

**RESTATED AND AMENDED
MAINTENANCE AND OPERATION AGREEMENT**

This Restated and Amended Maintenance and Operation Agreement is made and entered into this 15th day of August, 1995, by and between the City of West Covina ("City") and California Street Hockey Association Orangewood, Inc. ("Association") to provide for the operation and maintenance of outdoor in-line hockey facilities at Orangewood Park within the City of West Covina.

RECITALS

WHEREAS, Association is organized and operated for the purpose of sponsoring and conducting hockey activities, including team participation hockey sports activities for children and adults.

WHEREAS, the City desires to establish an in-line hockey facility consisting of two (2) outdoor hockey rinks and a modular structure for the selling, rental and/or repair of hockey equipment ("Facility") at Orangewood Park for recreation purposes.

WHEREAS, Association shall contribute to the City's cost of construction of the Facility and thereafter Association shall be responsible for the operation and maintenance of the Facility pursuant to this Agreement.

WHEREAS, the City shall receive a payment from Association for the term of this Agreement;

NOW, THEREFORE, the parties enter into this Maintenance and Operation Agreement, as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be for 15 years commencing on the date of execution of this Agreement, and shall terminate on June 30, 2010, unless terminated or extended as provided herein.

The City may, at its sole option and sole discretion, renew this Agreement for an additional five (5) years, each upon the same terms and conditions herein, if Association, six calendar months before the expiration date of this Agreement, files with the Human Services Director a written request for the renewal and the City Council approves the renewal. It is the intent of the City and Association to make this Facility both a public service and commercial success. Approval of renewal of this Agreement may be based on performance of Association in providing the desired public service. The hockey facilities and fixtures (excepting portable restrooms and modular structure) shall be and remain the property of the City.

2. **OPERATION OF FACILITY**

2.1 Upon completion of the facility and notification from City as set forth in Section 12 hereof, Association shall commence and continue to manage, operate and maintain the Facility at Orangewood Park as a public facility for the conducting of hockey-related activities.

2.2 Association shall provide league and tournament play for both youth and adults as agreed upon by Association and City.

2.3 Association shall maintain the Facility in a clean and safe condition for the operation of hockey activities.

2.4 Association shall also have the ability to operate and maintain a portable structure on site for the purposes of providing a pro shop for the sale, rental and/or repair of equipment and merchandise involving hockey activities, provided that Association first obtains specific site approval and all other required permits from the City.

2.5 Association shall also provide those activities and other responsibilities as generally described in their proposal to City dated August 2, 1994 (attached and incorporated as Exhibit A) as fully set out therein.

3. MAINTENANCE OF IMPROVEMENTS AND EQUIPMENT

3.1 Association shall provide all maintenance (including major repair and replacement) on all equipment and structures used in the operations permitted herein. City shall have the right to direct Association to perform necessary repairs and maintenance to equipment and structures owned by Association or by City. Because of City's interest in preserving its equipment and providing clean, safe and sanitary conditions, and notwithstanding any other provision of this Agreement, if Association fails to perform the maintenance required hereunder within 72 hours of notice by City, City may cause the maintenance to be performed in an efficient manner and to charge Association for the cost thereof. The cost shall be equal to the sum of the cost of the direct labor and materials plus overhead.

3.2 Association shall be responsible for the cleanliness, maintenance and upkeep of all machinery, equipment, lights, light standards, and fixtures and surfaces located inside and outside the rink and included as part of the Facility, as specified within this Agreement and Cooperative Agreement whether provided by the City or Association. Such structures, machinery, equipment, and fixtures shall be maintained in a first class condition and working order. Evaluation of this maintenance standard shall be at the sole discretion of City.

3.3 Association shall be responsible for maintaining all facilities within the enclosed area designated for hockey purposes including but not limited to portable restrooms. The Facility may utilize existing restrooms at Orangewood Park. City shall be responsible for the maintenance of the interior of the park restrooms. Association shall be responsible for the contracting and maintenance of any portable restrooms required as a result of Association activities. Association shall be provided with keys to the restroom facilities and shall be responsible for closing and locking the facilities by 12:00 a.m. each day and the City shall be responsible for unlocking the restroom facilities by 8:30 a.m.

With respect to damage to property, City and Association hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

4. ASSOCIATION STAFFING

4.1 Association shall staff the Facility with adequately trained staff on site to provide for at least one official per game for league and tournament activities and other additional personnel, including the site manager, at all times when the Facility is in use by Association.

4.2 Association shall provide trained, competent staff to manage and operate the Facility in a professional and safe manner. Association shall provide for trained officials for the conducting of League, Tournament and other hockey activities. Hockey officials shall wear a prescribed uniform, as mutually agreed, while officiating hockey activities. Hockey officials shall also be required to wear safety equipment to include helmet and eye protection, or shall sign a release form stating that they are aware of the possible hazards and release City and Association of all liability.

4.3 Association shall conduct business hereunder in a manner acceptable to City and shall, at all times, have a sufficient number of employees to furnish the best service possible. All such employees shall be clean, neat, and professional in appearance, and shall be uniformed and identified in a manner acceptable to City and Association. Vending or selling shall be done in an orderly, courteous and well-conducted manner.

At any time when the Orangewood Park Facility is in operation by Association, Association shall provide for site supervision during that time period. This supervisory coverage includes rental of Facility for team practices and any other rental and/or special events by outside organizations.

5. SAFETY EQUIPMENT

Association shall require the following safety equipment to be worn by any participant engaged in hockey activities operated by the Association:

- protective hockey helmets
- eye protection
- gloves
- elbow pads
- knee pads

6. TEAM NAMES

Association shall not permit any team to use a name which is offensive, in poor taste, or connotes an objectionable or derogatory meaning.

7. SPECIAL EVENTS AND ACTIVITIES CONDUCTED BY OUTSIDE ORGANIZATIONS

Association shall be responsible for rental of rink(s) to individuals, outside organizations and/or any non-organizations which may request to utilize the Facility for special events, activities, pick-up play, team practices, etc. Association shall not issue any court rental (except for individual team practice) or reservation for any tournament, exhibition, clinic, league or ladder to be conducted by any other organization or individual, unless such activity or event has been approved and agreed upon in advance, in writing, by Human Services Director and Association.

The Association shall have priority use of rink(s).

Association shall post signs in public view with name(s) and telephone number(s) of individual(s) to contact to rent the Facility.

8. FEES

The Association shall notify the Human Services Director of all fees charged for use of the Facility.

9. LAWS AND ORDINANCES

Association shall comply with all applicable federal, state and local laws, rules, regulations, and the directives issued by City relating to the operations permitted herein. Failure to do so may result in the immediate suspension of this Agreement.

10. CONDUCT

Association shall at all times conduct the operations permitted herein in a quiet and orderly manner to the satisfaction of City. Association shall permit no intoxicated person, profane or indecent language, or boisterous or loud conduct on or about the Facility. If an ongoing condition develops which requires repeated assistance and/or intervention by the West Covina Police Department, City shall have the right to require Association to obtain private, licensed, uniformed security personnel as approved by the West Covina Chief of Police to remedy the situation, or, if the condition persists, Association agrees to reimburse City for police and/or fire services required as a result of activities conducted at Orangewood Park hockey facility.

11. PERSONAL ATTENTION

Association shall appoint a site manager under its direction and control, who shall devote the greater part of his time and attention to the operations permitted herein and shall promote, increase and develop said operations

and render every possible service and convenience to the public. Such managers shall have full authority for operations permitted herein or that portion under their control. In employing of managers, Association shall seek individuals skilled in management of businesses similar to the operations permitted herein.

12. COMMENCEMENT OF OPERATION

Association shall commence performance hereunder within fifteen (15) days of when City notifies Association in writing that the Facility has been completed; however, City may grant Association in writing additional time periods in which to commence operation.

13. SCHEDULE OF OPERATIONS

Unless otherwise provided by permit, the Facility hours shall be 7:00 a.m. and run through 12:00 a.m., with the Association having priority use of the Facility. All activities shall cease by 11:30 p.m. and all persons shall vacate the grounds by 12:00 a.m.

Before commencing operation each calendar year under the terms of this Agreement or any renewal thereof, Association shall submit a written schedule of operation including days and hours to City for approval. Schedules may be adjusted, but the permitted hours of operation shall remain as a maximum at 7:00 a.m. through 12:00 a.m.

Between the hours of 3:30 p.m. and 6:30 p.m., Monday through Friday, youth activities shall have priority over any other activity on the hockey arena.

Association shall not deviate from the permitted hours of operation without the prior written approval of City. Association shall post the hours of operation in public view.

14. CLEANLINESS OF ADJACENT PARK AREA

Association shall keep the area surrounding the operation (as shown on Exhibit B) in a clean and sanitary condition satisfactory to City at all times. No offensive or 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 Association shall prevent any such matter or material from being or accumulating in the area.

15. ALTERATIONS OR ADDITIONS TO THE PREMISES

No alterations, changes, improvements or additions of any character shall be made by Association on or to Orangewood Park, to structures or improvements at Orangewood Park without the prior written approval of City. Such changes shall be at the sole cost and expense of Association unless otherwise agreed upon in writing by City.

All operations permitted herein must be compatible with planned or existing improvements and facilities in the area.

Association shall confine the operations permitted herein strictly to that area set aside for that purpose.

All alterations, changes, additions, or improvements installed by the Association are intended by the parties to become and remain property of the City, whether or not affixed to the land, except portable restrooms and modular structures.

16. PARKING

Prior to the commencement of operation and throughout the term and any extension hereof, Association shall obtain and maintain an agreement with the West Covina School District in the form as set out in Exhibit C attached and incorporated herein to allow the joint use of all parking stalls located on the school district's property adjacent to Orangewood Park.

17. NON-DISCRIMINATION

Association and its employees shall not discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, AIDS, AIDS-related condition, age, national origin, handicap or disability by refusing to furnish such person any accommodation, Facility, service, or privilege offered to or enjoyed by the general public. Nor shall Association or its employees publicize the operations permitted herein in any manner that would directly or inferentially reflect on or question the acceptability of the patronage of any person on such basis.

In the performance of this Agreement, Association shall not discriminate against any employee or applicant for employment on any such basis. Association shall take action to ensure that applicants are employed, and that employees are treated without regard to any such basis.

18. HEALTH AND SAFETY

Association shall correct safety deficiencies and violations of safety practices immediately and shall cooperate fully with City in the investigation of accidents occurring at the Facility. In the event of injury to a patron or customer, Association shall ensure that the injured person receives prompt and qualified medical attention. If Association fails to correct hazardous conditions which have led to or, in the opinion of City, could lead to injury, City may immediately suspend this Agreement.

19. PERMISSIONS

Any permission required hereunder shall be obtained in writing by Association from City and any errors or omissions therefrom shall not relieve Association of its obligations to faithfully perform the conditions herein. Association shall immediately comply with any written request or order submitted to it in writing by City. City, as defined in this section, shall be the Human Services Director or a designated representative as appointed in writing.

20. OPERATION OF CONCESSION AREA AND PRO SHOP

Association will be granted permission to operate a pro shop, subject to City's regular rules and regulations pertaining to such operations. Association shall provide the facilities from which such operations shall be maintained and are totally responsible for all theft and other damage to equipment that is stored on premises. Those items sold from the pro shop shall be hockey related and all merchandise is subject to approval by the Human Services Director or his designee. Any items that are deemed non-hockey related shall be removed immediately and shall not be restocked at a later time. The payment to the City as required under Section 27 herein shall not include pro shop sales or equipment.

21. LICENSES, PERMITS, AND TAXES

Association shall obtain and pay for all licenses and permits (including a City business license and resale permit) required for operations of the Facility and any subsequent pro shop. In addition, Association shall pay any and all taxes levied on the Facility or its business or equipment. The City shall waive all construction fees for building, electrical, mechanical, plumbing, sign, engineering, and planning permits.

22. TRANSFER OR ASSIGNMENT

Association shall not use the Facility or allow it to be used or occupied by any other person or for any other use than that herein specified, without the prior written consent of City. In the event of such unpermitted subletting, assignment, or the insolvency or bankruptcy, either voluntary or involuntary, of Association, City may, at its sole option, suspend or terminate this Agreement.

23. STANDARDS OF SERVICE

City or authorized representative shall have the right to approve the level of service and to order such service discontinued or remedied. If the quality of service or products or the cleanliness of the Facility are not at a level satisfactory to City or do not adequately meet the needs of the public, or if Association violates any of the terms or conditions of this Agreement, then City shall have the right to suspend this Agreement by giving notice to Association in advance of such suspension. Upon receipt of such notice, the Human Services Director and Association shall meet within ten (10) working days to resolve the unsatisfactory occurrence. If the occurrence is not remedied to the City's satisfaction within thirty (30) days notice thereafter, the City may terminate this Agreement.

Association or its authorized manager, shall supervise the operations permitted hereunder during the hours in which the concessions are open for business. Any notice or order given to Association's manager shall be binding as though delivered and served on Association. If, at any time, City or its authorized representative makes a determination that the manager or any employee of Association is unsatisfactory, and City gives notice to Association of such deficiencies, then Association shall undertake a review of such deficiencies with the City, and take appropriate remedial steps up to and including replacement of the manager with a suitable manager within a reasonable time not to exceed thirty (30) days.

24. HOURS OF USE

No individuals and/or members of the public or customers shall be allowed on the Facility between 12:00 a.m. and 7:00 a.m. without prior written permission from City.

25. SUSPENSION, TERMINATION, AND EXPIRATION

Except as set out in paragraph 23 and paragraph 31, if a circumstance occurs, which under the terms of this Agreement would result in suspension or termination, then within ten (10) days of such notice from City of intended suspension or termination, City and Association representatives shall meet and directly work to resolve the problem. If there is no resolution of the problem at that time, City may terminate the Agreement as set out in paragraph 30.

If City requires Association to terminate their operation, and it is for cause, there will be no liability on City's part to reimburse Association for loss. Association does not hereby waive any rights it may have to just compensation for breach of contract.

Upon the termination or expiration of this Agreement, or any extension thereof, the City at its sole option may require the Association to return this site to the condition in which it existed prior to the Association's entry upon the site, and remove any improvements or equipment owned by Association that has been installed, or the City, at its sole option, may require the Association to leave selected improvements or equipment owned and installed by the Association in a safe condition. All costs for disassembling and removal shall belong to Association.

25.1. DEFAULT

In the event Association shall fail or refuse to improve or change the operations permitted herein or to conform to the rules, regulations, or directions of City, or fails or refuses to pay the consideration or any part thereof due hereunder after the same shall become due, or defaults in the performance of any other term herein and said

default continues for thirty (30) days after notice (and after meeting as set out in Section 25), City may terminate this Agreement and either immediately take possession of the operations heretofore conducted by Association or require Association to remove any or all improvements at Association expense. Such foregoing remedies are cumulative and shall not impair any other rights or remedies of City.

26. RIGHT OF INSPECTION

City shall have the right to enter the Facility at any and all reasonable times for the purpose of inspection and observation of Association's operations. During these inspections, City shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place at Orangewood Park. Inspections may be made by City employees or may be made by independent contractors engaged by City. City shall have the right to inspect to determine if the terms and conditions of this Agreement are being met and to observe transactions between Association and patrons in order to evaluate the quality and quantities of food or drinks or other items sold or dispensed, the courtesy extended to and methods of dealing with the public, the performance and caliber of Association's employees and for any purpose incidental to the rights of City.

27. FORMULA FOR PAYMENTS

Association shall contribute the sum of \$25,000 towards the total project cost of the Facility. This payment shall be made to the City of West Covina upon execution of this Agreement by Association. City shall have no obligation to proceed if Association does not make such contribution.

To ensure the City's recovery of its construction investment, the Association shall pay to City a payment equal to a percentage of gross receipts or a minimum guaranteed amount as specified below. If the revenues received by the City exceed the minimum guarantees set forth below, and the City's costs to construct the Facility are recouped in less than seven years, then the minimum guarantees are removed as of the date the City's costs have been repaid, and thereafter the City will receive the specified percentage of gross receipts. In the event the City's costs of construction are not fully recovered by the end of the seventh year, Association shall pay to the City the outstanding balance before the end of the eighth year of operation

The City of West Covina shall receive the following payments:

Year 1	20% of gross receipts or \$35,000, whichever is greater
Year 2	20% of gross receipts or \$50,000, whichever is greater
Year 3	20% of gross receipts or \$50,000, whichever is greater
Year 4	20% of gross receipts or \$55,000, whichever is greater
Year 5	15% of gross receipts or \$55,000, whichever is greater
Year 6	15% of gross receipts or \$60,000, whichever is greater
Year 7	15% of gross receipts or \$60,000, whichever is greater
Year 8 - 15	15% of gross receipts.

Gross receipts shall include any and all revenues received, without deduction of any sort, from all sources, including (but not limited to) the following:

- a) Adult league fees
- b) Youth league fees
- c) Tournament fees
- d) Clinic fee
- e) Rink rental fees (team practices, pick-up play, birthday parties, etc.)

All payments shall be due three (3) times a year at the start of each hockey season.

Gross receipts as defined herein shall not include pro shop sales.

27.1 REPORTS BY ASSOCIATION

Association shall submit gross receipts reports and payments three (3) times per year showing gross receipts for each season of play from the operations permitted herein. Said report and payments are due to the City on or before the beginning of each season. The reports shall show both adult and youth league fees, tournament fees, clinic fees, and rink rental fees.

In the event Association fails to submit a payment or report by the due date, Association shall pay to City a late charge of ten percent (10%) on the outstanding unpaid balance, or \$25.00, whichever is greater, or the maximum permitted by law. If a due date falls on a non-workday, the late charge will not apply until the next workday. If the Association offers unusual or extenuating circumstances for not making said payment when due, the Human Services Director at his discretion may waive the late charge. If Association pays with a check returned for insufficient funds, Association shall also pay a service charge in the sum of Fifteen Dollars (\$15.00) in addition to applicable late charges or otherwise as provided by City ordinance, and Association shall thereafter make all payments in cash or by money order.

27.2 RECORDS AND BOOKS OF ACCOUNT

Association shall keep or cause to be kept in accordance with generally accepted accounting principles full and accurate books of account, records, cash receipts and other pertinent data showing its gross receipts. Such books of account, records, cash receipts and other pertinent data shall be kept for a period of four (4) years after the end of each accounting year and partial accounting year, and shall be made available to the Human Services Director upon 72 hours notice. The receipt by Director of any statement or any payment of the percentage of gross receipts for any period shall not bind Director to the correctness of the statement or the payment. Director shall be entitled at any time during the term and within two (2) years after expiration or termination of this Agreement to inspect and examine records, books of account, cash receipts, and other pertinent data of Association so Director can ascertain the percentage of gross receipts and sales tax, as applicable, due to City. Association shall cooperate fully with Director with respect to the inspection. Director shall hold all such data as competitive sensitive data to the extent allowed by law.

28. PROPOSAL

If any discrepancies exist, the provisions of this Maintenance and Operation Agreement shall have precedence over what is stated in the proposal.

29. NOTICES

Notices shall be in writing addressed to:

Association:

California Street Hockey Association
c/o Bryan Garland
1837 Raleo Avenue
Rowland Heights, CA 91748

City:

Human Services Director
City of West Covina
P.O. BOX 1440
West Covina, CA 91793

30. LIABILITY INSURANCE

Without limiting the Association's indemnification, the Association shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the term of this Agreement a policy of comprehensive general liability insurance and shall furnish a copy of the Liability Insurance policy to the Risk Manager before execution of this Agreement by the City. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the policy shall:

- (a) Include an endorsement naming the City and the West Covina Unified School District, their officers, agents, employees, volunteers and attorneys as the insured or named as an additional insured;
- (b) Insure the City and its officers, attorneys, employees, volunteers and agents while acting within the scope of their duties under this Agreement against all claims arising out of, or in connection with this Agreement;
- (c) Provide a combined single limit policy for both personal injury and property damage in the amount of \$1 million, which will be considered equivalent to the required minimum limits.

Such insurance shall be primary as to City.

- (d) Bear an endorsement or shall have attached a rider providing that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City shall be notified by certified mail, postage prepaid, return receipt requested, not less than thirty (30) days before such expiration or cancellation is effective.

Workers' Compensation Insurance

Before execution of this Agreement by the City, the Association shall file with the Public Works Department the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Association shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Department before execution of this Agreement by the City. The City, its attorneys, agents, officers and employees shall not be responsible for any claims in law or equity occasioned by the failure of Association to comply with this section.

Every compensation insurance policy shall bear an endorsement or shall have attached a rider providing that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City shall be notified by registered mail, postage prepaid, return receipt requested, giving the Association a sufficient time to comply with applicable law, but in no event less than thirty (30) days before expiration or cancellation is effective.

Failure to maintain any such Insurance shall automatically constitute a default hereunder. In such event, City may obtain the necessary insurance and add such costs to those recovered under Section 27.

31. INDEMNIFICATION CLAUSE

Association shall indemnify, defend, protect and hold City, its agents, officers, employees, volunteers and attorneys harmless from and against any damages, claims, loss, demand, liability or expense, including but not limited to reasonable attorneys' fees with counsel acceptable to City, court costs, and necessary disbursements for

any damages whatsoever, including but not limited to, bodily injury, death, or injury to property, arising or alleged to arise from any act or omission of Association, its agents, officers, or employees in the performance or non-performance of this Agreement.

32. PLAYER RELEASE FORMS

Association shall not permit any individual to participate in any activity on the Facility without first having completed a release form, such release forms shall be approved by City in advance.

33. CONTROL OF FACILITY

If necessary for the health, welfare or safety of the general public, or as a result of the suspension or termination of this Agreement, Human Services Director shall have the right to enter the Facility and take possession thereof immediately.

34. MAILING LIST

Association shall, during the term of this Agreement, maintain City on Association's regular mailing list for all correspondence which is generally sent out to teams. This shall include all team schedules and any correspondence dealing with the operation of the Facility. All correspondence shall be addressed to: Human Services Department, P. O. Box 1440, West Covina, CA 91793, Attention: Human Services Director.

35. INDEPENDENT CONTRACTOR

It is understood and agreed to that in the performance of the work and services agreed to be performed by Association, Association shall act and be an independent contractor and not an agent or employee of City, and as an independent contractor, shall obtain no rights to retirement benefits, or other benefits which accrue to City's employees, and Association hereby expressly waives any claim it may have to any such rights.

36. COMPLIANCE WITH LAW

Association shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

37. NO WAIVER OF CONDITIONS

No waiver of any conditions of performance under this Agreement shall be construed as waiver of any other condition of performance under this Agreement or as a continuing waiver of that condition. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and Association.

38. FAMILIARITY WITH WORK

By executing this Agreement, Association warrants that: (1) it has thoroughly investigated and considered the work to be performed; (2) it has investigated the site of the work and fully acquainted itself with the conditions there existing; (3) it has carefully considered how the work should be performed; and (4) it fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement. Should Association discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City of such fact and shall not proceed, except at Association's risk, until written instructions are received from City.

39. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

40. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT

This experience, knowledge, capability, and reputation of Association, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, Association shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. If Association is permitted to subcontract any part of this Agreement, Association shall be as fully responsible to City for the acts and omissions of his subcontractor as it is for the acts and omissions of persons directly employed by itself. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and City. Association shall require every subcontractor to be bound by the terms of this Agreement as applicable to his work.

41. MODIFICATION

This Agreement constitutes the entire agreement between the parties, and supersedes and rescinds the Cooperative Agreement for Construction Activities dated February 2, 1995. This Agreement may be modified only by subsequent mutual written agreement executed by City and Association.

42. CALIFORNIA LAW

This Agreement shall be construed in accordance with the laws of the State of California.

43. INTERPRETATION

This Agreement shall be interpreted as though prepared by both parties. It may be executed in counterparts.

44. ENTIRE AGREEMENT

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 12 and Attachments A, B, and C, which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

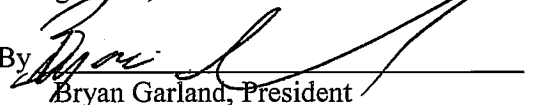
City of West Covina

By  _____
Steve Herfert, Mayor

ATTEST:

 _____
City Clerk

California Street Hockey Association
Orangewood, Inc.

By  _____
Bryan Garland, President

By Gilbert Morrison II
Gilbert Morrison II, Vice President
Vice President/Secretary

APPROVED AS TO FORM:

Elizabeth H. Dixon
City Attorney