinery insurance on all air conditioning equipment, boilers, and other pressure vessels and systems, whether fired or unfired, serving the improvements on the premises.

D. Proceeds from the insurance policies described in B above shall be the sole property of MUSEUM and shall be applied by MUSEUM first as provided in Article IX and remaining proceeds shall be used by MUSEUM in its sole discretion.

E. MUSEUM may obtain insurance covering its Western Heritage Collection in its sole discretion. CITY shall have no right to require such insurance nor shall CITY be deemed a beneficiary thereof. No claims will be made to CITY by MUSEUM for losses sustained by MUSEUM with respect to the Western Heritage Collection.

F. By executing this Agreement, MUSEUM hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for workers' compensation and em-

ployers' risk or to undertake self-insurance in accordance with the provisions of said code, and that it will comply with such provisions before commencing the performance of the work of this Agreement.

G. MUSEUM shall obtain Comprehensive Automobile Liability insurance covering the use of owned, non-owned, hired and leased vehicles for total limits actually arranged by MUSEUM, but not less than ONE MILLION DOLLARS ($1,000,000) Combined Single Limit per occurrence. Evidence of such coverage shall be provided in the same form as and contain the same provisions as the Comprehensive General Liability insurance. The Comprehensive Automobile Liability coverage may be included with the Comprehensive General Liability coverage.

H. BOARD reserves the right at any time during the term of this Agreement, applying generally accepted risk management principles, to change the amounts and types of insurance required hereunder by giving MUSEUM ninety (90) days' written notice.

VI. BONDS:

Prior to the initiation of construction for any phase of development, expansion, internal or external improvements, or any other work associated with the development

of the Western Heritage Museum, the MUSEUM shall file with the CITY a surety bond (or an approved substitute for such surety bond as allowed herein) satisfactory to the CITY in the amounts and for the purposes noted herein (the "Payment Security"). The Payment Security shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California or, if an approved substitute for such surety bond is used, such substitute shall be duly executed, valid and binding on the issuer or maker. The MUSEUM or the MUSEUM's contracted construction firm shall pay all Payment Security premiums, costs and incidentals.

If a surety bond is used, the bond shall be signed by both the MUSEUM or the MUSEUM's contracted construction firm and the Surety and the signature of the authorized agent of the Surety shall be notarized.

The MUSEUM shall provide sufficient Payment Security. The Payment Security shall be for not less than one hundred percent (100%) of the construction contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the construction firm on the work. Except for monthly reductions as hereinafter provided, the Payment Security shall be maintained in full force and effect until the work as shown on the approved plans is substantially

completed and accepted by MUSEUM and the BOARD, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The Payment Security shall be in one of the following forms, but not a combination thereof:

(a) A cash deposit made with the Treasurer of the City of Los Angeles.

(b) A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the CITY, which may be immediately cashed.

(c) A check drawn on and certified by any bank that is a member of the Los Angeles Clearing House Association, payable to CITY, which may be immediately cashed.

(d) United States Government negotiable securities (i.e., treasury bills, treasury notes, or treasury bonds) payable to bearer or endorsed to the order of CITY.

(e) A certificate of time deposit in a bank that is a member of the Los Angeles Clearing House Association, payable to the order of CITY, which may not be cashed until and unless necessary to satisfy claims for material and labor.

(f) A corporate surety bond of a surety company satisfactory to the CITY.

(g) A letter of credit from a financial institution acceptable to the CITY, which letter of credit shall be drawable by CITY to satisfy any clams for material and labor.

(h) A completion guaranty from the Autry Foundation or Gene Autry personally in form and substance, and backed by security, acceptable to CITY in its sole discretion.

The above instruments, other than the corporate surety bond and letter of credit must be accompanied by an agreement of deposit and indemnity, approved as to form and legality by the City Attorney, wherein MUSEUM unconditionally agrees that in the event of any failure to complete the improvements pursuant to the approved plans or to fully pay for material and labor, CITY shall have full power and authority

to use the deposit in whole or in part to pay CITY for any losses or damages. Every certificate of time deposit must be accompanied by express authority for the bank or other depository or the debtor to pay CITY the amount of the deposit which, when drawn, may then be deposited in the City Treasury in the manner governing deposit of cash in the City Treasury by the Charter of the City of Los Angeles. Every deposit of security shall be accompanied by authority to permit the registration of the security in the name of CITY or its nominee. All deposits of cash or checks shall be immediately deposited in the City Treasury.

The Board shall authorize and request the City Treasurer of the City of Los Angeles to receive any United States Government negotiable securities or certificate of time deposit together with the properly executed agreement of indemnity and deposit for safekeeping. A receipt shall be issued by the Treasurer to the Board and MUSEUM therefor. In the event said securities are to be converted to cash because of default, the Board may authorize and request the Treasurer to cash or sell said negotiable instruments or securities on its behalf.

United States Government negotiable securities shall during the period in which the Payment Security is to be in effect have a par value of $100,000.00 or more and a

market value of not less than $90,000.00. In the event the market value of said securities declines, MUSEUM shall, upon written demand of the GENERAL MANAGER, within ten days of the mailing by the Department of such demand, pledge and furnish such additional United States Government negotiable securities with appropriate agreement of indemnity and deposit approved as to form and legality by the City Attorney, as may be necessary to maintain the specified par and market value of securities on deposit. If such additional securities are not received by the Department within ten days after the mailing of written notice as stated above, all default provisions may be exercised at the discretion of the CITY.

In the event of maturity of the securities prior to the end of the period in which the Payment Security is to be in effect, the GENERAL MANAGER shall authorize and request the Treasurer to redeem the securities. The CITY shall then use the proceeds of the redeemed securities to purchase a sufficient amount of United States Government negotiable securities to be at least equal as to both par and market values as specified herein and place them with Treasurer on receipt. If the redemption proceeds are not sufficient, MUSEUM shall deposit cash with the Treasurer in an amount sufficient to make up the difference within ten days of mailing of notice of deficiency.

Should any Payment Security become insufficient, the MUSEUM or the MUSEUM's contracted construction firm shall make such Payment Security sufficient within ten (10) days after receiving notice from the CITY. Should any surety at any time be unsatisfactory to the CITY, notice will be given the MUSEUM to that effect. Changes in the work, or extensions of time, made pursuant to the construction contract, shall in no way release the MUSEUM or the MUSEUM's contracted construction firm from their obligations. Notice of such changes or extensions shall be waived by any Surety.

Upon notice to the Board as hereinafter provided, the Payment Security may be reduced monthly as Progress Payments are made to the Contractor under that certain Management Contract between MUSEUM and Kiewit Construction Company dated September 26, 1985. Upon the making of a Progress Payment for which MUSEUM requests a reduction in the Payment Security, MUSEUM shall submit to the Board appropriate evidence of such Progress Payment along with the Contractor's request for payment and the architect-engineer's approval thereof. The Board shall then, within thirty days of receipt of such notice and satisfactory evidence supporting same, cause or allow the Payment Security to be reduced by an amount equal to ninety percent (90%) of such Progress Payment

It is further agreed that the Payment Security shall be subject to approval by the City Attorney and shall guarantee compliance with all applicable provisions of Sections 62.105 through 62.118 of the Municipal Code of the City of Los Angeles.

VII. HOLD HARMLESS:

During the term of this Agreement MUSEUM agrees to indemnify and hold the CITY, its officers, agents and employees harmless from and against any and all loss, liability, claim or damage, including damage to MUSEUM's property, that may arise out of or result from the activities or negligent acts or omissions of MUSEUM, its officers, agents and employees or the use of the Lease Premises at Griffith Park for the development and operation of the Western Heritage Museum or related activities. MUSEUM shall, at its own cost, expense and risk, pay all legal costs and reasonable attorney fees connected with defending any and all legal proceedings that may be brought against CITY, its officers, agents and employees, on any liability, claim or demand and satisfy any and all settlements and judgments that may be made by or rendered against any of them arising from activities or negligent acts

or omissions of MUSEUM, its officers, agents and employees or from the use of CITY property; provided that CITY shall notify MUSEUM of any such liability, claims, or demands and provide MUSEUM the opportunity to participate in any litigation and/or settlements.

VIII. POSSESSORY INTEREST TAX:

No interest in real property is hereby conveyed; however, by the execution of this Agreement and accepting the benefits thereof, a property interest known as "possessory interest" may be created and such property interest will be subject to property taxation. MUSEUM, as the party to whom the possessory interest is vested, shall be responsible for the payment of all property taxes levied upon such interest.

IX. IMPROVEMENTS, MAINTENANCE AND REPAIR:

A. All improvements constructed on the premises by MUSEUM at any time and from time to time during the Lease Term shall be owned by MUSEUM during the Lease Term (including any extension thereof). Except as hereinafter provided, all improvements on the premises at the end of the Lease Term shall, without any obligation on the part of CITY to compensate MUSEUM therefor, become and remain CITY's property free and clear of all claims to or against such improvements by

Property Taxation

MUSEUM or any third party. MUSEUM shall take reasonable steps to remove all such claims of third parties existing at that time. Notwithstanding the foregoing, all bronze and other decorative metal, stain glass windows, historic buildings and similar items or structures which MUSEUM deems to be part of its collection shall be removable at the end of the Lease Term, whether or not such items are improvements or fixtures.

B. MUSEUM shall keep the Lease Premises clean and sanitary at all times. No refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain thereon, and MUSEUM shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Lease Premises. MUSEUM shall provide for the collection and removal of all garbage and/or refuse from the Lease Premises as often as is necessary and in no case less than twice weekly. MUSEUM shall furnish all equipment and materials therefor, including trash receptacles of a size, type and number approved by CITY for use by the public. Such approval shall not be unreasonably withheld. MUSEUM shall provide an enclosed area concealing trash storage from public view.

C. MUSEUM shall correct all safety deficiencies and violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the Lease Premises. In the event of injury to a patron or customer, MUSEUM shall use its best efforts to provide prompt and qualified medical attention to the injured person. As soon as possible thereafter, MUSEUM shall submit to CITY a City Form General No. 87 ("Non-Employee Accident or Illness Report").

D. CITY shall maintain and repair sewage lines and storm drainage lines (if any) within the boundaries of the Lease Premises. In no other event shall CITY be required or obligated to perform any maintenance or to make any repairs, changes, alterations, additions, improvements or replacements of any nature whatsoever, on the Lease Premises or the improvements thereon, or any part thereof, at any time during the Lease Term. Nothing contained herein shall be construed as requiring CITY to make any repairs or to do any maintenance necessitated by reason of the negligence of MUSEUM or anyone claiming under MUSEUM, or by reason of the failure of MUSEUM to observe or perform any conditions, covenants or agreements contained in this Agreement, or by reason of any damage to or destruction of other property caused by any improvements, alterations or additions made by MUSEUM or anyone claiming through MUSEUM.

E. Except as otherwise provided in this Article IX, if the improvements located on the premises are damaged and such damage was caused by fire or other peril covered by MUSEUM's insurance, MUSEUM agrees to repair such damage to the extent set forth hereafter, and this Agreement shall continue in full force and effect. If (i) such improvements are damaged as the result of any cause other than perils covered by MUSEUM's insurance, or (ii) during the last twenty (20) years of the term of this Agreement such improvements are damaged as the result of fire or other perils covered by MUSEUM's insurance, and the cost to repair such damages (as determined by MUSEUM in good faith) shall exceed thirty-five percent (35%) of the full replacement cost of the improvements, or (iii) during the last ten (10) years of the term of this Agreement such improvements are damaged as a result of fire or other peril covered by MUSEUM's insurance, and the cost to repair such damage (as determined by MUSEUM in good faith) shall exceed fifteen percent (15%) of the full replacement cost of the improvements, then MUSEUM may, at MUSEUM's option, either (A) repair such damage as soon as reasonably practicable at MUSEUM's sole cost and expense, in which event this Agreement shall continue in full force and effect, or (B) give written notice to the CITY within ninety (90) days after the date of occurrence of such damage of MUSEUM's intention to cancel and terminate this Agreement as of the date of the occurrence of such damage. Upon such

termination, MUSEUM shall complete demolition of the damaged Western Heritage Museum at MUSEUM's sole cost and expense and shall transfer any proceeds received from MUSEUM's insurance that are attributable to damage to the real property underlying the premises, if any, to CITY.

F. Notwithstanding anything to the contrary contained in this Article IX, if the improvements located on the Lease Premises are damaged during the last ten (10) years of the term of this Agreement and if such damage would not otherwise entitle MUSEUM to cancel and terminate this Agreement, MUSEUM may, at MUSEUM's option elect not to restore and repair the improvements, provided that this Agreement shall otherwise continue in full force and effect.

G. If this Agreement is not terminated pursuant to any of the provisions of this Article IX, MUSEUM shall, as soon as reasonably practicable and to the extent of available insurance proceeds, restore and repair the improvements to the same condition, to the extent possible, they were in immediately prior to the occurrence of the damage; provided, however, that this provision shall not be construed to limit MUSEUM's rights to elect instead to rebuild or restore the improvements on the premises.

X. MUSEUM USE:

A. The Lease Premises shall be used solely for the purpose of a Western Heritage Museum and operations and functions related to or incidental to such a museum, including offices and storage. Any concession operations, including the sale of food and/or beverages, gifts, materials and supplies, shall be subject to prior approval by the General Manager of the Department of Recreation and Parks ("General Manager") which shall not be unreasonably withheld or delayed.

B. The dispensing of beer, wine or other intoxicating liquors shall not be permitted, except by prior written approval of the General Manager.

C. No commercial advertising signs of any kind or type may be displayed at the Lease Premises without the prior written approval of the General Manager. Said approval shall not be unreasonably withheld or delayed.

D. All rates for services and merchandise charged by MUSEUM shall be uniform at all times and subject to approval of the General Manager. The standard used to approve (or disapprove) prices shall be the prevailing market price for comparable merchandise or types of service in similar

operations. At the beginning of each calendar year during the term of this Agreement MUSEUM shall submit to General Manager a list of all proposed fees and charges. MUSEUM will be notified in writing within thirty (30) days of General Manager's approval (or disapproval) of any or all of the proposed fees and charges. In the event of disapproval of any such fees or charges, General Manager shall specify the reasons therefor. CITY through the General Manager reserves the right to disapprove proposed fees and charges when it appears that proposed fees and charges are above the prevailing unsubsidized market rates for comparable services and/or merchandise in similar operations.

E. All admission fees charged by MUSEUM shall be subject to approval of the General Manager. The standard used to approve (or disapprove) admission fees shall be comparable unsubsidized museums and similar unsubsidized institutions (e.g. zoos) in the United States. At the beginning of each calendar year during the term of this Agreement MUSEUM shall submit to General Manager a list of all proposed admission fees. MUSEUM will be notified in writing within thirty (30) days of General Manager's approval (or disapproval) of any or all of the proposed admission

fees. In the event of disapproval of any such admission fees, General Manager shall specify the reasons therefore, along with the level of admissions fees which would be approved. CITY through the General Manager reserves the right to disapprove proposed admission fees when it appears that proposed admission fees are above the prevailing standard set forth above.

XI. COMPLIANCE WITH ALL LAWS AND REGULATION:

A. Federal, State and Local Laws. MUSEUM agrees that in achieving its goals as set forth in this Agreement, it will comply with all applicable laws, ordinances, rules and regulations set forth by CITY, the County of Los Angeles, the State of California and the Federal Government. MUSEUM shall also adhere to all rules and regulations heretofore adopted or that may hereafter be adopted by the Los Angeles City Board of Recreation and Park Commissioners.

B. City and the General Manager, their authorized representatives, agents and employees shall have the right to enter upon the Lease Premises at any and all reasonable times subject to reasonable prior notice (except in the case of

emergency) within operating hours for the purposes of inspection and observation of the MUSEUM's operations. Said inspections may be made by persons identified to MUSEUM as CITY employees or by independent contractors engaged by CITY.

C. MUSEUM shall be required to obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits,business licenses, health permits, etc.

D. During the term of this Agreement MUSEUM agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age or physical handicap. MUSEUM shall take affirmative action to insure that applicants for employment are treated during the term of this Agreement without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code Sections 10.8 et seq.

XII. UTILITIES:

MUSEUM shall pay all charges associated with the installation of electricity, natural gas, water and telephone services, as well as all periodic fees for said services.

CITY shall grant such utility easements and connections as may be necessary to provide any utility service, provided that the granting of said easements and connections shall be at no cost to the CITY.

XIII. PARKING:

CITY shall make available to MUSEUM and its visitors, guests, agents and employees the non-exclusive use of the parking lot described in Exhibit B hereto. Such lot shall be kept open for general Western Heritage Museum parking from 5:00 a.m. to 10:30 p.m. daily in accordance with Section 63.44 B.14 of the Los Angeles Municipal Code. CITY may extend the closing hour for Griffith Park and the herein described parking lot to 11:30 p.m. for special events conducted by MUSEUM at the Western Heritage Museum. No charge shall be made to MUSEUM, its guests, visitors, agents and employees for parking in the lot at any time.

XIV. DEFAULT AND CANCELLATION:

A. In the event MUSEUM materially breaches or defaults in the performance of any of the terms or conditions of this Agreement; or fails to conform to applicable laws, rules or regulations; or any of the directions or instructions that may be properly made by CITY; or becomes unable

through corporate or personal incapacity to fulfill its obligations under this Agreement; CITY shall have the following options without any further notice to or authorization from MUSEUM, and CITY's choice of any option shall in no way waive its rights to select any other option at any time:

1. CITY may give MUSEUM written notice of such default. If MUSEUM does not cure said default within thirty (30) days after notice (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, CITY may terminate this Agreement and MUSEUM shall vacate the premises and remove its collection, and/or

2. CITY may recover at law any and all claims which may be due CITY, and/or

3. CITY may perform such work as it deems necessary to cure said default and charge MUSEUM for the full cost of labor and materials expended, plus thirty percent (30%) of said cost for administrative overhead. The General Manager may exercise this option immediately in the event of a default involving sanitary or safety considerations. The General Manager may exercise this option with ten (10) days after giving MUSEUM written notice of a default involving premises maintenance.

The conduct of CITY or the acceptance of all or part of a rental payment by CITY for any period after a default shall not be deemed a waiver of any of these options, nor a waiver of the default of the same or any other term, covenant or condition. Any waiver by CITY of a default on the part of MUSEUM shall not be construed as, or constitute, a waiver of any subsequent default of the same or any other term, covenant or condition.

B. In the event CITY defaults in the performance of any of the terms or conditions of this Agreement, and if a written notice of such default is issued to CITY by MUSEUM by registered mail, and if CITY does not cure said default within thirty (30) days of receipt of said notice, the MUSEUM may immediately terminate this Agreement and/or recover at law any and all claims which may be due and obtain specific performance or any other remedy available in equity. However, if MUSEUM fails to notify CITY of its default within sixty (60) days after learning of its occurrence, MUSEUM shall have automatically waived any and all rights occurring hereunder with respect to such default.

XV. SURRENDER OF PREMISES

Upon termination of this Agreement, MUSEUM shall quit and surrender possession of the Lease Premises to the CITY in good and usable condition, subject to normal wear and tear. Except as provided in Article IX.A, any improvements which have been constructed or erected on the Lease Premises shall, upon termination of this Agreement, become the property of the CITY. The MUSEUM's western heritage collections, all personal property and fixtures related thereto, and all property described in Article IX. A shall remain the property of MUSEUM or its assigns and may be removed by the MUSEUM from the Lease Premises upon termination of this Agreement.

XVI. ASSIGNMENT AND SUBLETTING:

MUSEUM shall not under-let or sub-let the Lease Premises or any part thereof or allow the same to be used or occupied by any other person, group or organization for any other use than the herein specified, nor assign this Agreement, nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the written consent of BOARD, which consent shall not be unreasonably withheld or delayed for a sublease involving a use consistent with the terms of this Lease. In addition, the General Manager, or the BOARD may give consent for subleases of not

more than five days in duration involving uses of portions of the Lease Premises consistent with the terms of this Lease. Neither this Agreement nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings.

MUSEUM shall not rent, sell, lease or offer any space for storing any article or articles unrelated to MUSEUM within or on the Lease Premises, without the prior written consent of the General Manager.

XVII. BUSINESS RECORDS:

MUSEUM shall be required to maintain a method of accounting of all the receipts and disbursements in connection with MUSEUM which shall correctly and accurately reflect the gross receipts and disbursements received or made by MUSEUM from the operation of said concession. The method of accounting, including bank accounts, established for the subject concession shall be separate from the accounting systems used for any other business operated by MUSEUM or for recording MUSEUM's personal financial affairs. Such method shall include the keeping of the following documents:

A. Regular books of accounting such as general ledgers.

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

C. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

D. Cash register tapes shall be retained so that day to day sales can be identified.

E. Any other accounting records that CITY, in its sole discretion, deems necessary for proper accounting.

MUSEUM shall obtain and install a point of sale accounting procedure such as ticket dispensing machines or cash registers acceptable to the General Manager and MUSEUM, through which MUSEUM shall record all gross sales. Such machine(s) shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. MUSEUM shall not purchase or install the machines before obtaining the General e

Manager's written approval of the specific equipment to be purchased, such approval not to be unreasonably withheld or delayed. All such equipment shall have a counter which is visible to the public.

All documents, books and accounting records shall be open for inspection and reinspection with reasonable prior notice during regular operating hours during the term of this Agreement and for a reasonable period, not to exceed one year, thereafter. In addition, CITY may from time to time conduct an audit or reaudit of the books and business conducted by MUSEUM and observe the operation of business so that accuracy of the above records can be confirmed.

MUSEUM shall submit annually an audit report, prepared in a form and by a company approved by the General Manager, which approval shall not be unreasonably withheld or delayed, within one hundred twenty (120) days of the close of MUSEUM's fiscal year during the term of this Agreement. MUSEUM shall pay the cost of the audit. MUSEUM shall also submit to the General Manager copies of MUSEUM's federal and state income tax returns within fifteen days after the date on which such returns must be filed along with any amendments or supplemental filings related thereto.

XVIII. EARLY TERMINATION:

In the event that at any time after the first twenty-five (25) years of the Lease Term, MUSEUM is no longer able to carry out the purposes of this Agreement as set forth hereinabove because of (i) corporate incapacity, (ii) lack of funds, or (iii) changed conditions in general, then MUSEUM shall have the right to terminate this Agreement upon one year's prior written notice to CITY. In the event of the early termination of this Agreement, the provisions of Article XV of this Agreement shall pertain.

XIX. SEWAGE AND DRAINAGE LINE RELOCATION:

A. Both parties hereto acknowledge that the Los Angeles Zoo Waste Water Treatment Plan is located adjacent to the Lease Premises. This facility shall be operated and maintained at the sole cost and expense of the CITY. Additionally, the CITY Plans the construction of a new waste water treatment plant at a site immediately south of the existing plant. MUSEUM shall, at its sole cost and expense, relocate existing underground pool drain and storm drain

lines leading to the site of the existing waste water treatment plant in such a manner that (i) the lines are no longer under the proposed site of the Western Heritage Museum, and (ii) the lines may be directly intercepted and connected to the proposed new waste water treatment plant.

B. The relocation of underground lines referenced in Article XIX.A., above, shall at the sole cost and expense of MUSEUM include the restoration of any landscaping and ground in compliance with approved landscaping plans.

C. MUSEUM shall, at its sole cost and expense, provide any and all above-ground and underground utility lines, and related improvements, required for the successful operation of the Western Heritage Museum.

D. In the event that sewer and/or drainage lines are replaced, repaired or relocated as an element of a CITY project not related to the Western Heritage Museum, CITY agrees to restore, at its sole expense, any landscaping and ground conditions to the state existing prior to such activity.

XX. CONSTRUCTION OF MUSEUM:

A. CITY and MUSEUM agree.that the Western Heritage Museum shall be constructed in conformance with plans prepared by MUSEUM and approved by the BOARD. Such approval by the BOARD shall not be unreasonably withheld. Subject to all applicable laws, rules and regulations, MUSEUM shall be entitled to grade and contour the premises, to excavate and to take all other actions on the premises that may be necessary or desirable in order to construct the Western heritage museum and any subsequent improvements or additions thereto.

B. Following the original construction of the Western Heritage Museum, (i) any expansion or major permanent external modification to the existing museum structure with an estimated cost of five thousand dollars ($5,000.00) or more shall require the prior written consent of the BOARD and (ii) any expansion or major permanent internal modification to the existing museum structure with an estimated cost of Twenty-Five thousand dollars ($25,000.00) or more shall require the prior written consent of the BOARD. Said consents shall not be unreasonably withheld or delayed.

C. The BOARD's approval of plans for the Western Heritage Museum shall include the approval of plans for landscaping and other outdoor improvements related to the MUSEUM.

D. MUSEUM shall submit to BOARD reproduceable as built drawings of all improvements constructed on the Lease Premises with the sole exception of the security system.

E. Nothing contained herein shall be construed or deemed to create any obligation or liability, including without limitation liability as a guarantor or surety, on the part of CITY with respect to the Western Heritage Museum or any other improvements constructed from time to time on the premises, or any plans or specifications, construction contracts, financing or other matter, instrument or document of any nature whatsoever relating to such improvements. CITY is not and shall at no time be liable to any creditor of MUSEUM or any other persons occupying any part of the Lease Premises or the improvements thereon as a sublessee, licensee or otherwise or to any claimant against the estate or property of MUSEUM or such other occupants for any of their debts, losses, contracts or other obligations. The relationship between CITY and MUSEUM is solely that of ground lessor and ground lessee and is not and shall not be deemed a partnership or joint venture.

F. The Western Heritage Museum and any building, structure or other improvements in addition to the first phase of the Museum may be constructed or maintained by MUSEUM on the Lease Premises so long as said structure is substantially in conformity with plans approved by CITY.

G. MUSEUM, with the approval of the General Manager may relocate the sculpture (in the form of a fallen tree) currently located on the Lease Premises to another location on the Lease Premises or, with the Gemeral Manager's consent, to another location.

H. The Lease Premises is known as the "Pine Meadows" portion of Griffith Park and includes a number of specimen pine trees. Any trees located on the specific site of the Western Heritage Museum, or museum-related facilities, shall be relocated to or replaced at alternative sites with the Lease Premises at the sole cost and expense of MUSEUM.

XXI. SPECIAL EVENTS:

MUSEUM may conduct certain special events at the reasonable discretion and with the prior written approval of the General Manager, and in compliance with all department policies and procedures heretofore and hereafter adopted by the BOARD. MUSEUM shall provide for and assume all costs and

expenses for additional personnel and/or facilities that the General Manager deems necessary to accommodate said special event.

XXI. MISCELLANEOUS PROVISIONS:

A. Waiver by either CITY or MUSEUM of any breach by the other of any covenant, condition or obligation herein contained or failure by either CITY or MUSEUM to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the failure of any such covenant, condition or obligation or of any subsequent breach of any such covenant, condition or obligation nor bar any right or remedy of CITY or MUSEUM in respect of any such subsequent breach.

B. MUSEUM agrees on the last day of the Lease Term or on the earlier termination of this Agreement, to surrender the premises, including all then existing improvements other than the items identified in Article IXA hereof which are to be removed. No act or thing done by CITY during the Lease Term shall be deemed an acceptance of a surrender of the premises, and no agreement to accept such surrender shall be valid unless in writing and signed by CITY.

If MUSEUM fails to surrender the premises, together with the improvements thereon, upon the termination of this Agreement, MUSEUM agrees to indemnify and hold harmless CITY from and against any loss or liability, including costs and reasonable attorney's fees, resulting from such failure to surrender, including, but not limited to, any claims made by any succeeding tenant based on or resulting from such failure to surrender. Nothing herein contained shall be construed as a consent to any occupancy or possession of any portion of the premises and the improvements thereon by MUSEUM beyond the expiration of the Lease Term or the earlier termination of this Agreement.

C. Wherever in this Agreement it shall be required or permitted that notice, request, consent or demand be given or served by either party to this Agreement to or on the other, such notice, request, consent or demand shall be given or served and shall not be deemed to have been duly given or served upon the party to whom directed unless in writing and delivered personally or forwarded by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to CITY:

Board of Recreation and
Park Commissioners
Room 1330, City Hall East
200 North Main Street
Los Angeles, California 90012

If to General Manager:

General Manager
Department of Recreation
and Parks
Room ___, City Hall East
200 North Main Street
Los Angeles, California 90012

If to MUSEUM:

Executive Director
Gene Autry Western
Heritage Museum
5858 Sunset Boulevard
P. O. Box 710
Los Angeles, California 90078

Either party may change its address for notice by written notice given to the other in the manner hereinabove provided. Any such notice, request, consent or demand shall be deemed to have been duly given or served on the date personally delivered or shown on the return receipt or other evidence of delivery.

D. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it

is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of California.

E. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

F. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

G. This Agreement contains all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representatons of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties.

H. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

I. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

J. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and the neuter and feminine includes the masculine and the neuter, and each includes corporations, partnerships or other legal entities when the context so requires.

K. No amendment, modification, supplement or mutual termination of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by CITY and MUSEUM.

L. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services (excepting only the obligation to pay rent due hereunder), or to discharge any lien against the premises, or to perform and

comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce. or exercise any of its right under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions, governmental restrictions, acts of God or other similar causes beyond the reasonable control of the nonperforming party; provided, however, that notwithstanding any of the provisions of the foregoing, the nonperforming party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinabove specified.

M. In the event that MUSEUM is not then in default hereunder, commencing two years prior to the scheduled expiration of the Term of this Lease, CITY agrees to consider re-leasing to MUSEUM the Lease Premises upon terms and conditions mutually acceptable to CITY and MUSEUM. The foregoing agreement, however, shall not be construed so as to obligate CITY to enter into any agreement not permitted by law or to impose any obligations on the Lease Premises or either party,

if such obligations would violate the Rule against Perpetuities, Sections 715-719 of the Civil Code, the City Charter, or any other applicable state or municipal statute, ordinance or regulation (as they may be revised from time to time).

CITY OF LOS ANGELES, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By _____
President

By _____
Secretary

GENE AUTRY WESTERN HERITAGE MUSEUM

By _____
President

By _____
Secretary

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By: _____

Date: 11-17-00

EXHIBIT A

Legal Description

EXHIBIT A

Legal Description

The following legal description is subject to verification by CITY based on an accurate survey or other reliable information.

That portion of the Rancho Los Feliz as finally confirmed to Dona Maria Ygnacia Verdugo in the City of Los Angeles, County of Los Angeles and State of California shown on the map recorded in Book 1 Pages 16 -164 patents in the office of the County Recorder said County described as follows:

Beginning at the most southerly corner of Parcel 1A as described in the Judgement and final order of condemnation in Case No. 856206 in Superior Court of the State of California in and for the County of Los Angeles, the certified copy thereof having been recorded on November 9, 1965 instrument number 4300 in Book 3110 Page 614 or O.R. of said County; thence along the westerly line of said Parcel 1A, as follows:

N18° 27' 55"W 515.96 ft., N34° 54' 33"W 128.19 ft., N45° 53' 0.1" W 298.87 ft., N66° 12' 31"W 68.26 ft., N21° 29' 39"W 20 ft. to the beginning of a non-tangent curve concave northwesterly and having a radius of 280.50 ft., a radial line of said curve to said point bears S21° 29' 39"E; thence southwesterly along said curve, through a central angle of 21° 29' 39", an arc distance of 105.23 ft., thence tangent to said curve west 15.00 ft. to the beginning of a tangent curve concave to the southeast and having a radius 74.00 ft.; thence southwesterly along said curve through a central angle of 82° 33' 05" an arc distance of 106.62 ft.; thence tangent to said curve S07°26' 55"W 134.80 ft.; thence S0° 28' 29"E 173.50 ft.; thence S0° 00' 01"W 110.22 ft.; thence S0° 08'32"E 124.42 ft.; thence S0° 13' 03"E 492.86 ft.; thence 20° 52' 52"E 32.32 ft. to the beginning of a tangent curve concave westerly and having a radius of 30.93 ft.; thence southerly along said curve through a central angle 20° 07' 05", an arc distance of 10.86 ft.; thence tangent to said curve S 0° 45' 47" E 15.36 ft.; thence N89° 55' 28"E 75.08 ft.; thence S 0° 02' 28" W 28.24 ft.; thence N70° 04' 23" E 709.42 ft. to the westerly line of Parcel 1, as described in said Judgement and final order of condemnation entered in Case No. 856206 of Superior Court; thence along said westerly line of Parcel 1, N14° 45' 41"W 116.21 ft. to the point of beginning.

And excluding therefrom the waste disposal plant area utilized by the Los Angeles Zoo (legal description to be provided when available)

THIS LEGAL DESCRIPTION IS INTENDED TO COVER THE AREA BOUNDED BY ZOO DRIVE ON THE NORTH AND WEST, ROUTE 5 ON THE EAST, AND THE GOLF COURSE ON THE SOUTH AND MAY BE CORRECTED AS NECESSARY TO ACCURATELY REFLECT THE INTENDED BOUNDARIES

037145-069/DWC/GROUND/LEASE/1
02/19/86

EXHIBIT B

Parking Lot Description

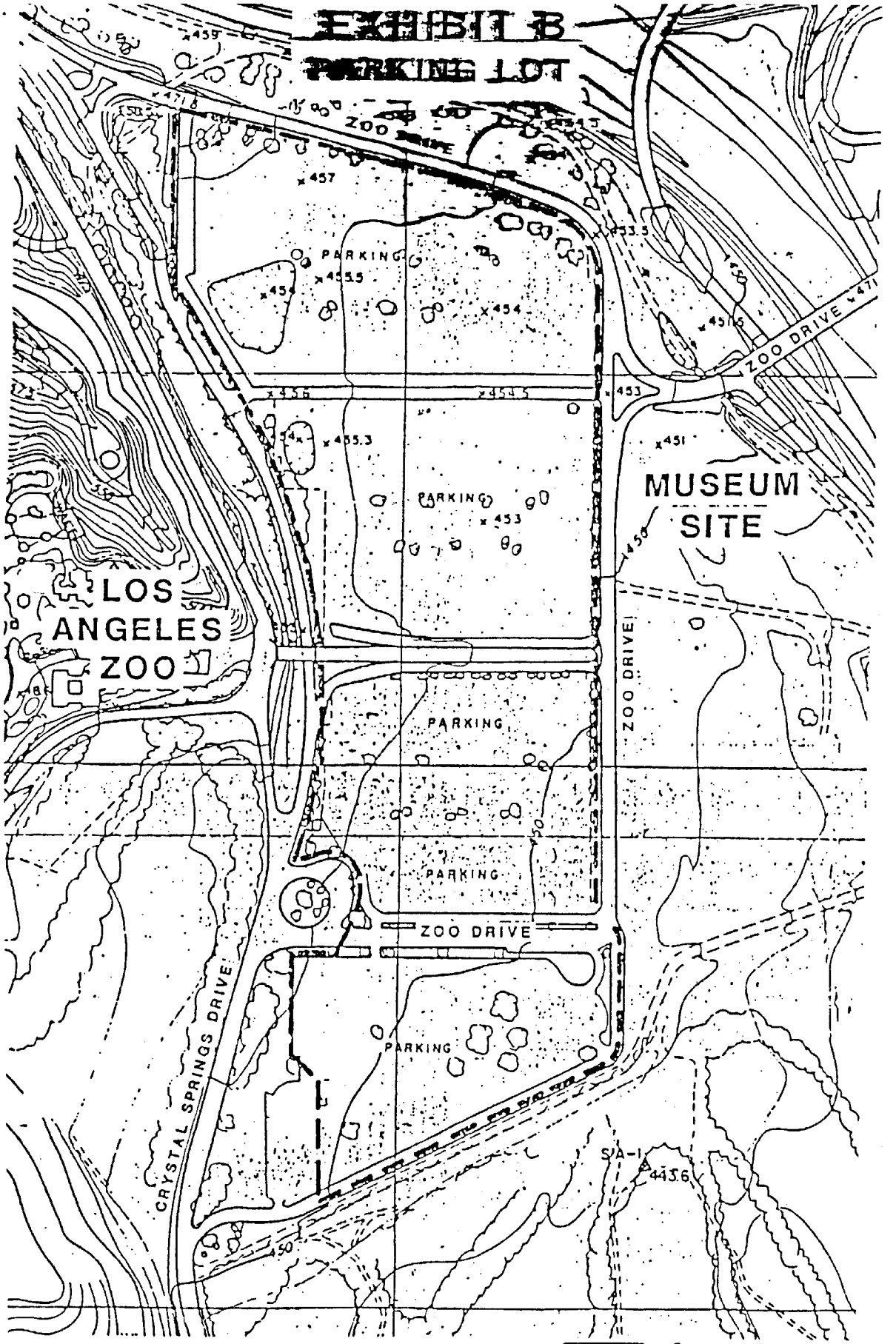


EXHIBIT B
PARKING LOT
ZOO DRIVE
PARKING
MUSEUM SITE
LOS ANGELES ZOO
ZOO DRIVE
PARKING
PARKING
ZOO DRIVE
PARKING
CRYSTAL SPRINGS DRIVE
SVA-1
443.6
LEGEND
N
BOUNDARY OF EXISTING PARKING

SCHEDULE "C" (continued)

MINORITY/WOMEN BUSINESS ENTERPRISE QUESTIONNAIRE

		Name	Title	Minority	Women
4.	Hire/Fire Management	same as #1			
5.	Purchasing of Major Equipment/ Supplies	same as #1			
6.	Supervision of Field Operations	same as #1			

10. For each person listed in Question 9, attach a brief summary of the person's experience, number of years with the firm and qualifications.

11. Identify any owner (Question 8) or management official (Question 9) who is or has been, within the last two years, an employee of another firm that has an ownership interest or a present business relationship with this firm. Present business relationships include shared space, equipment, financing, or employees as well as joint ownership.

none

12. Type of Firm: (check as applicable)
n/a a public benefit corporation has no shareholders or members

☐ Private firm at least 50% owned and controlled by Minorities and/or Women.

☐ Public firm at least 51% owned and controlled by Minorities and/or Women.

13. Indicate if this firm or other firms with any of the same officers have previously received or been denied participation as a MBE/WBE and describe the circumstances. Indicate the name of the denying authority and the date of such denial.

n/a

DEPARTMENT OF RECREATION AND PARKS

CITY OF LOS ANGELES

SCHEDULE "C"

MINORITY/WOMEN BUSINESS ENTERPRISE QUESTIONNAIRE

1. Name of Firm	2. Telephone No.
GENE AUTRY WESTERN HERITAGE MUSEUM	(213) 460-5635

3. Business Address	City	State	Zip
5858 Sunset Blvd.	Los Angeles,	CA	90028

4. Name of Person to Contact	Title
Joanne Hale	Vice President & Executive Direc

5. Type of Ownership:

☐ Sole Ownership ☐ Partnership ☐ Corporation

☐ Joint Venture ☒ Specify Other

6. Contractor's License No. (include category)	Expiration Date
n/a	n/a

7. Nature of Firm's Business	Years in Business
operating museum	2

8. Identify all individuals who own 5% or more of this firm:

Name	Minority (Ethnicity)	Women	Years of Ownership	Ownership Percentage	Voting Percentage
n/a	A public benefit corporation has no shareholders or members				

With firms less than 100% Minority/Women-owned, list the contributions of money, equipment, real estate or expertise of each of the owners on a separate sheet.

9. Control of Firm - Indicate Control of Firm in the following areas:

	Name	Title	Minority	Women
1. Financial Decisions	Joanne Hale Jacqueline Autry	V.P. & Treasurer V.P. & secretary	yes	
2. Estimating	Same as #1			
3. Marketing/ Sales	Same as #1			

DEPARTMENT OF RECREATION AND PARKS
CITY OF LOS ANGELES

SCHEDULE "D"

MBE/WBE AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of (name of firm) Gene Autry Western Heritage Museum as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor, directly to the General Manager of the Department of Recreation and Parks, complete and accurate information regarding actual work performed on the project, the payment thereof and any proposed changes of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm."

Signature Jacqueline Autry Title Vice Pres + Sec.

Printed Name Jacqueline Autry Date Signed 1/13/87

NOTARY

CAT. NO. NN00737
TO 21945 CA (1–83)

TICOR TITLE INSURANCE

(Corporation)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On January 13, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline Autry personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and Secretary who is personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President & Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Linda J. Singer

OFFICIAL SEAL
LINDA J. SINGER
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 27, 1990

(This area for official notarial seal)

STAPLE HERE

CITY OF LOS ANGELES

STATEMENT REGARDING SOUTH AFRICA BUSINESS CONNECTIONS

DATE: 1/13/87

BID NO.: NA

GENE AUTRY WESTERN HERITAGE MUSEUM
Company Name

5858 SUNSET BLVD.
Company Address

LOS ANGELES CA. 9002

213-460-5676
Company Phone Number

By law, unless specific exemptions apply, the City of Los Angeles may not:

(1) purchase goods or services from South Africa; or

(2) purchase goods or services from companies and individuals that do business in or with South Africa.

Your answers to the following series of questions will enable the City to determine your business relationships, if any, with South Africa. When completing this statement, please keep in mind:

-----The City is prohibited by law from reviewing your bid without this statement. Failure to complete this statement accurately means that your bid will be considered non-responsive.

-----The information provided on this statement is being submitted by you under oath.

-----This statement must be completed by an authorized officer or authorized representative of your company.

-----Should you eventually enter into a contract with the City, the City will regard your provision of incorrect information on this statement as a substantial breach of that contract entitling the City to all rights and remedies provided in the City contract or otherwise available in law or equity.

-----Before completing this statement, we encourage you to review the attached information. The information should help you complete this statement accurately. The information should also make clear that the City takes a very broad view of what constitutes "doing business" in or with South Africa.

-----Should your present bid be successful, you will be under a continuing obligation for the duration of your contract with the City to notify the City of any change whatsoever in the information contained in this statement.

PLEASE CIRCLE THE CORRECT ANSWERS

I. Does your company:

(A) Have an agent or employee in South Africa? YES/(NO)

(B) Own property in South Africa in connection with a business? YES/(NO)

(C) Permit, with or without consideration, its name, trademark, trade name, trade secret, copyright, or patent to be used by an entity doing business in or with South Africa? YES/(NO)

(D) Pay a tax, levy, fee, duty, charge or similar sum to the government of South Africa? YES/(NO)

(E) Participate in a financial transaction which begins in, ends in, or passes through South Africa? YES/(NO)

II. Does any other person or entity:

(A) Own 50 percent or more of the voting securities of your company? YES/(NO)

(B) Beneficially own or control (whether directly or indirectly) 25 percent or more of the voting securities of your company, while no other person or entity owns or controls (whether directly or indirectly) an equal or larger percentage? YES/(NO)

(C) Operate your company under an exclusive management contract? YES/(NO)

(D) Have members of its Board of Directors who also constitute a majority of your company's Board of Directors? YES/(NO)

(E) Have the authority to appoint a majority of the Board of Directors of your company? YES/(NO)

(F) Have the authority to appoint the chief operating officer of your company? YES/(NO)

(G) Have, through any other mechanism, the authority or ability to establish or direct the general policies or day-to-day operations of your company? YES/(NO)

IF YOU ANSWERED "YES" TO ANY ONE OF THE PRECEDING QUESTIONS (A) THROUGH (G), THEN ANSWER THE FOLLOWING QUESTIONS:

Does the person or entity referred to in questions (A) through (G), above:

(H) Have an agent or employee in South Africa? YES/NO

(I) Own property in South Africa in connection with a business? YES/NO

(J) Permit, with or without consideration, its name, trademark, trade name, trade secret, copyright, or patent to be used by an entity doing business in or with South Africa? YES/NO

(K) Pay a tax, levy, fee, duty, charge or similar sum to the government of South Africa? YES/NO

(L) Participate in a financial transaction which begins in, ends in, or passes through South Africa? YES/NO

III. Does your company:

(A) Own 50 percent or more of the voting securities of any other entity? YES/(NO)

(B) Beneficially own or control (whether directly or indirectly) 25 percent or more of the voting securities of any other entity, while no other person or entity owns or controls (whether directly or indirectly) an equal or larger percentage? YES/(NO)

(C) Operate another entity under an exclusive management contract? YES/(NO)

(D) Have members of your Board of Directors who also constitute a majority of another entity's Board of Directors? YES/(NO)

(E) Have the authority to appoint the majority of the members of another entity's Board of Directors? YES/(NO)

(F) Have the authority to appoint the chief operating officer of another entity? YES/(NO)

(G) Have, through any other mechanism, the authority or ability to establish or direct the general policies or day-to-day operations any other entity? YES/(NO)

IF YOU ANSWERED "YES" TO ANY ONE OF THE PRECEDING QUESTIONS (A) THROUGH (G), THEN ANSWER THE FOLLOWING QUESTIONS:

Does the other entity referred to in responses (A) through (G), above:

(H) Have an agent or employee in South Africa? YES/NO

(I) Own property in South Africa in connection with a business? YES/NO

(J) Permit, with or without consideration, its name, trademark, trade name, trade secret, copyright, or patent to be used by an entity doing business in or with South Africa? YES/NO

(K) Pay a tax, levy, fee, duty, charge or similar sum to the government of South Africa? YES/NO

(L) Participate in a financial transaction which beings in, ends in, or passes through South Africa? YES/NO

IV. Are any of the goods that you will be providing to the City pursuant to this contract manufactured, produced, assembled, grown, or mined in South Africa? YES (NO)

V. The information contained on this statement represents a change in information that has previously been supplied to the City by our company? YES (NO)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Date & Place: JANUARY 13, 1987 @ LOS ANGELES, CA.

Jacqueline Autry
Authorized Officer or Representative

JACQUELINE AUTRY
Print or Type Name

VICE PRESIDENT + SEC.
Title of Authorized Officer or Representative

GENE AUTRY WESTERN HERITAGE MUSEUM
Company Name

5858 SUNSET BLVD.
Company Address

LOS ANGELES CA. 90028

213-460-5676
Company Phone Number

The Los Angeles Daily Journal

ORDINANCE NO. 161466

An ordinance adding Article 5 to Chapter 1 of Division 10 of the Los Angeles Administrative Code regard the City's contracting policies with companies doing business in or with South Africa.

WHEREAS, the citizens of the City of Los Angeles believe it is their responsibility acting by and through their government at all levels to take affirmative measur to express their repugnance to the system of apartheid; a

WHEREAS, the system of apartheid has institutionalized racial discrimination within South Afri so as to deny to the majority of its people fundamental human rights including the right to participate in the political process; and

WHEREAS, apartheid further serves to deny basic human freedom and dignity to the black majority by forcin them to live in designated homelands far from cities and employment, systematically denying them access to educati and training, relegating them to menial and low paying jo and severely restricting their freedom of movement, speec press and assembly; and

WHEREAS, the City of Los Angeles reaffirms its right to exercise its power to make economic decisions as a participant in the market place and to measure the moral character of its business relations in determining with who it shall conduct business; and

WHEREAS, exercise of such power is best achieved today by the City's ceasing to contract for the provision o acquisition of goods and services not subject to competitiv bidding with companies organized doing business in or with the government of South Africa, and further by the City's ceasing to purchase any product that is manufactured, produced, assembled, grown or mined in South Africa;

NOW THEREFORE,

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Chapter 1 of Division 10 of the Los Angeles Administrative Code is hereby amended to add a new Article 5 to read as follows:

ARTICLE 5.

SOUTH AFRICA RELATED CONTRACTS.

Sec. 10.31 Purpose.

The City of Los Angeles in exercising its power to make economic decisions as a participant in the market shall restrict, to the extent permissible and consistent with the City's interests, its contracting relative to goods and services to persons or entities which do not do business in or with South Africa.

Sec. 10.31.1 Definitions.

For purposes of this Article, the definitions of "awarding authority" and "contract" contained in Section 10.8.1 of this Code shall be applicable. In addition, the following definitions shall apply to the following terms used in this Article:

(a) "Bid documents" shall include requests for proposals (RFPs), invitations for bids (IFBs), request for qualifications (RFQs), advertisements for bids, and other similar documents.

(b) "City" shall mean the City of Los Angeles, and all awarding authorities thereof, including those Departments of the City which

exercise independent control over their expenditure of funds and which adopt policies consonant with the provisions of this Article.

(c) "Doing business" shall mean any person or entity engaged in the activity of a business, commercial enterprise, trade, calling, vocation, profession or any means of livelihood, whether or not carried on for gain or profit.

(d) "Goods and services" shall include, but not be limited to, goods, services, products, commodities, materials, supplies, equipment, and any rights in real or personal property.

(e) "Government of South Africa" or "South Africa" shall mean the Republic of South Africa and any territory controlled by the Republic of South Africa and any public or quasi-public entity operating as an agency or political subdivision of the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies (including all departments, agencies, and other instrumentalities of such bodies), public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a financial interest or operational responsibility.

(f) "Person or entity" shall include all individuals, domestic corporations, foreign corporations, associations, syndicates, joint stock companies, partnerships of every kind, joint ventures, clubs, unincorporated associations, and public agencies, including any parent company, subsidiary, exclusive distributor or company affiliated therewith.

Sec. 10.31.2 Prohibited Transactions.

The City shall not enter into or renew any contract nor shall it exercise any option pursuant to any contract:

(a) For goods which are manufactured, produced, assembled, grown or mined in South Africa.

(b) For goods and services with:

(1) The government of South Africa;

(2) Any person or entity organized under the laws of South Africa;

(3) Any person or entity who owns property or is doing business in South Africa; or

(c) For goods and services with any person or entity which is doing business with the government of South Africa or has done business with the government of South Africa within the preceding twelve (12) months.

Every bid document and contract to which this Article is applicable shall contain a recital of this Article.

Sec. 10.31.3 Statement Required From Bidder.

Prior to reviewing responses to bid documents for contracts covered by this Article, the awarding authority shall obtain from each person or entity seeking a contract award, a statement under penalty of perjury from an authorized representative, on a form to be provided, declaring the nature and extent to which said person or entity is doing business in or with South Africa. In the case of goods to be provided, a statement shall be included as to the origin of said goods, to the best of the person's or entity's knowledge. Further, said person or entity shall promptly notify the awarding authority in writing if there is a subsequent change in the nature or extent of its business in or with South Africa.

Sec. 10.31.4 Exemptions.

In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from the

application of Section 10.31.2:

(a) Contracts mandated to be let through competitive bidding by Charter Section 386(b);

(b) Contracts, including any amendments, modifications, or renewals of such contracts, in existence at the time of the effective date of this Article, and any subsequent amendments, modifications, or renewals of such contracts in which the scope or duration of the underlying contract is not significantly altered;

(c) Contracts for the purchase of any sole source goods and services;

(d) Contracts wherein application of this Article would disqualify all but a single bidder

(e) Contracts for the acquisition of news publication services;

(f) Contracts for the acquisition of transportation services;

(g) Contracts under which a financial institution engages in activities required to assure repayment of credit extended before the effective date of this Article;

(h) Contracts wherein application of Section 10.31.2 with reasonable foreseeability would result in a significant loss of quality or significant additional costs to the City;

(i) Contracts wherein the City Council determines that such application would otherwise be contrary to the best interests of the City.

Sec. 10.31.5 Contract Termination Upon Subsequent Determination of Ineligibility.

Each contract not exempted under this Article shall contain a provision granting the City the authority to terminate the contract and to refuse payment for goods received or services performed if the City determines that the person or entity under contract with the City was ineligible under this Article at the time of entering the contract or became ineligible thereafter.

Sec. 10.31.6 Rules and Regulations.

The Mayor, with the assistance of the Purchasing Agent, shall propose, subject to the approval of the City Council, rules and regulations not in conflict with this Article to assist the awarding authorities of the City to carry out the purposes of this Article. Those Departments which exercise independent control over their expenditure of funds and elect to adopt policies consonant with this Article may promulgate their own rules and regulations or

adopt those proposed by the Mayor and approved by the Council.

Such rules and regulations shall include, but not be limited to, the following:

(a) The form and content of the oath to be obtained from prospective bidders;

(b) Standards for the gathering, interpretation, and dissemination of information received from public and private sources, respecting eligibility of persons or entities under this Article;

(c) Provision of an opportunity for a person or entity to rebut under oath information regarding possible South African connections;

(d) Guidelines for the granting of exemptions under Section 10.31.4;

(e) Preparation of suggested sample language for specific provisions in bid documents, contracts and other documents which implement this Article.

The promulgation of rules and regulations under this Section shall not be deemed to be a prerequisite to the performance of the duties and compliance with the requirements established by this Article.

. . . .

. . . .

Sec. 10.31.7 Consistency with Federal or State law.

The provisions of this Article shall not be applicable to those instances wherein the application of Section 10.31.2 would be prohibited by federal or state law or where such application would violate or be inconsistent wit the terms or conditions of a grant or contract with an agency of the United States, the State o California or the instruction of an authorized representative of any such agency with respect t any such grant or contract.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of JUL 2 1986.

ELIAS MARTINEZ, City Clerk,

By Edmund B. Reese
Deputy.

Approved JUL 3 1986

Tom Bradley
Mayor.

Approved as to Form and Legality

July 2, 1986

JAMES K. HAHN, City Attorney,

By Lewis A. Gutierrez
LEWIS A. GUTIERREZ, Deputy.
City Attorney

File Nos. 84-2311-S-4, 5,

City Clerk Form 23

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS FOR NONCONSTRUCTION CONTRACTORS

Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code, to the contrary, every nonconstruction contract involving an expenditure in excess of $5,000 of City funds, except in cases of urgent necessity, as provided in Section 386 of the Charter of the City of Los Angeles and except as provided in Section 10.8.6 and Section 10.9(a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as his affirmative action plan:

1. NONCONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City nonconstruction contract in excess of $5,000, unless he has submitted as part of his bid a written affirmative action plan embodying both (1) goals and timetables of minority and female utilization, (Members of "Minority Groups" include any person or group described by race, religion, sex, ancestry, national origin, age, or physical handicap) and (2) specific affirmative action steps directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the goals and timetables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section and as set forth below, whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following minimum goals for minority and female utilization by the bidder and all contractors and subcontractors with the City of Los Angeles in each occupational category for work performed within the County of Los Angeles. These goals shall not be construed to be quotas but shall indicate the extent to which the contractor or the subcontractor, in good faith, shall make an effort to utilize minorities and females in each occupational category provided the opportunities arise and qualified persons are available to fill vacancies.

	Ethnic Minorities	Females
1/1/78-12/31/78	21%	21%
1/1/79-Until Further Notice	21%	21%

For work performed outside the County of Los Angeles, the goals through 1979 for minorities and females are equivalent to 50% of the minority population and 50% of the female civilian labor force in the recruitment area; however, the goals for females are not to exceed 21%.

The contractor may be exempted from the above Goals and Timetables if he agrees to enter into a joint venture with a minority contractor. The contractor must describe how he will utilize the minority employees. The exemption shall extend only to the Goals and Timetables of this Plan

In the event that under a contract which is subject to these bid conditions any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the ranges for 1979 shall be applicable to such work.

In no event may a Contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, sex, ancestry, national origin, age, or physical handicap.

3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that he shall immediately make a good faith effort to include within his employ said minorities in numbers proportionate with the said minority composition of the population of the County of Los Angeles or the recruitment area work force if the Contractor is located outside Los Angeles County as set forth hereinabove, including but not limited to the following affirmative actions:

(a) He shall recruit and make efforts to obtain minorities through:

(1) Advertising employment opportunities in minority community news media;

(2) Notifying minority community organizations of employment opportunities;

(3) Maintaining contact with schools with minority students to notify them of employment opportunities;

(4) Encouraging present minority employees to refer their friends and relatives;

(5) Promoting after school and vacation employment opportunities for minority youth;

(6) Validating all employment specifications, selection requirements, tests, etc.;

(7) Maintaining a file of the names and addresses of each minority worker referred to him and what action he took concerning such worker; and

(8) Notifying the appropriate awarding authority of the City in writing when a union with whom he has a collective bargaining agreement has failed to refer a minority worker to him.

(b) He shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made to achieve and maintain an ethnically balanced work force.

(c) He shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.

(d) He shall secure cooperation or compliance from the labor referral agency to his contractual affirmative action obligations.

(e) He shall establish a person at the management level of the contracting entity to be his Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

(f) He shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State, and Federal authorities upon request.

4. The Contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:

a. He shall advertise invitations for subcontractor bids in minority community news media.

b. He shall contact minority contractor organizations for referral of prospective subcontractors.

c. He shall contact any other source likely to yield qualified minority contractors and vendors.

d. He shall make purchases from qualified minority vendors where practical.

5. The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

a. Recruit and refer minority employees to such programs.

b. Establish training programs within his company and/or his association that will prepare minority employees for advancement opportunityes.

c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship opportunities.

6. The Contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all his operations and contracts. Said policies shall be provided to all his employees, subcontractors, vendors, unions, and all others with whom he may become involved in fulfilling any of his contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum

7. Where problems are experienced by the Contractor or the subcontractor in complying with his affirmative action obligations, the Contractor or subcontractor shall document his good faith effort to comply with the requirements by the following procedure:

a. He shall state the nature of the problem.

b. He shall state what he attempted to do, how, and on what date.

c. He shall state to whom his efforts were directed.

d. He shall state the response received and date.

e. He shall state what other steps he has taken or will take to comply and when.

f. He shall state why he has been or will be unable to comply.

8. The Contractor and each of his known subcontractors shall complete and file with the awarding authority acceptable Affirmative Action Plans with the Contractor's bid.

9. The Contractor and each of his known subcontractors shall submit an "Ethnic Composition of the Company's Total Work Force" report (by employees) with the bid.

10. No contract or subcontract shall be executed until the Office of Contract Compliance of the City of Los Angeles has approved the Contractor's or subcontractor's Affirmative Action Plan.

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

12. Subject to this subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority or the Office of Contrac Compliance of the City of Los Angeles.

13. Where the Contractor or his subcontractor has failed to comply with the Affirmative Action requirements contained in this section, any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in the Los Angeles Administrative Code.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER
(See Item 3(e), Page 3)

Please be advised that GENE AUTRY WESTERN HERITAGE MUSEUM
Firm Name and Address

hereby appoints JOANNE HALE, Vice President and Executive Director
Name of Appointee — Present Official Status with Firm

as its Equal Employment Opportunity Officer. The Officer has been given th authority to establish, disseminate, and enforce the Equal Employment and Affirmative Action Policies of this firm.

The Officer may be contacted at 5858 Sunset Blvd. Los Angeles
Work Location

460-5635
Telephone
concerning matters related to any affirmative ~~acti~~ taken by this firm to increase minority utilization in its employment.

****

NOTICE TO PROSPECTIVE CONTRACTORS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

"A. In contractual proceedings where a notice inviting proposals for the work, services, information or property required to be furnished or supplied to the City or to be sold to the City is published either in accordance with Sections 386 or 387 of the Charter of said City or is otherwise published, such notice shall specify that the provisions of Section 10.8 through 10.8.6 hereof applicable to any such notice will be part of any contract awarded by the City pursuant to such notice.

"B. In contractual proceedings where a notice is not published as provided in subsection A, the contractor or contractors will be advised at the outset of negotiations that the provisions of subsection 10.8 through 10.8.6 hereof will be a part of any contract entered into by the City as a result of such negotiations."

****

NONDISCRIMINATION CLAUSE — REQUIRED IN ALL CONTRACTS

The contractor agrees and obligates himself not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap. All subcontracts awarded under this contract shall contain a like nondiscrimination clause.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

ETHNIC COMPOSITION OF TOTAL WORK FORCE

To be completed, signed, and submitted by nonconstruction contractors

ctor: GENE AUTRY WESTERN HERITAGE MUSEUM

ress: 5858 Sunset, Los Angeles

ephone: 4605635

n/a ☐ Prime ☐ Subcontractor Spec. No. _____ Contract No. _____

icate below the number of employees in each occupational category for each of the ethnic groups listed below for your firm's total work force.

EMPLOYMENT BY RACE, OCCUPATION, AND SEX

OCCUPATIONS	MALE EMPLOYEES					FEMALE EMPLOYEES					Total All Employees	Total Minority	Perc Minor
	Total Males	MINORITY GROUPS				Total Females	MINORITY GROUPS						
		Negro	Oriental	American Indian	Spanish American		Negro	Oriental	American Indian	Spanish American			
OFFICIALS AND MANAGERS	1					2					3	0	0
PROFESSIONALS						2					2	0	0
TECHNICIANS													
SALES WORKERS													
OFFICE AND CLERICAL													
CRAFTSMEN (Skilled)													
OPERATIVES (Semiskilled)													
LABORERS (Unskilled)													
SERVICE WORKERS													
TOTAL	1					4					5	0	0

(Figures for the following classifications shall also be included in the appropriate category above the "Total" line.)

APPRENTICES														
On-the-job Trainees	White Collar													
	Production													

EMPLOYMENT STATISTICS WERE OBTAINED FROM

☐ AVAILABLE RECORDS ☑ VISUAL CHECK ☐ OTHER (Specify) _____

The Contractor by his signature affixed hereto declares under penalty of perjury that:

1. he has read the above Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors,
2. he shall accept the requirements contained therein as the basic Affirmative Action Plan for all his operations within the County of Los Angeles or the applicable work force recruitment area of the contractor, if the contractor is located outside of the County of Los Angeles.
3. the information contained hereon is true and correct.

Joanne D Hale
Signature

VP & Executive Director
Title

Gene Autry Western Heritage Museum
Company Name

January 13, 1987
Date

To be eligible for award of contract in excess of $5,000, Pages 5 and 6 must be completed, Page 6 must be signed, and Pages 1 thru 6 must be submitted with the bid.

...RTIFICATION FOR CONTRACTS OF MORE TH... $5,000

Affirmative Action Practices

A. During the performance of this contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age or physical handicap.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The contractor or subcontractor agrees to post a copy of paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age or physical handicap.

C. At the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, age or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their or either of their request to provide evidence that it has or will comply thereunto.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 10.102.2 of the Los Angeles Administrative Code.

F. Upon a finding duly made that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he shall establish and carry out a program in conformance with the provisions hereof.

F. In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any Court of competent jurisdiction that the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California, or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of this contract.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Office of Contract Compliance shall promulgate rules and regulations and forms for the implementation of the Affirmative Action Program of this contract, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law

J. At the time the bid is submitted, the contractor shall submit a AFFIRMATIVE ACTION PLAN to the awarding authority which shall meet the requirements of this ordinance. The awarding authority may also require contractors and suppliers to take part in a preaid or preaward conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

J.(1). Every contract or subcontract in excess of $5,000 which may provide construction, demolition, renovation, conservation, or maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

J.(2). A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action program with the Board of Public Works, Office of Contract Compliance may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate preaid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance. Trade associations shall provide the Office of Contract Compliance with a list of members in good standing in such association.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed approved Affirmative Action Nondiscrimination Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any affirmative action plan or change the affirmative action plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the preaid or preaward conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Preapprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the contractor's, subcontractor's, or supplier's geographical area for such work; and
6. The entry of qualified women and minority journeymen into the industry.
7. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's affirmative action contract compliance program in purchasing and construction shall be accomplished by either or both an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the preaid or preaward conferences shall not be confidential and may be publicized by the contractor at his discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance affirmative action program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the identity of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors or suppliers engaged in the performance of City contracts.

January 13, 1987
Date

Joanne D. Hale
Officer's Signature

Los Angeles, Ca.
Location

JOANNE D. HALE VP & EXEC. DIRECTOR
Officer's Name and Title

INSTRUCTIONS TO PROSPECTIVE NONCONSTRUCTION CONTRACTORS

As a bidder for a City of Los Angeles contract, you are required to comply with the nondiscrimination provisions as defined in Division 10 of the Los Angeles Administrative Code, which was amended to include Ordinance No. 147,030. Pertinent provisions appear on bid, contract, and purchase order forms.

NONDISCRIMINATION CLAUSE - REQUIRED IN ALL CONTRACTS

Every contract which is let, awarded, or entered into on behalf of the City of Los Angeles, shall contain by insertion therein a nondiscrimination clause obligating the contractor not to discriminate in his employment practices during the performance of the contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap. All subcontracts awarded under any contract with the City shall contain a like nondiscrimination clause.

EQUAL EMPLOYMENT PRACTICES CERTIFICATION - REQUIRED FOR ALL CONTRACTS IN EXCESS OF $500 BUT NOT MORE THAN $5,000

For every contract or subcontract with or on behalf of the City of Los Angeles for which the consideration is in excess of $500, but is not more than $5,000, the bidder shall sign and submit the Equal Employment Practices Certification Form.

AFFIRMATIVE ACTION PROGRAM CERTIFICATION - REQUIRED FOR ALL CONTRACTS IN EXCESS OF $5,000

For every contract or subcontract with or on behalf of the City of Los Angeles for which the consideration is in excess of $5,000, the bidder shall sign and submit the following with the bid:

1. A signed Affirmative Action Program Certification Form.

2. A signed Affirmative Action Plan. The bidder must submit one of the three following plans:

   a. "Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors."

   b. A trade association plan, if the contractor is a member in good standing of the association. This plan must be reviewed and approved by the Office of Contract Compliance.

   c. The contractor's (bidder's) Affirmative Action Plan. This plan must be reviewed and approved by the Office of Contract Compliance.

3. Each of the above documents, if approved, shall be effective for 12 months following the date of approval with the approval for the Affirmative Action Practices Certification to be concurrent with the approval for the Affirmative Action Plan.

JDH 1/5 Attach to Lease

be certain copy of City report (Shed) is attached

9 1988

O'MELVENY & MYE

400 SOUTH HOPE STREET
LOS ANGELES, CALIFORNIA 90071-2

TELEPHONE (213) 669-6000
TELEX 674122 • FACSIMILE (213) 669-6

1800 CENTURY PARK EAST
S ANGELES, CALIFORNIA 90067-1589
TELEPHONE (213) 553-6700
EX 674097 • FACSIMILE (213) 552-3090

610 NEWPORT CENTER DRIVE
PORT BEACH, CALIFORNIA 92660-6429
PHONE (714) 760-9600 • (213) 669-6000
X 4722088 • FACSIMILE (714) 669-6994

555 13TH STREET, N.W.
WASHINGTON, D. C 20004-1109
TELEPHONE (202) 383-5300
LEX 89622 • FACSIMILE (202) 383-5414

:ENTER
O STREET
ORK 10022-4611
) 326-2000
ILE (212) 326-2061

SQUARE
LONDON EC2A 1LA
TELEPHONE 01-256 8451
TELEX 918859
FACSIMILE 01-638 8205

MADRE MATSUDA BUILDING, 3RD FLOOR
4-13 KIOI-CHO, CHIYODA-KU
TOKYO 102, JAPAN
TELEPHONE (03) 234-3553
TELEX 2323223 TOSTA-J
FACSIMILE (03) 234-1101

August
26th
1 9 8 8

WRITER'S DIRECT DIAL NUMBER

(213) 669-6520

OUR FILE NUMBER

170,445-558
1H482384

Mrs. Joanne D. Hale
Executive Director
Gene Autry Western Heritage Museum
5858 Sunset Boulevard
Los Angeles, California 90078

Re: 1st Amendment to Ground Lease

Dear Joanne:

I reviewed the proposed First Amendment to the Ground Lease. Although I would prefer to see a more formal legal description of the bridle trail and berm which are to be excluded from the "premises," that description probably ought to wait until the exact physical locations of the bridle trail and berm are determined. You will note that the current legal description provides for such supplementary information as and when determined. By carving out the bridle trail, the amendment will serve to minimize potential liability to the Museum for trail-related accidents. We can go ahead and sign the amendment as soon as the City's approved process is completed, but let's revisit the legal description subject after construction is completed.

Very truly yours,

David W. Cartwright
for O'MELVENY & MYERS

DWC/lzw

COMMISSIONERS

DENNIS R. LUNA
MARY D. NICHOLS
RICHARD J. RIORDAN
ILLIAM R. ROBERTSON
J. STANLEY SANDERS

JAMES E. HADAWAY
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA

TOM BRADLEY
MAYOR

DEPARTMENT OF
RECREATION AND PARKS
METROPOLITAN REGION
3900 W. CHEVY CHASE DRIVE
LOS ANGELES, CA 90039
485-5501

SHELDON N. JENSEN
ASSISTANT GENERAL MANAGER

June 28, 1988

Joanne D. Hale
Vice President & Executive Director
Gene Autry Western Heritage Museum
5858 Sunset Boulevard
Los Angeles, California 90078-0710

Dear Ms. Hale:

Insurance and Indemnification,
Site Premises Amendment

This represents formal approval of your request to widen the existing horse trail located on the site premises of the Autry Museum, and to construct an earthen berm on the existing bridal trail. The Department will proceed to amend the existing land lease between the Museum and the City. Until the lease is amended, the City of Los Angeles agrees to indemnify, hold harmless and, at the City's discretion, defend the Gene Autry Western Heritage Museum from liability resulting from the negligent acts, errors, and ommissions of the City, its officers, agents or employees which may occur at the newly constructed earthen berm.

If additional information is needed, please contact me at (213) 485-5501.

Very truly yours,

JAMES E. HADAWAY
General Manager

Sheldon N Jensen

SHELDON N. JENSEN
Assistant General Manager
Griffith Region

SNJ/LJH:hm

cc David Colburn

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

OMMISSIONERS
—
ENNIS R. LUNA
ARY D. NICHOLS
HARD J. RIORDAN
AM R. ROBERTSON
TANLEY SANDERS
—
MES E. HADAWAY
ENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA

TOM BRADLEY
MAYOR

DEPARTMENT OF
RECREATION AND PARKS
METROPOLITAN REGION
3900 W. CHEVY CHASE DRIVE
LOS ANGELES, CA 90039
485-5501

SHELDON N. JENSEN
ASSISTANT GENERAL MANAGER

June 30, 1988

Joanne D. Hale
Vice President & Executive Director
Gene Autry Western Heritage Museum
Post Office Box 710
Los Angeles, California 90078-0710

Dear Mrs. Hale:

In accordance with Section X, Museum Use, Subsection E, of the ground lease between the City and the Gene Autry Western Heritage Museum, the following admission fees are hereby approved:

Adults	$4.75
Seniors	$3.50
Children 2-12	$2.00

Very truly yours,

JAMES E. HADAWAY
General Manager

Sheldon N. Jensen

SHELDON N. JENSEN
Assistant General Manager
Griffith Region

SNJ/LJH:hm

cc:James E. Hadaway

General Store

ASSAY

General Store
Assay Office

GREAT WALL
CHINA

CHINA