



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

April 04, 2017

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

31

April 4, 2017

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF TWO AGREEMENTS FOR THE
MAINTENANCE AND OPERATION OF THE
WHITTIER NARROWS EQUESTRIAN CENTER AND
THE FRANK G. BONELLI EQUESTRIAN CENTER
(SUPERVISORIAL DISTRICT 1 AND 5) (3 VOTES)**

SUBJECT

The recommended action will award a 10-year agreement effective May 1, 2017, to Hacienda Sosegado, LLC, for the operation and maintenance of the Whittier Narrows Equestrian Center, located at the Whittier Narrows Recreation Area, and a 10-year agreement effective May 1, 2017, to Deidre Stephens, for the operation and maintenance of the Frank G. Bonelli Equestrian Center, located within Frank G. Bonelli Regional Park. The recommended action will ensure that the facilities remain open and available to the public.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the attached agreements is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the agreements.
2. Approve and authorize the Director of the Department of Parks and Recreation to execute a 10-year initial term of the agreement with Hacienda Sosegado, LLC, for the operation and maintenance of the Whittier Narrows Equestrian Center. The agreement would result in a minimum annual amount of \$19,200, for a total of \$192,000, in rent revenue to the Department of Parks and Recreation's Operating Budget, over the initial 10-year term of the agreement.

3. Approve and authorize the Director of the Department of Parks and Recreation to execute an additional two (2) 5-year renewal options with Hacienda Sosegado, LLC, for the operation and maintenance of the Whittier Narrows Equestrian Center.

4. Approve and authorize the Director of the Department of Parks and Recreation to execute a 10-year agreement with Deidre Stephens for the operation and maintenance of the Frank G. Bonelli Equestrian Center. The agreement would result in a minimum annual amount of \$18,000, for a total of \$180,000, in rent revenue to the Department of Parks and Recreation's Operating Budget over the initial 10-year term of the agreement.

5. Approve and authorize the Director of the Department of Parks and Recreation to exercise one (1) 5-year renewal option with Deidre Stephens for the operation and maintenance of the Frank G. Bonelli Equestrian Center.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Whittier Narrows Recreation Area is a 1,492-acre park located in the City of South El Monte. The park is located on both sides of the Pomona Freeway at Rosemead Boulevard and Santa Anita Avenue. The Whittier Narrows Equestrian Center (WNEC) is situated on approximately 20.5 acres of property owned by the United States Army Corps of Engineers (USACOE) and operated by the County of Los Angeles Department of Parks and Recreation (Department) through a lease agreement which expires on May 31, 2036. The WNEC can accommodate a maximum of 180 horses; containing 200 stalls, five (5) wash racks, five (5) arenas, five (5) round pens, a hay storage shed and hitching posts.

The Frank G. Bonelli Equestrian Center (BEC) is located within Frank G. Bonelli Regional Park. The 1,800-acre park features a 250-acre lake with 14 miles of multi-use trails. The park is located in the City of San Dimas, off the 57 Freeway at Via Verde Drive. BEC can accommodate a maximum of 125 horses; containing 62 stalls, three (3) wash racks, one (1) large arena, two (2) round pens, a hay storage shed and hitching posts.

Approval of the recommended actions will allow the WNEC and BEC to remain open, for continued and uninterrupted service to the public, by awarding 10-year agreements (Attachment I and II) with Hacienda Sosegado, LLC (Hacienda Sosegado) and Deidre Stephens. The equestrian centers are currently operated through Director's agreements, with private operators, which will expire on April 30, 2017.

Implementation of Strategic Plan Goals

The proposed agreements will further the County's Strategic Plan Goals to Foster Vibrant and Resilient Communities by supporting the wellness of our Communities (Goal II), and Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability (Goal III).

FISCAL IMPACT/FINANCING

Pursuant to the terms of the agreements at WNEC, Hacienda Sosegado will pay a monthly amount equal to the greater of: 1) the minimum rent of \$1,600 per month or 2) eight percent (8%) of the total gross receipts; and will assume responsibility for payment of all utilities needed for servicing the WNEC, with the exception of electricity. Commencing on the 11th year of the Agreement and should

the Director exercise the option periods, Hacienda Sosegado will increase the monthly amount to nine percent (9%) for the first 5-year option and to ten percent (10%) for the second 5-year option; and shall be solely responsible for providing and paying for all utilities, including water and electricity.

At BEC, Deidre Stephens will pay a monthly amount equal to the greater of: 1) the minimum rent of \$1,500 per month or 2) ten percent (10%) of the total gross receipts; and in addition to the monthly rent will be responsible for a flat fee of \$500 for water and electricity utilities. Commencing on the 11th year of the Agreement and should the Director exercise the option period, the monthly rent and flat fee for utilities will remain the same.

Operating Budget Impact

Based on the terms of the recommended agreement, the Department's Operating Budget will realize the following estimated rent revenues: \$19,200 annually from the WNEC agreement or a total of \$192,000 over the recommended 10-year term; and \$18,000 annually from the BEC agreement or a total of \$180,000 over the recommended 10-year term. The Department also anticipates water cost savings of approximately \$26,000 in its Operating Budget since the water cost at the WNEC will become the responsibility of the concessionaire. Sufficient revenue is budgeted in the Department's Operating Budget for the annual estimated rent revenues. The Department will utilize the anticipated water cost savings to offset water cost increases in various park facilities due to rate increases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to lease County parks and recreation real property for the provision of services and property improvements that are consistent with public park and recreation purposes. The proposed agreements are consistent with said purposes.

The agreements contain terms and conditions supporting the Board's ordinances, policies, and programs, including but not limited to: Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Defaulted Property Tax Reduction Program, Los Angeles County Code 2.206; compliance with the County's smoking ban ordinance, Los Angeles County Code Title 17, Sections 17.04.185 through 17.04.650; compliance with the County's policy on restricting its purchase and use of Expanded Polystyrene containers; participation in the County's Artificial Trans Fat Reduction Program; Compliance with the County's Zero Tolerance Policy on Human Trafficking, and the standard Board-directed clauses that provide for contract termination or renegotiation.

Hacienda Sosegado and Deidre Stephens have executed the attached agreements (Attachment I and II) and will provide the required insurance policies prior to the start of the agreements naming the County of Los Angeles as additional insured.

County Counsel has approved the agreements as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the agreements is categorically exempt from the California Environmental Quality Act (CEQA). The agreements, which permit Hacienda Sosegado for the operation and maintenance of WNEC, for a 10-year initial term with two (2) 5-year options and Deidre Stephens for the operation and maintenance of BEC, for a 10-year initial term with one (1) 5-year option, are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the agreements consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of capacity.

CONTRACTING PROCESS

WNEC

On October 25, 2016, the Department issued a Request For Proposal (RFP) for the operation and maintenance of the WNEC by posting the RFP on the County's "Doing Business with Us" website. The website included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this solicitation. In addition, the Department sent an email notification to known equestrian operators who may be interested in submitting a proposal for this RFP.

On November 10, 2016, a non-mandatory Proposers Conference was held and four (4) potential proposers attended. A non-mandatory facility walk-through of the facility followed the conference.

On December 1, 2016, the Department received two (2) proposals. The proposals were reviewed by the Department's staff to ensure compliance with mandatory minimum requirements outlined in the RFP. One of the proposals was deemed to be unresponsive and was disqualified from further review. However, the one remaining responsive proposal was evaluated to ensure all the mandatory minimum requirements were met.

The Evaluation Committee consisted of three (3) Department employees. The Evaluation Committee reviewed the responsive proposal for business experience, qualifications, staffing plan requirements, quality control plan and the ability to accomplish the required operation and maintenance of the equestrian center.

Based on the evaluation of the proposals, it is recommended that the Agreement for the operation and maintenance of the WNEC be awarded to the highest-rated, most responsive, and responsible proposer as recommended above.

It is recommended that the agreement for these services be awarded to Hacienda Sosegado.

BEC

On August 22, 2016, the Department issued an RFP for the operation and maintenance of the BEC by posting the RFP on the County's "Doing Business with Us" website. The website included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this solicitation. In addition, the Department sent an email notification to known equestrian operators who may be interested in submitting a proposal for this RFP.

On September 8, 2016, a non-mandatory Proposers Conference was held and seven (7) potential proposers attended. A non-mandatory facility walk-through of the facility followed the conference.

On September 29, 2016, the Department received three (3) proposals. The proposals were reviewed by the Department's staff to ensure compliance with mandatory minimum requirements outlined in the RFP. One of the proposals was deemed to be unresponsive and was disqualified from further review. However, the two (2) remaining responsive proposals were evaluated to ensure all the mandatory minimum requirements were met.

The Evaluation Committee consisted of three (3) Department employees. The Evaluation Committee reviewed the responsive proposals for business experience, qualifications, staffing plan requirements, quality control plan and the ability to accomplish the required operation and maintenance of the equestrian center.

Based on the evaluation of the proposals, it is recommended that the agreement for the operation and maintenance of BEC be awarded to the highest-rated, most responsive, and responsible proposer as recommended above.

It is recommended that the agreement for these services be awarded to Deidre Stephens.

It should be noted that upon final analysis and award, Hacienda Sosegado and Deidre Stephens were selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current public services.

CONCLUSION

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

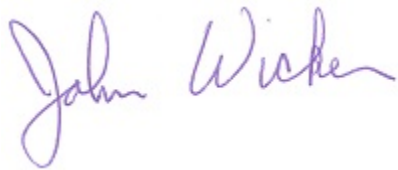
Should you have any questions please contact Sandra Salazar at (626) 821-4660 or ssalazar@parks.lacounty.gov, Rita Robinson at (626) 821-4600 or rrobinson@parks.lacounty.gov, Nicole Melkonian at (213) 738-2986 or nmelkonian@parks.lacounty.gov or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

4/4/2017

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Respectfully submitted,



JOHN WICKER

Director

JOHN WICKER

Director

JW:NEG:RM:RR

SS:MT:BS:rc

Enclosures

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



**AGREEMENT
BY AND BETWEEN**

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

HACIENDA SOSEGADO, LLC

FOR

**THE MAINTENANCE AND OPERATION OF
THE WHITTIER NARROWS RECREATION AREA
EQUESTRIAN CENTER**

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**AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
HACIENDA SOSEGADO
FOR THE MAINTENANCE AND OPERATION AGREEMENT OF
WHITTIER NARROWS EQUESTRIAN CENTER**

This Agreement, made and entered into this _____ day of _____ 2017, by and between the County of Los Angeles, hereinafter referred to as "County" and Hacienda Sosegado, LLC, hereinafter referred to as "Concessionaire".

RECITALS

WHEREAS, County is authorized by the provision of Government Code Section 25907 to lease and sublease recreation lands for concessions and services that are consistent with public park and recreation purposes; and

WHEREAS, a Concession Agreement for the maintenance and operation of an equestrian center is consistent with said purpose; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed therefor; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, B-1, C, D, E, F, G, H, I, J, K, L, M, N, O, and P are attached hereto and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Agreement and then to the Exhibits according to the following priority:

- 1.1** EXHIBIT A Equestrian Center/Site Plan
- 1.2** EXHIBIT B Whittier Narrows Equestrian Center General Maintenance Guidelines
- 1.3** EXHIBIT B-1 List of Chemicals
- 1.3** EXHIBIT C Concessionaire's Equal Employment Opportunity Certification
- 1.4** EXHIBIT D Certification of Compliance with County's Defaulted Property Tax Reduction Program
- 1.5** EXHIBIT E Department of Treasury Internal Revenue Service Notice 1015
- 1.6** EXHIBIT F Safely Surrendered Baby Law
- 1.7** EXHIBIT G Artificial Trans Fat Reduction Program
- 1.8** EXHIBIT H Smoking Ban Ordinance
- 1.9** EXHIBIT I Green Initiative Certification Form
- 1.10** EXHIBIT J Vending Machine Nutrition Policy
- 1.11** EXHIBIT K Evaluation Report
- 1.12** EXHIBIT L Best Management Practices for Equestrian and Stable Facilities
- 1.13** EXHIBIT M Monthly revenue statement
- 1.14** EXHIBIT N Tack Sheds
- 1.15** EXHIBIT O Performance Requirements Summary

1.16 EXHIBIT P List of Prices

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to paragraph [6.0, Change Notices and Amendments](#).

2.0 DEFINITIONS

The headings herein contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision thereof. The following words as used herein in this Agreement shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.1 Agreement:** Agreement executed between County and Concessionaire. It sets forth the terms and conditions for the issuance and performance of services.
- 2.2 Agreement Year:** The 365 day period commencing on _____, 2017, which date shall become the effective date of this Agreement and each following 365 day period thereafter throughout the term of this Agreement.
- 2.3 Annual Plan:** A written document providing background information about the organization, business goals, marketing strategy and financial background, which shall be updated and/or revised, no later than 120 days prior to the start of each calendar year.
- 2.4 Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.5 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles.
- 2.6 Whittier Narrows Equestrian Center:** Whittier Narrows Recreation Area, Equestrian Center.

- 2.7 Building:** Any structure that is designed or intended for support, enclosure, shelter or protection of a person, animal, or property, having roof or roof covering.
- 2.8 Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.
- 2.9 County:** The County of Los Angeles.
- 2.10 Concessionaire:** The sole proprietor, partnership, corporation, non-profit, or other person or entity that has entered into this Agreement with the County having responsibility to manage, and operate the Equestrian Center.
- 2.11 Concessionaire's Operations Manager:** The individual designated by the Concessionaire to administer the Agreement after the agreement award.
- 2.12 County Contract Compliance:** Staff with responsibility to oversee the compliance of the Agreement and the Concessionaire's adherence to said Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Concessionaire.
- 2.13 Day(s):** Calendar day(s) unless otherwise specified.
- 2.14 Department:** The County of Los Angeles Department of Parks and Recreation or an authorized representative thereof acting on behalf of the County for matters relating to this Agreement.
- 2.15 Director:** The Director of the Los Angeles County Department of Parks and Recreation, or an authorized representative thereof.
- 2.16 Equestrian Center:** The demised premises as shown in Exhibit A.
- 2.17 Gross Receipts:**
- a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be all money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by the Concessionaire and/or all the assignees, sub-concessionaires, lessee, Concessionaire, permittees or Concessionaire's thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted or

performed in whole or in part, on the Equestrian Center, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise.

- b. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes, and bone fide bad debts.
 - c. Except as specifically provided below gross receipts reported by Concessionaire and its sub-concessionaires, assignees, Concessionaire, contractors and permittees, must include the full usual charges for any services, goods, rentals or facilities provided by Concessionaire or its sub-concessionaires, assignees, Concessionaire, contractor's or permittees. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Concessionaire such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Concessionaire to a governmental agency accompanied by a tax return statement.
 - d. The Director, by written policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.
- 2.18 Gross Sales Price:** The total consideration resulting from the transfer of Concessionaire's interest in the Equestrian Center, whether whole or in part, determined by the total cash payments, whether paid or due, and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.
- 2.19 Improvements:** Any and all buildings, structures, and other improvements, which may at any time be erected, on or affixed to the Property, during the term of this Agreement. The term "Improvements" also includes, but is not limited to, apparatus affixed or attached to any of the buildings now or

hereafter constructed on the property; all components of the heating, ventilation and air condition equipment located within any building; all components of the plumbing, water systems, cleaning systems, security, infrastructure; and landscaping and irrigation system. A permanent addition to, or betterment of, real property that enhances the Equestrian Center's capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable, as distinguished from ordinary repairs. The term "improvements" specifically excludes Concessionaire's equipment not affixed to the property.

- 2.20 Park:** Whittier Narrows Recreation Area where the Equestrian Center is located.
- 2.21 Park Superintendent:** County staff, located on site at the Park where the Equestrian Center is located, responsible for the general operation and maintenance of the park.
- 2.22 State:** The State of California.
- 2.23 Structure:** Anything constructed or erected with a fixed locations on the ground. Among other things, structures include buildings, mobile homes (manufactured homes), walls, fences, billboards, and poster panels.
- 2.24 Trade Fixture:** Those removable items brought onto the Equestrian Center by the Concessionaire for the operation of the Equestrian Center, not affixed to the property, and removable by the Concessionaire at the expiration of the Agreement. They are distinguished from improvements to real property which must be left intact when the Concessionaire vacates the premises.
- 2.25 Use Granted:** The privilege of engaging in the commercial activities authorized herein on the public property designated therefor.

3.0 USE GRANTED

- 3.1** Concessionaire is hereby authorized and required to operate and maintain the Equestrian Center as described in Exhibit B, General Maintenance Guidelines.
- 3.2 The operation and maintenance of the Equestrian Center by Concessionaire must include the following:**

1. Provide year round boarding facilities for horses, which includes feeding, care, and tack shed;
2. Provide a minimum 15 Horse Rental String, (for trail rides) on a daily basis;
3. Provide quarterly recreational activities approved in advance by the Department in writing (e.g., Horse drawn hay/carriage rides, horse care/health clinics/workshop, etc.);
4. Equestrian Lessons;
5. Organized trail rides (e.g., dusk rides, holiday themed rides, etc.);
6. Community Partnership Events (e.g., Boy/Girl Scouts, non-profit organizations, etc.);
7. Day Camps;
8. Collection of revenue generated from boarding facilities for horses; and
9. Responsible for paying all related operating business expenses for the operation and maintenance of the Equestrian Center which include, but are not limited to, feed for horses and general facility maintenance responsibilities.

3.3 Concessionaire is hereby authorized to conduct the following activities:

1. Temporary boarding of horses;
2. Other Equestrian related activities, such as, but not limited to:
 - a. Lessons
3. Horse trailer storage;
4. Sell horses, equestrian clothing, equipment, and other related merchandise;
5. Rent and repair equestrian equipment;
6. Sell pre-packaged food and non-alcoholic beverages pursuant to any applicable permits and/or licenses; and
7. Collection of revenue generated from all equestrian activities.

- 3.4** The services provided by Concessionaire shall be exclusive within the confines of the Equestrian Center as shown in Exhibit A.
- 3.5** The Concessionaire is responsible for complying with the County's zoning and land use regulations as required by the County Department of Regional Planning for any business license, permit, and General Plan consistency review necessary to operate and maintain the Equestrian Center.
- 3.6** Concessionaire acknowledges personal inspection of the Equestrian Center and surrounding areas and evaluation of the extent to which the physical condition thereof will affect the intended use. Concessionaire accepts Equestrian Center in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.
- 3.7** Concessionaire understands and agrees that this Agreement is by license; and confers only permission to occupy and use the Equestrian Center described for the prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the Equestrian Center by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the Equestrian Center for the use granted herein.
- 3.8** DEPARTMENT USE OF EQUESTRIAN CENTER
- Notwithstanding Paragraph [15.5, Days and Hours of Operation](#), of this Agreement, the Department reserves the right to schedule the use of the Equestrian Center for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with Concessionaire. County shall be responsible for repairing any damage, except for normal wear and tear, to the Equestrian Center while conducting said County activities.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be for a period of 10 years with a two five (5) year renewal option periods, which may be exercised at Director's sole discretion, commencing on **May 1, 2017**, unless terminated sooner, in whole or in part, as provided for in this Agreement.

5.0 DEMISED PREMISES

- 5.1 The use granted shall be conducted within the Equestrian Center, as shown on the attached Exhibit A, attached hereinafter and incorporated herein by reference.
- 5.2 The Equestrian Center shall be used only and exclusively for the purposes authorized herein and only such other purposes as are related thereto, provided express prior written approval therefore is granted by the Director, and for no other purposes whatsoever.
- 5.3 Any improvements, additions, alterations, or changes to the Equestrian Center shall become the property of the County; and shall be subject to **prior written approval** by the Director; securing of applicable permits by Concessionaire; and compliance with such terms and conditions as may be imposed by the Director. All construction shall be at the Concessionaire's sole expense.
- 5.4 Concessionaire hereby acknowledges the title of the County, and/or any other public agencies having jurisdiction thereover, in and to the Equestrian Center and the improvements located thereon, and covenants, and agrees never to assail, contest or resist said title.
- 5.5 **Ownership of Improvements:** Ownership of all structures, buildings or improvements constructed by Concessionaire upon the Equestrian Center and all alterations, additions or betterments thereto, **shall become the property of the County** without compensation being paid therefore, subject to the rights granted to the Concessionaire hereinabove, upon termination of the Agreement, whether by expiration of the term, cancellation, forfeiture or otherwise. The Director, in his sole discretion, may require the

Concessionaire remove at Concessionaire's sole expense said structures, buildings, improvements, alterations, additions, or betterment's, upon written notice ninety (90) days prior to the date of termination of this Agreement. Should Concessionaire fail to remove said structures, buildings and improvements, same may be sold, removed or demolished by the County, Concessionaire shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

6.0 CHANGE NOTICES AND AMENDMENTS

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

6.1 Notwithstanding the above, this Agreement may be amended only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by the Board.

7.0 CONSIDERATION

7.1 MONTHLY RENT

In consideration for the use granted herein, during the initial term of the Agreement, Concessionaire shall pay the County a monthly amount equal to the greater of: 1) the monthly minimum of One Thousand Six Hundred Dollars (\$1,600); **or** 2) the sum of eight percent (8%) of the total monthly gross receipts received from authorized activities; and, during the renewal option terms the Concessionaire shall pay the County a monthly amount equal to the greater of: 1) the monthly minimum of One Thousand Six Hundred Dollars (\$1,600); **or** 2) the sum of nine percent (9%) during the first renewal option term and ten percent (10%) during the second renewal option

term of the total monthly gross receipts received from the following authorized activities:

- Year round Boarding of horses
- Temporary Boarding of horses
- Horse Rental
- Horse Training and Riding Lessons
- Lessons and Instructions
- Horse Clinics and Camps
- Horse Sales
- Horse Trailer Storage
- Sale of Equestrian Related Merchandise
- Repair and/or Rental of Equestrian Related Equipment
- Sale of Prepackaged Food and Non-Alcoholic Beverages
- Other services as approved by the Director

7.2 NEW ACTIVITY PERCENTAGE

In regard to a particular activity not otherwise provided for herein, prior to the start of said activity, the Director at his sole option, may authorize said activity in writing and establish a fixed fee as payment for the privilege of engaging therein. Said fee shall not be less than eight percent (8%) of the actual proceeds. The actual amount shall be set by the Director and shall be in accordance with the revenues generated.

7.3 CAPITAL IMPROVEMENT FUND

The County shall establish an interest-bearing Capital Improvement Fund (CIF) for the Equestrian Center. The CIF shall name, and be administered by the County as the sole trustee in order to provide for continued funding for capital improvement projects at the Equestrian Center. The County shall deposit twenty percent (20%) of the Concessionaire's monthly rent payments in the CIF. The distribution of monies deposited and any interest earned thereon shall be: a) used exclusively at the Equestrian Center, and b) disbursed at the sole discretion of the Director. **At the expiration of the**

Agreement, or earlier termination of the Agreement, all monies in the CIF shall be retained by the County.

7.4 PAYMENT

7.4.1 Rent payment shall be made by the Concessionaire to the Department on or before the fifteenth (15th) day of the calendar month, following each month of the term of this Agreement. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. However, Concessionaire shall incur and hereby agrees to pay, a \$100 service fee for any check that is returned due to non-sufficient funds. A late payment charge of ten percent (10%) of the rent due to the County per month shall be added to any late payment received on a compound basis. However, the late payment charge herein provided may be waived, whenever the Director finds the late payment excusable by reason of extenuating circumstances, provided that such a waiver is granted no more than four (4) times during the term of this Agreement, including any option term of this Agreement. At no time during the term of this Agreement shall the County be obligated to notify the Concessionaire of the accumulation of late payment charges.

8.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Concessionaire shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Concessionaire shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Concessionaire agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements,

cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, appropriate documentation for voided transactions (including approval for the void), and proprietary data and information, shall be kept and maintained by the Concessionaire and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Concessionaire shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.1.1 Failure on the part of the Concessionaire to comply with any of the provisions of this Subparagraph 8.1 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.2 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Concessionaire regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Concessionaire, then the difference shall be either: a) repaid by the Concessionaire to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts

due to the Concessionaire from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Concessionaire, then the difference shall be paid to the Concessionaire by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.3 In addition to the above, the Concessionaire agrees, should the County or its authorized representative determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Concessionaire's records (including, certain records related to non-County contracts) to enable the County to evaluate the Concessionaire's compliance with this Agreement, that the Concessionaire shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Concessionaire's non-County contracts.

8.4 If the County notifies the Concessionaire that the Concessionaire did/does not, to the reasonable satisfaction of the County 1) adequately maintain the documents required under Section 8.0 of this Agreement, and/or 2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions that would not be prevented and/or detected in the normal course of business, and/or 3) if the County is not able to reasonably determine whether the Concessionaire reported and paid the correct amount due to the County under this Agreement, then the County will assess penalties specified in this section upon the Concessionaire.

8.4.1 The parties hereby agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to meet the requirements of this section of this Agreement, and that a reasonable estimate of such damages shall

range from 1) 10% to 20% of the total gross receipts for the period of time that the County determines the Concessionaire did not meet the requirements under this section of this Agreement, and/or 2) termination of this Agreement, determined at the sole discretion of the County.

- 8.5** In the event the County hires an Independent Certified Public Accounting firm (CPA) to perform an audit of the Concessionaire's gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Concessionaire, the CPA is unable to issue an unqualified opinion as to gross receipts for the Concessionaire, the CPA may employ alternative methods to impute rent for the period of inadequate records and calculate rent due. The CPA (or the County) may use the Concessionaire's gross receipts last audited (in which an unqualified audit opinion was expressed), inflated by the Consumer Price Index for All Urban Consumers for the Los Angeles, Riverside, and Orange County areas. Interest/late fees may also be separately applied. In addition, the County may require the Concessionaire to pay for the cost of the CPA's audit.
- 8.6** In the event the County and/or a CPA firm concludes that the Concessionaire under-reported Gross Receipts to the County, and that under-reporting is equal to or greater than five percent (5%) of the total amount which should have been paid, as determined by such review or audit and observation, and there being no reasonable basis for the failure to report it, the Concessionaire shall pay for the cost of the CPA's audit and/or the County's review (including County costs associated with the CPA's audit, such as monitoring the audit, etc.) as determined by the County and pay any penalty heretofore provided for the delinquent payments.
- 8.7** Concessionaire shall at all times during this Agreement period and for five (5) years after the termination/expiration of this Agreement, keep, or cause to be kept, locally, to the reasonable satisfaction of the County true, accurate, and complete records for all accounting years covered by this Agreement. Records will show all transactions relative to the conduct of operations, and be supported by data of original entry. Records shall detail transactions

conducted on or from the Equestrian Center separate and apart from those in connection with Concessionaire's other business operations, if any.

- 8.8** All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip. Cash registers shall have locked in sales totals and transaction counters that constantly accumulate and cannot be reset, and issue a tape (or other equivalent security mechanism) that imprints sequential transaction numbers and sales details. Beginning and ending cash register readings shall be made a matter of daily record. Signs shall be visibly posted near all cash registers requesting the payer to ask the cashier for a receipt and, if possible, the sign should include a sample of the appropriate receipt.
- 8.9** Concessionaire shall furnish the Director with a monthly gross receipts report showing Concessionaire's monthly gross receipts and the amount payable there from to the County. Such report shall accompany each monthly payment required to be made as provided herein. The monthly reporting period shall be by calendar month rather than monthly anniversary date of the effective date of this Agreement. In addition thereto, Concessionaire shall furnish an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the County. The annual profit and loss statement shall be submitted to the Department within sixty (60) days of the close of the calendar year.
- 8.10** Concessionaire shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Concessionaire in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by the Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents:
- 8.10.1** Regular books of accounting such as general ledgers;
 - 8.10.2** Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;

- 8.10.3** State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;
- 8.10.4** Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);
- 8.10.5** Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.

9.0 ANNUAL PLAN

9.1 PREPARATION AND APPROVAL

- 9.1.1** The Concessionaire shall submit an annual operating business plan (Annual Plan) for review and approval to the Department prior to the execution of this Agreement. Thereafter, the Concessionaire shall submit to the Director the Annual Plan for approval no later than 120 days prior to the close of each Operating Year. The Annual Plan shall include a monthly operating budget containing bona fide good faith estimates of all expenses for the next Operating Year, including expenditures for: a) property operation and maintenance; b) repairs, replacements, and alterations which do not constitute Capital Improvements; c) furnishings, equipment, and operating inventory; d) employee salaries; e) advertising, sales and business promotion; and f) a safety plan. The Annual Plan shall also include the maintenance, marketing, and business plans for the gross receipts for the next Operating Year.
- 9.1.2** The Director shall review and approve each Annual Plan submitted by the Concessionaire and shall work with the Concessionaire to develop an Annual Plan. In the event that the Director does not approve the Annual Plan, the Concessionaire shall continue to operate and manage the Equestrian Center using the Annual Plan from the previous Operating Year.

10.0 REQUIRED RECREATIONAL SERVICES

Concessionaire shall be required to offer the following services, in addition to horse boarding:

- Minimum 15 Horse Rental String, (for Trail Rides);
- Horse care/health clinics/workshop, etc;
- Equestrian Lessons;
- Organized Trail rides (e.g., dusk rides, holiday themed rides, etc.);
- Community Partnership Events (e.g., Boy/Girl Scouts, non-profit organizations, etc.);
- Day Camps; and
- Seasonal day camps/after school activities and lessons.

11.0 DEVELOPMENTS AND IMPROVEMENTS

Concessionaire shall abide by all provisions herein described for any developments, improvements, refurbishment work, and any new proposed activities.

11.1 APPROVALS

Any proposed development and/or improvement undertaken by the Concessionaire, including, but not limited to construction of utilities, landscape planting, upgrades and development of plumbing systems, replanting or removal, irrigation, site improvements such as paths, walkways, ADA paths of travel, benches, lighting, parking lots, railings, demolition, relocation or replication of existing structures, and construction of new structures, shall have the prior written approval of the Director. Notice of a proposed improvement project(s) shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, cost estimate, timeframe and proposed funding for the project. For the operation of the facility or any proposed development and/or improvement, Concessionaire must also have the approval of the County of Los Angeles Department of Regional Planning to ensure Concessionaire's compliance with all applicable land and use regulations. Among other things, a site plan, drawn to scale, of the facility with all existing and/or proposed improvements must be created and

submitted by the Concessionaire as required by the County of Los Angeles Department of Regional Planning for any business license, permit, or General Plan consistency review.

11.2 FUNDING

All funds for the costs of any development, improvement, inclusive of costs of performance and payment bonds and the costs of any permits, shall be solely the responsibility of the Concessionaire.

11.3 PLAN PREPARATION

11.3.1 The Concessionaire shall ensure that all development and improvement plans are prepared by qualified professionals such as architects, engineers, and landscape architects who are licensed by the State of California and are approved in advance by the Director. In addition, the Concessionaire shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director.

11.3.2 For projects requiring the issuance of a permit, Concessionaire shall prepare and submit two (2) sets of a preliminary design for review and approval by the Director. Within forty-five (45) days following approval of the preliminary design by the Director, Concessionaire shall prepare and submit three (3) sets of working drawings for review and approval: two (2) sets shall be submitted to the Director and one set shall be submitted to the Building Official. Should the Building Official require Concessionaire to make changes to the plans, Concessionaire shall make necessary changes and re-submit the plans to the Building Official as soon as possible, however, no later than 30 days from receipt of the plans. Upon approval thereof, said working drawings shall be incorporated herein by reference. Elements included in the approved design development shall not be subsequently disapproved in review of the working drawings. Concessionaire shall, within 30 days after approval of the working

drawings as provided herein, and causing the posting of the construction site with a notice of non-responsibility of County for payment for the works of improvement, commence construction of the above-described developments and improvements and shall diligently prosecute and complete same.

11.4 DIRECTOR'S APPROVAL

For projects requiring the issuance of a building permit, Concessionaire shall forward copies of all draft agreements between Concessionaire and the Concessionaire's architects and engineers, for Director's approval.

11.5 ENVIRONMENTAL IMPACTS

The Concessionaire shall coordinate environmental impact issues with the Director in compliance with the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), and shall receive written approvals and authorizations from Director. The Concessionaire shall, however, maintain full responsibility for implementing all CEQA, EIR and related requirements.

11.6 CONSTRUCTION MANAGEMENT

The Concessionaire and/or its construction manager shall maintain responsibility for conducting regularly scheduled site inspections and job meetings and shall notify the Director of same. Documentation of these meetings shall be maintained by the Concessionaire and be available for review by Department staff.

11.7 COMPLETION OF IMPROVEMENTS

The improvements requiring the issuance of a permit shall be deemed to be complete upon acceptance of the improvements by the County Building Official as evidenced by the issuance of a certificate of occupancy and completion of punch list items. Upon completion of Improvements, the Concessionaire must provide the County evidence of completion (e.g. applicable copies of permit(s), final site inspection clearance(s), etc.).

11.8 PLANS OF RECORD

Upon completion of the improvements, Concessionaire shall furnish the Director with one (1) complete set of "plans of record" working drawings; one (1) complete set of "plans of record" working drawings in AutoCADD and on CD (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for all building equipment and systems; and copies of all written warranties. Concessionaire shall assign to County all expressed warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement upon termination of this Agreement by expiration of term or cancellation.

11.9 PERFORMANCE SECURITY REQUIREMENTS

- 11.9.1 Prior to the beginning of construction, Concessionaire shall require its contractor to file surety bonds with the Concessionaire and the County if required in the amounts and for the purposes noted below. All bonds shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular 570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto (see www.fms.treas.gov/c570/).
- 11.9.2 Each bond shall be signed by the Concessionaire (as Principal) and Surety.
- 11.9.3 The Concessionaire shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the construction price to assure the payment of claims of material men supplying materials to Concessionaire, subcontractors, mechanics, and laborers employed by the Concessionaire on the Project, and the second in the sum of not less than 100% of the Project cost to assure the faithful performance of the Agreement.

- a. The “Materials and Labor Bond” (or “Payment Bond”) shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the Project. This bond shall be maintained by the Concessionaire in full force and effect until the Project is completed and accepted by the County, and until all claims for materials, labor and subcontracts are paid.
- b. The “Bond for Faithful Performance” shall be so conditioned as to assure the faithful performance by the Concessionaire of all work under this Agreement, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the County, that all materials and workmanship supplied by the Concessionaire will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of Acceptance of the Work by the County, the Contractor shall, at the Concessionaire’s own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the County do so, and to the approval of the Department. This bond shall be maintained by the Concessionaire in full force and effect during the performance of the Agreement and for a period of one year after acceptance of the work by the County

11.9.4 Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the County, said Concessionaire shall replace said bond or bonds with good and sufficient sureties within 10 days after receiving notice from the County that the surety or sureties are insufficient or unsatisfactory.

11.10 PREVAILING WAGES

The Concessionaire agrees that all artisans, mechanics, and laborers employed by its contractor to perform the work on the project shall receive at least prevailing wages and fringe benefits of the building trades department

for corresponding classes of artisans, mechanics, and laborers for the Los Angeles County Area. Concessionaire agrees that all subcontracts entered into by the Concessionaire for work on this project shall contain similar provisions covering any employees of the subcontractor who perform work on this project. Any developments and capital improvement(s) performed hereunder shall comply with all provisions of the Labor Code of the State of California, including but not limited to, the payment of prevailing wages to all persons providing labor on any such project.

11.11 COMPLIANCE WITH ALL LAWS AND BUILDING CODES

The Concessionaire shall comply with and require its Contractors and Subcontractors to comply with all applicable laws, including Building Code requirements in connection with any projects performed hereunder.

11.12 CAPITAL IMPROVEMENT PROCESS

11.12.1 Concessionaire shall prepare and submit for the review and approval by the Director, any proposal of capital improvements. Said list shall describe each proposed project, the estimated improvement costs, and the intended time frame for commencement and completion of each proposed project. Implementation of the approved improvement project list shall be subject to the requirements set forth herein.

11.12.2 Prior to commencement of construction, Concessionaire shall obtain the Director's written approval of all plans, specifications and construction cost estimates, using a minimum of three (3) bids or proposals, for the improvements to be constructed upon the Equestrian Center. No modification of said plans, specifications, or improvements, including landscaping, shall be made by Concessionaire without approval thereof by the Director. Concessionaire agrees that County may have on the site at any time during the construction an inspector who shall have the right of access to the premises and the construction work.

- 11.12.3** The parties agree that any delay in the construction due to fire, earthquake, war, labor dispute or other events beyond the control of Concessionaire shall extend the time in which said construction must be completed by the length of time of such delay.
- 11.12.4** Concessionaire shall construct, perform, complete and maintain all construction and installations covered by this Agreement in a good and workmanlike manner and with high quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and to complete same. Upon completion of the improvements, Concessionaire shall furnish the Director with one (1) complete set of as-built construction drawings on Mylar or its equivalent acceptable to the Director (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for building equipment and systems; and copies of all written warranties. Upon termination of this Agreement whether by expiration of term or cancellation, Concessionaire shall assign to County all express warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement. Upon review by and consultation with County's Risk Manager, Concessionaire shall provide such insurance coverage as Director may reasonably deem necessary for the contemplated CIP project.
- 11.12.5** Commencement of construction shall occur after the Concessionaire receives an advance payment from the County. The Concessionaire agrees to commence work within a reasonable timeframe but not to exceed thirty (30) days. The Director may administratively adjust the 30-day schedule when, in the opinion of the Director, circumstances occur that are not the fault of the Concessionaire which cause a delay to the construction start schedule. If this occurs, the Concessionaire agrees to put the advanced payment into an interest-

bearing account and agrees that all interest accrued be applied to the principal for project costs.

11.12.6 It is understood that the construction and/or improvements required herein may, at the discretion of Concessionaire be constructed in phases, each phase being separated from the other by a period of time to be mutually agreed upon by Concessionaire and the Director. In the event the required construction be phased as herein provided, and subject to the provisions of paragraph 11.12.3, diligent prosecution thereof shall require commencement of each phase on or before the date selected for commencement thereof and shall require completion of construction as provided for herein.

11.12.7 If County has authorized use of the CIF for the improvements, then upon final approval by the Director of the plans, specifications and construction cost estimates for the capital improvement(s), the Director shall instruct the Auditor-Controller to issue a warrant to the Concessionaire in the amount of ninety percent (90%) of the construction cost estimate. Upon completion of the capital improvement(s) and acceptance by the Director, the Auditor-Controller shall be instructed by the Director to issue a warrant to the Concessionaire in the amount of the remaining balance of the actual construction cost.

12.0 SECURITY DEPOSIT

12.1 Prior to the commencement of this Agreement, Concessionaire shall forward to the Director a cashier's check in the amount of **\$5,000** as a security deposit, payable to the County of Los Angeles Department of Parks and Recreation.

12.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Concessionaire, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to delinquent payments; correction of maintenance deficiencies; loss of revenue due to abandonment, vacation or

discontinuance of facility operations; discrimination; refunding of deposits for scheduled future events which are required to be cancelled due to abandonment, vacation or discontinuance of facility operations; a breach of obligations assumed by Concessionaire herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

12.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, the Concessionaire, upon written notice by Director, shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.

12.4 Said Deposit shall be returned to Concessionaire upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

13.0 DESTRUCTION OF THE EQUESTRIAN CENTER AND/OR PARK

13.1 In the event the Equestrian Center shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Concessionaire shall either restore the Equestrian Center premises or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the Equestrian Center or terminate this Agreement. County shall, at its sole option, make the loss adjustment with the insurance company insuring the loss and receive any and all payments of the proceeds of insurance.

13.2 If County, in its sole discretion, elects to restore the Equestrian Center, this Agreement shall continue in full force and effect, except that the payment to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the operation provided a claim therefore is filed with the Director within one hundred (100) days of notice of election to restore the Equestrian Center. Any such claim shall be denied if the destruction of the

Equestrian Center is found by the Director, in his sole discretion, to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

- 13.3** Concessionaire shall cooperate in any restoration of the Equestrian Center by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings, for such periods, as are required for the restoration thereof, upon County's written request.
- 13.4** The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of the Park by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said Park due to the partial or total closure thereof has affected the operation.
- 13.5** Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the Equestrian Center and/or the Park and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

14.0 CONSTRUCTION BY COUNTY AFFECTING EQUESTRIAN CENTER AND/OR PARK

- 14.1** In the event County, in its sole discretion, provides construction in or around the Equestrian Center, this Agreement shall continue in full force and effect, except that the payments and utilities to be made by Concessionaire may be abated and/or other relief afforded, in the Director's sole discretion, and in the event that the Director determines that the construction interferes with the authorized operations, provided Concessionaire files a claim with the County for rent and abatement relief within thirty (30) days of commencement of construction.

- 14.2** During the Capital Improvement Project period, the County reserves the right to relocate horses, and to require additional temporary, and as of yet unknown, measure, so as to ensure health and/or safety.
- 14.3** Concessionaire agrees to cooperate with County in the event that the construction affects the Equestrian Center by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facility(ies). Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 14.4** Following completion of the construction, Concessionaire shall resume its operations therefrom within thirty (30) days of written notice from the Director that the Equestrian Center is tenantable.
- 14.5** The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Park that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of the Park due to the partial or total closure thereof, has affected the Concessionaire's operations.
- 14.6** Concessionaire agrees to accept the remedy heretofore provided in the event of construction upon the Equestrian Center and/or the Park, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

15.0 OPERATING RESPONSIBILITIES

15.1 ADVERTISING MATERIALS, SIGNS AND PUBLICITY

With the exception of any signs currently located or used on the Equestrian Center, and any maintenance or replacement thereof, Concessionaire shall not post any additional signs upon the Equestrian Center or improvements thereon without the Director's prior written consent. Concessionaire may

place temporary directional signs, as approved by Director, around the Equestrian Center to help direct visitors to the Equestrian Center during hours of operation and for special events, so long as all such temporary signage is removed within twenty-four (24) hours after conclusion of such special event or at the end of the business day during regular operations. Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior written approval thereof is obtained from Director. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts. The Concessionaire may post upcoming events and information regarding the Equestrian Center activities and events in public kiosks, if available at the Park, after first having received approval of the flyer from the Park superintendent. Signage specific to the Equestrian Center rules and regulations shall be posted throughout the Equestrian Center.

15.2 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the operation, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Concessionaire shall conform to and abide by all rules and regulations and policies of the Board, the Director, and any other County agency(ies) insofar as the same or any of them are applicable.

15.3 CONCESSIONAIRE'S STAFF, VOLUNTEERS AND EMPLOYMENT PRACTICES

15.3.1 Concessionaire shall maintain adequate and proper staffing for the Equestrian Center operations at all times. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public. Concessionaire shall designate an Operations Manager with whom County may deal with on a daily

basis. The Operations Manager shall be skilled in the management of businesses similar to the operation and shall be subject to approval by the Director. The Operations Manager shall devote substantial time and attention to the operation authorized herein and render such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

- 15.3.2** The Director reserves the right to preclude the Concessionaire from employment or continued employment of any individual or volunteer. Director has the absolute right to approve or disapprove all of Concessionaire's staff performing work hereunder and any proposed changes in Concessionaire's staff, including, but not limited to, Concessionaire's Operation Manager.
- 15.3.3** Director may request that Concessionaire's staff be immediately removed from working on the County Agreement at any time during the term of the Agreement. County will not provide to Concessionaire or to Concessionaire's staff any information obtained through the County conducted background clearance.
- 15.3.4** Director may immediately deny or terminate facility access to Concessionaire's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the Director.
- 15.3.5** Concessionaire warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal

statutes and regulations as they currently exist and as they may be hereafter amended. Concessionaire shall retain such documentation for all covered employees for the period prescribed by law. Concessionaire shall indemnify, defend, and hold harmless, the County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Concessionaire or County or both in connection with any alleged violation of federal statutes or regulation pertaining to the eligibility for employment of persons performing services under this Agreement.

15.3.6 At any time prior to or during the term of this Agreement, the County may require that all of the Concessionaire's staff performing work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Concessionaire, regardless if the Concessionaire's staff passes or fails the background clearance investigation.

15.3.8 Volunteers

A volunteer is a person who performs hours of voluntary service for civic, charitable, humanitarian, recreational or other reasons without a promise of compensation other than expense reimbursement. Concessionaire's volunteers must be required to be screened and background checked prior to their start of service. Fees associated with screen and background checks will be the sole responsibility of the Concessionaire. Concessionaire shall obtain in writing the following approvals 1) Director's prior written approval to accept volunteer(s) at the Equestrian Center, 2) accept responsibility for its volunteer(s), and 3) ensure that all approved volunteers are screened

and fingerprinted, at Concessionaires sole cost, prior to volunteering at the Equestrian Center.

15.4 CREDIT IN PROMOTIONAL MATERIALS

Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, must contain the words "Whittier Narrows Recreation Area" or any derivative thereof, and shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System" unless specifically approved otherwise by the Director. Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior written approval thereof is obtained from Director.

15.5 DAYS AND HOURS OF OPERATION

15.5.1 The Equestrian Center's hours of operation shall be, 7 days a week, from 8:00 a.m. to sunset during daylight savings time and 8:00 am to 7:00 pm during non-daylight savings time. Concessionaire shall comply with the above schedule of days and hours of operation unless written authorization to deviate from said schedule is obtained from the Director.

15.5.2 At no time shall the Concessionaire or any member of the public be allowed to be alone in the Equestrian Center and/or allowed to ride alone on the trails after hours. After-hours access to the Equestrian Center and/or trails for special events (e.g., night rides) are limited to the prior written approval of the Park Superintendent. Concessionaire must have written approval at least 30 days in advance for any after-hours special events to safeguard the public and groups that may be involved in such activities.

15.6 DEPARTMENT'S USE OF THE EQUESTRIAN CENTER

The Department reserves the right to schedule the use of the Equestrian Center for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with the Concessionaire. County shall

be responsible for repairing any damage, except for normal wear and tear, to the Equestrian Center while conducting said activities.

15.7 DISORDERLY PERSONS

Concessionaire agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the Equestrian Center.

15.8 EASEMENTS

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the Equestrian Center for utilities and/or public access provided that the County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the Equestrian Center, an abatement of payments shall be provided in an amount proportional to the total area of the Equestrian Center in the before and after conditions.

15.9 HABITATION

The Equestrian Center shall not be used for human habitation, however, Concessionaire at its sole expense, may utilize the services of a night watchman or patrolman, upon the Director's written approval.

Concessionaire must have prior written approval from the Director to keep any other types of animals other than horses within the Equestrian Center. In addition Concessionaire shall not allow the storage of personal items, such as, but not limited to, tack sheds, refrigerators, electrical cords, and vehicle storage other than horse trailers.

15.10 ILLEGAL ACTIVITIES

Concessionaire shall not permit any illegal activities to be conducted upon the Equestrian Center.

15.11 MAINTENANCE

15.11.1 Concessionaire shall maintain the Equestrian Center in good and substantial repair and condition, and in compliance therewith shall perform all repairs to and replacement of all improvements and

equipment, including the painting thereof upon written request by the Director. In addition to this general requirement as described in Exhibit B, General Maintenance Guidelines, Concessionaire shall perform any and all repairs required for the maintenance of the Equestrian Center in compliance with all laws applicable thereto; replace broken window glass; replace exterior and interior lights; repair plumbing and lighting fixtures; repair flooring; and replace broken or damaged doors. Additionally, Concessionaire shall be responsible for repairing damage to the exterior of the facility caused by malicious mischief, vandalism or burglary of the Equestrian Center caused by actions of Concessionaire, its agents and/or employees thereof. All maintenance shall commence within ten (10) days of notice and shall be completed in a diligent manner, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof.

15.11.2 County may cure Concessionaire's default with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement from Concessionaire for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. If Concessionaire fails to pay invoiced amount within thirty (30) days, the Director may, including all other remedies available in this Agreement, deduct said amount from the Security Deposit and/or prorated monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed.

15.11.3 Rodent Control

Concessionaire shall maintain all areas free of rodents including, but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Concessionaire may use chemicals from the pre-approved list (Exhibit B1). Effects of

rodent activity: holes, mounds, etc. shall be backfilled, removed and raked leveled.

15.11.4 Use of Chemicals

All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Concessionaire, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

In addition to complying with the California Food and Agricultural Code, Applicator must be registered with the Los Angeles County Agricultural Commission. The Applicator shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

If the Concessionaire does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director per Paragraph 26.0, Subcontracting, of the Contract, may subcontract this service.

This Agreement may be terminated per Paragraph 16.13, Termination for Default, of the Agreement upon the Concessionaire's failure to comply with the terms of this section.

- a. A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director for approval prior to application. No work shall begin until written approval of use is obtained from the Director.

- b. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- c. Concessionaire must maintain records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Concessionaire shall provide a chemical use report (site specific) with the monthly revenue report. A copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to the County prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- d. All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- e. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- f. Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- g. All chemicals must be stored and labeled in accordance with all Local, State, and Federal laws.

15.11.5 Swales and Drains

The Concessionaire shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto. Swales shall be inspected and kept clear of all silt, debris and litter. Drains and collection boxes shall be cleaned and cleared of all debris. Drain grates shall be inspected to restrict hazards. The Concessionaire shall immediately inform the Director of any broken or missing grates, and secure grates to keep the area safe for public use.

15.11.6 Filters

The Concessionaire shall maintain all areas where filters are required free of any obstructions and kept clean. Furthermore, Concessionaire shall be responsible for the manufacturer maintenance and replacement of said filters.

15.11.7 Best Management Practices

Concessionaire must abide by the Best Management Practices (BMPs) for maintenance of the Equestrian Center as outlined in Exhibit L.

15.12 MERCHANDISE

Concessionaire shall provide to County an inventory of equestrian related merchandise required to meet the needs of the public. All food and beverages sold or kept for sale by Concessionaire shall be similar in quality, wholesome and pure, and shall conform to the Federal, State and County food laws, ordinances, regulations, and permits. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire, and all merchandise kept on hand by Concessionaire shall be stored and handled with due regard for sanitation. In the event that the Director determines that any merchandise, and/or food products are objectionable, the Concessionaire shall immediately withdraw or remove from sale any merchandise and/or food products.

15.13 NON-INTERFERENCE

Concessionaire shall not interfere with the public use of and the programming within the Park.

15.14 PATRON/NON-PATRON COMPLAINTS

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

15.14.2 During the term of this Agreement, the Concessionaire shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Concessionaire shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.

15.14.3 During the required business hours, Concessionaire shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Concessionaire is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Operation Manager shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

15.14.4 During the required days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may,

after a reasonable attempt to notify the Concessionaire, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Concessionaire, or may deduct such cost from an amount due to the Concessionaire from the County.

15.14.5 The Concessionaire shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Concessionaire's invoice and shall be open to the inspection of the Director at all reasonable times.

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

15.14.7 Concessionaire shall provide and maintain at its own expense an active local or toll free telephone number to make sure that emergency calls can be received. The Concessionaire or his/her designated person shall ensure that emergency calls can be received after normal business hours on a 24 hour, 7 day a week basis. The Concessionaire or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

15.15 PRICES

15.15.1 Boarding Rates

Monthly Boarding Rates are as follows:

Breezeway Stalls \$320

Full Cover Stalls \$320

Barn Stalls \$410

Concessionaire will be authorized a one time increase of boarding rates by \$15 per month no sooner than 60 days after commencement of the Agreement. Any and all additional increases of boarding rates must have prior written approval by the Director. Increases in Boarding Rates, if justified, may be authorized once every two (2) years. The criteria for increases in boarding rates shall be stated in Sub-Section 15.15.3.

15.15.2 Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Equestrian Center in accordance to Exhibit P, List of Prices. All price increase requests and all requests for new fees, charges, goods, rental, and services shall be submitted in writing to the Director for approval. Prior written approval shall be received from the Director before price increases are enacted. Failure to obtain written approval prior to enacting any price increases shall constitute a material breach of this Agreement.

15.15.3 Said prices shall be fair and reasonable based upon the following considerations: that the Equestrian Center is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the

right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall make such price adjustments as may be ordered by the Director.

15.15.4 Concessionaire's proposed price list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Equestrian Center shall be submitted for the Director's review prior to the commencement of advertising prices to the general public. In the event the Director notifies Concessionaire that the proposed prices are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices.

15.15.5 Boarder List

At the commencement of the Agreement and at any other time with 48 hour notice from the Department, Concessionaire shall submit a Boarder List, which shall include the contact information (name, address, phone numbers, email address, horse information (name, description, stall number, microchip Y/N, license number), and veterinarian name/phone number), and a copy of each Boarder Agreement between Concessionaire and each boarder (whether a monthly boarder or a temporary boarder).

15.15.5 Horse Trailer List

At the commencement of the Agreement and on an annual basis thereafter, Concessionaire shall submit a Horse Trailers List, which shall include the contact information (name, address, phone numbers, email address, Trailer information (make/model, license number), and the start/end date of trailer being stored on the Equestrian Center, along with a copy of each Trailer Agreement. In addition, Concessionaire shall provide the Director with a current Horse Trailer List and copies of any and all Horse Storage Trailer Agreements within forty-eight (48) hours of receiving such a request from the Director.

15.16 PROGRAMMED EVENTS

Concessionaire shall not promote or sponsor private or public events requiring the use of Equestrian Center without written prior approval of Director.

15.17 QUALITY OF GOODS AND SERVICES

Service to the public, with goods, services, and merchandise of the best quality and at reasonable charges, is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to operate and conduct its operation in a first-class manner, and comparable to other first-class facilities providing similar activities, programs and services. Concessionaire shall furnish and dispense foods, beverages, and merchandise of the best quality and shall maintain a high standard of service at least equal to that of similar events and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. Concessionaire, following receipt of written notification therefore, shall immediately withdraw or remove from sale any goods or services which may be found objectionable to the Director based on findings that the provision of such goods or services are harmful to the public welfare.

15.18 SAFETY

15.18.1 The Concessionaire agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Concessionaire's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or

damage to their property. The Concessionaire shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

15.18.2 It shall be the Concessionaire's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Concessionaire shall be responsible for making corrections so as to protect members of the public or others from injury. During the required hours of operation the Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Concessionaire shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

15.19 SANITATION

Concessionaire shall not allow offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health at the Equestrian Center. Concessionaire shall prevent the accumulation of trash and debris for a distance of fifty (50) feet from the Equestrian Center. Concessionaire shall provide that all litter and refuse is collected as often as necessary, and **in no case less than once a week**, and shall pay all charges for the removal from the Equestrian Center. Concessionaire shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the Equestrian Center and the area within a distance of fifty (50) feet thereof in a sanitary condition.

15.19.1 Any horse waste should be contained in permanent, sturdy, insect-resistant, seepage-free units with impervious bottoms and covers. Options include:

- a. Plastic garbage cans with tight fitting lids;
- b. Fly tight wood or concrete storage sheds;
- c. Manufactured composters or specialized storage units designed to contain animal refuse; and
- d. Concessionaire shall control the accumulation and breeding of flies within the Equestrian Center. This will be done using methods that will pose no health hazard to humans/horses and/or negatively affect the surrounding natural environment. This shall be an ongoing program for the duration of the Agreement.

15.19.2 Concessionaire shall control all offensive odors resulting from manure and the accumulation of urine in paddocks and stalls. This will be done using methods that pose no health hazard to humans/horses and/or negatively affect the surrounding natural environment. This shall be an ongoing program for the duration of the Agreement.

15.19.3 Concessionaire shall control vertebrate pests which result from the storage of hay, straw, and feed. This shall be done using a method which poses no health hazard to humans/horses, and/or negatively affect the surrounding natural environment (e.g. birds, wildlife, or domestic cats and dogs) as outlined in [Section 15.11, Maintenance](#).

15.20 SECURITY DEVICES

15.20.1 Concessionaire, at its own expense, shall provide legal security devices or equipment, and the installation thereof, designated for the purpose of protecting the Equestrian Center from theft, burglary or vandalism. Within the first 30 days following the effective date of this Agreement, Concessionaire shall submit an installation plan for security devices to the Department for approval. Said security devices must comply with all applicable Federal, State and local laws.

15.20.2 Concessionaire shall provide notification using clearly written signs, prominently displayed at the perimeter of the video surveillance areas, of video surveillance equipment locations, so the public has reasonable and adequate warning that surveillance is or may be in operation before entering any area under video surveillance. Signs in the perimeter of the surveillance areas should identify someone who can answer questions about the video surveillance system, and can include an address, telephone number, or website for contact purposes.

15.20.3 In addition, Concessionaire may secure the service of a night watch person or patrol person, upon the written approval of the Director. The night watch person or patrol, if approved, would be provided at Concessionaire's sole expense.

15.21 SIGNS

Concessionaire shall not post signs, posters or notices upon Equestrian Center or improvements thereon unless prior approval written thereof is obtained from the Director.

15.22 TRADE FIXTURES

Concessionaire shall provide and install all trade appliances, furniture, trade fixtures and equipment necessary for the operation of the Equestrian Center. Concessionaire shall provide a copy of the Concessionaire's inventory to the County for review and approval prior to occupying the Equestrian Center. During the last thirty (30) days preceding the termination of this Agreement, the County and Concessionaire will conduct a walk-through of the premises with the inventory check list to ensure that all parties are in agreement of the ownership of trade fixtures and equipment belonging to each party. Concessionaire shall remove all trade fixtures, except those trade fixtures that by the manner in which they have been affixed, have become an integral part of the premises and those trade fixtures which have been furnished by the County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Concessionaire fail to remove said

fixtures, within said thirty (30) day period, Concessionaire shall lose all right, title and interest in and thereto, and County shall become the owner of the trade fixtures. County may elect to keep the trade fixtures at the premises or sell, remove, or demolish same. Concessionaire shall reimburse County for any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof. This Section shall be interpreted consistent with Civil Code Sections 660, 103, and 1019.

15.23 MINORS

Concessionaire shall ensure that any minor under the age of 18, be accompanied at all times by a responsible adult whenever on the Equestrian Center. Concessionaire warrants that no persons under the age of 18 shall be permitted on the Equestrian Center without adult supervision.

15.24 PERFORMANCE REQUIREMENTS SUMMARY

15.24.1 All services required under this Agreement are intended to be completely consistent with the Agreement, and are not meant in any case to create, extend, revise, or expand any obligation of Concessionaire beyond that defined in this Agreement. In any case of apparent inconsistency between services as stated in the Agreement, the meaning apparent in the Agreement will prevail. If any service seems to be created which is not clearly and forthrightly set forth in the Agreement, that apparent service will be null and void and place no requirement on Concessionaire.

15.24.2 A standard level of performance will be required of the Concessionaire in the areas of required services, performance standards, monitoring used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Concessionaire's performance under this Agreement using regular monitoring and site visits or other such procedures as may be necessary to ascertain Concessionaire's compliance as may be necessary to ascertain Concessionaire's compliance with this

Agreement. Failure of the Concessionaire to achieve this standard can result in an assessment of liquidated damages against the Concessionaire as determined by the County, as described in Exhibit O.

15.24.3 When the Concessionaire's performance does not conform to the requirements on this Agreement, the County will have the option to apply the following non-performance remedies:

- a) Require Concessionaire to implement a formal corrective action plan, subject to approval by the County. In the plan, the Concessionaire must include reasons for the unacceptable performance, specific steps to return the unacceptable performance to an acceptable level, and monitoring methods to prevent recurrence.
- b) Assessment of liquidated damages based on the assessment fee(s).
- c) Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- d) Failure of the Concessionaire to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Concessionaire's failure to perform said service(s), as determined by the County, shall be credited to the County by the Concessionaire.

15.24.4 This section does not preclude the County's right to terminate the Agreement, as provided for in the Agreement, Section [16.0, Terms and Conditions](#), Paragraph [16.11, Termination for Default](#).

15.25 INTENTIONALLY OMITTED

15.26 EVALUATION REPORT

15.26.1 County and Concessionaire agree that the overall condition of the Equestrian Center, and the condition of the buildings thereon is of the primary importance to both parties. As this Agreement specifies the standards of performance deemed necessary for proper maintenance, the County has developed an Evaluation Report to document Concessionaire's performance pursuant to said standards.

15.26.2 The County's Evaluation Report, a sample of which will be provided to Concessionaire and hereafter shall be included herein by this reference (Exhibit K), will be completed by an authorized representative(s) of the Director subsequent to a facility inspection by said representative(s). The County shall make every reasonable effort to conduct such inspections on a regular basis, generally once every three to four weeks, and the Concessionaire or his authorized representative may be invited to participate in the inspection tour of the premises.

15.26.3 The Director reserves the right to modify, update, and/or amend the general content and format of the Evaluation Report forms in order to provide a suitable instrument for the documentation of the Concessionaire's performance.

15.27 CONFIDENTIALITY

15.27.1 Concessionaire shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

15.27.2 Concessionaire shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses,

including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Concessionaire, its officers, employees, agents, or subcontractors, to comply with this Paragraph 15.27, as determined by County in its sole judgment. Any legal defense pursuant to Concessionaire's indemnification obligations under this Paragraph 15.27 shall be conducted by Concessionaire and performed by counsel selected by Concessionaire and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Concessionaire fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Concessionaire for all such costs and expenses incurred by County in doing so. Concessionaire shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15.27.3 Concessionaire shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

15.28 FILMING

In the event that any filming is proposed to be conducted on the Equestrian Center, Concessionaire will be required to obtain required filming permits from Film LA, Inc.

15.29 PERMITS AND CERTIFICATES

The Concessionaire shall obtain and maintain during the term of this Agreement, all appropriate permits and certificates required by Federal, State, and local law for the operation of its business. Concessionaire shall ensure that all of its employees, who perform services, obtain and maintain in effect

during the term of the Agreement, all certificates required by Federal, State and local law which are applicable to their performance. Concessionaire shall provide, upon request, a copy of each permit and certificate.

15.30 UTILITIES

During the initial 10 year Agreement term, the Concessionaire shall be responsible for all utilities needed for servicing the Equestrian Center, with the exception of electricity. The Equestrian Center has its own water meter, which will be put in the name of the Concessionaire upon execution of this Agreement. Should the Director exercise the option periods, Concessionaire shall be solely responsible for providing and paying for all utilities, including water and electricity, which will be put in the name of the Concessionaire upon extension of the option periods. In addition, all communication service payments (i.e. telephone, internet, Wi-Fi) shall solely be the responsibility of the Concessionaire.

15.31 ROUTES AND TRAILS

Concessionaire shall ensure rental horses keep to a designated route specified by the Park's Superintendent. The horses shall be kept out of the developed areas of the Park. The Concessionaire shall be responsible for ensuring that each renter or group of renters be accompanied by an adult guide to assure safety and assure that horses stay on the designated trail. The adult guide must be an experienced equine staff member.

15.32 MAXIMUM LIMIT OF HORSES FOR BOARD AND ASSESSMENT

The Concessionaire may maintain a maximum of 160 horses for boarding (monthly or temporary), and a minimum of 15 horses to rent to the public. However, the maximum facility capacity for monthly, temporary, and rental horses shall not exceed 180 horses. If Concessionaire exceeds said maximum number of horses at any time, as determined by the Director, a charge of \$150 per day, per animal shall be assessed by the Department to the Concessionaire. Department shall invoice said amount within 30 days of receipt of invoice. If Concessionaire fails to pay invoiced amount within 30 days, the Director may, including all other remedies available in this

Agreement, deduct said amount from the Security Deposit. Action taken by the Department herein shall be in addition to the exercise of any other rights provided for in this Agreement or by law to remedy a breach of the Agreement

15.33 RENTAL STRING REQUIREMENTS FOR PUBLIC USE

Concessionaire shall provide a minimum of 15 horses for rent to the public no later than 60 days after the commencement of Agreement.

15.34 TEMPORARY AND EVACUATION BOARDING

Concessionaire may board horses on a temporary basis (not to exceed seven (7) consecutive days or no more than 8 days in any given month) for traveling equestrians or for those who require temporary boarding to attend special events. In addition, Concessionaire may also house those horses who are displaced due to a natural disaster, granted that the proposer receives an official order from an emergency agency, and written approval from the Director is obtained.

15.35 HORSE TRAILER STORAGE

Concessionaire shall ensure that the trailers stored in the Equestrian Center, as specified in Exhibit A, are for the sole purpose of transporting horses. Said trailers are subject to rent percentage(s) paid to the County.

15.36 TACK SHEDS

Concessionaire shall maintain and ensure that all the tack sheds on the Equestrian Center and any replacements are consistent with Exhibit N, and at its own expense.

15.37 EMERGENCY PLAN

Concessionaire shall present an Emergency Plan prior to occupying the Equestrian Center. The Emergency Plan shall be posted at a visible location at the Equestrian Center for all staff and patrons to access. The plan must include safety guidelines that meet the local fire department standards and health and safety codes.

16.0 TERMS AND CONDITIONS

16.1 AGREEMENT ENFORCEMENT

- 16.1.1** The Director shall be responsible for the enforcement of this Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.
- 16.1.2** Any officers and/or authorized employees of the County may enter upon the Equestrian Center at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Equestrian Center.
- 16.1.3** In the event the County commences legal proceedings for the enforcement of this Agreement or recovery of the Equestrian Center herein, Concessionaire does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

16.2 CANCELLATION

- 16.2.1** Upon the occurrence of any one or more of the events of default hereinafter described in Subparagraph [16.11, Events of Default](#), this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Concessionaire ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefore.
- 16.2.2** Upon cancellation, the County shall have the right to take possession of the Equestrian Center, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.
- 16.2.3** Action by the County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other

rights provided herein or by law to remedy a breach of this Agreement.

16.2.4 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Concessionaire was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

16.3 COMPLIANCE WITH CIVIL RIGHTS LAW

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

16.4 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County's policy to encourage all County Contractor's to voluntarily post the County's "Safely Surrendered Baby Law" poster (Exhibit F) in a prominent position at the Concessionaire's place of business. The Concessionaire will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The fact sheet is set forth in Exhibit F of

this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

16.5 CONCESSIONAIRE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

16.5.1 In the event the Director determines that there are deficiencies in Concessionaire's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Concessionaire to correct said deficiencies within specified time frames.

16.5.2 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames the Director may, at his option: 1) use the Security Deposit as provided for herein, 2) exercise its rights under the Paragraph [16.34, Right of Entry](#), and/or 3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the obligations for use granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Concessionaire shall be liable to County for liquidated damages in said amount.

16.6 FACSIMILE AND ELECTRONIC REPRESENTATIONS

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

16.7 CONCESSIONAIRE’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

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

16.7.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Concessionaire’s duty under this Agreement to comply with all applicable provisions of law, Concessionaire warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16.8 CONCESSIONAIRE’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

16.8.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

16.9 CONFLICT OF INTEREST

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

16.9.2 Concessionaire shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Concessionaire warrants that it is not now aware of any facts that create a conflict of interest. If Concessionaire hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. In addition, Concessionaire's Operation Manager shall abstain from participating in any decision in which it has a financial interest. Abstention requires disclosure of Concessionaire's Operation Manager interest and notation on the official record of the nature of the interest. Participation includes not only voting on, but also taking part in any discussion or analysis of the decision in which the Concessionaire's Operation Manager has any interest, financial or otherwise. It also includes any attempt to influence, either directly or indirectly, the decision of the Non-Profit Board.

16.10 COUNTY'S QUALITY ASSURANCE PLAN

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

16.11 EVENTS OF DEFAULT

- 16.11.1** The abandonment, vacation or discontinuance of operations on the Equestrian Center for more than two (2) consecutive days without approval thereof by the Director.
- 16.11.2** The failure of Concessionaire to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.
- 16.11.3** The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 16.11.4** The failure to maintain the Equestrian Center and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 16.11.5** The failure of Concessionaire to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof,

provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

16.11.6 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of State and/or Federal laws thereon.

16.11.7 Failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

16.12 TERMINATION FOR CONVENIENCE

16.12.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Concessionaire specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 120 days after the notice is sent.

16.12.2 After receipt of a notice of termination and except as otherwise directed by the County, the Concessionaire shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

16.12.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Concessionaire under this Agreement shall be maintained by the Concessionaire in accordance with Section 8.0, Record Retention & Inspection/Audit Settlement.

16.13 TERMINATION FOR DEFAULT

16.13.1 The County may, by written notice to the Concessionaire, terminate the whole or any part of this Agreement, in the following circumstances:

- a.** The Concessionaire has materially breached this Agreement;
- b.** The Concessionaire fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;
- c.** The Concessionaire fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

16.13.2 Upon the occurrence of Subparagraph 16.12.1, this Agreement shall be subject to termination. As a condition precedent thereto, the Director shall give the Concessionaire a minimum of three (3) days' notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

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

the Director shall recommend termination for default to the Board of Supervisors.

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

16.13.5 Except with respect to defaults of any Subcontractor, the Concessionaire shall not be liable for any such excess costs of the type identified in Subparagraph 16.13.4 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Concessionaire. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Concessionaire. If the failure to perform is caused by the default of a Subcontractor, and without the fault or negligence of either of them, the Concessionaire shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Concessionaire to meet the required performance schedule. As used in this Subparagraph 16.13.5, the term "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

16.13.6 In the event the County terminates this Agreement in its entirety due to the Concessionaire's default as provided in Subparagraph 16.13.1, the Concessionaire and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Concessionaire and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph [16.5, Concessionaire's Non-Compliance and Liquidated Damages](#), be entitled to liquidated damages from the Concessionaire, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Concessionaire to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Concessionaire by the County, whether under this Agreement or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Concessionaire's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection [16.25, Indemnification](#).

16.13.7 In the event that, following service of the Notice of Termination of this Agreement under the provisions of this Subparagraph 16.13.7, it is determined for any reason that the Concessionaire was not in default under the provisions of this Subparagraph 16.13.7, that the default was excusable under provisions of this Subparagraph 16.13.7, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations

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

16.13.8 The rights and remedies of the County provided in this Subparagraph 16.13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16.14 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Concessionaire to maintain compliance with the requirements set forth in Subsection [16.7, Concessionaire's Warranty Of Adherence To County's Child Support Compliance Program](#), shall constitute a default by Concessionaire under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Subsection [16.2, Cancellation](#).

16.15 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Concessionaire to maintain compliance with the requirements set forth in Paragraph [16.8, Concessionaire's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program](#), Concessionaire's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Concessionaire to cure such default with ten (10) days of notice shall be ground upon which County may terminate this Agreement and/or pursue debarment of Concessionaire, pursuant to County Code Chapter 2.206.

16.16 TERMINATION FOR IMPROPER CONSIDERATION

16.16.1 County may, by written notice to Concessionaire, immediately terminate the right of Concessionaire to proceed under this

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

16.16.2 Concessionaire shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Concessionaire in writing by County.

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

16.17 TERMINATION FOR INSOLVENCY

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

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

- To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
 - The filing of a voluntary or involuntary petition regarding the Concessionaire under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Concessionaire

16.17.2 The rights and remedies of County provided in this Subsection 16.17 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16.18 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Concessionaire and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Concessionaire or any County Lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

16.19 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

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

16.19.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Park, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Concessionaire shall immediately cease its operations, and

within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Concessionaire of such park closure.

16.20 SUSPENSION

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

- a. Concessionaire shall immediately discontinue all services unless otherwise indicated by Director.
- b. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

16.21 FAIR LABOR STANDARDS

The Concessionaire shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Concessionaire's employees for which the County may be found jointly or solely liable.

16.22 FORCE MAJEURE; TIME EXTENSIONS

16.22.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and

without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").

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

16.22.3 In the event Concessionaire's failure to perform arises out of a force majeure event, Concessionaire agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

16.23 GOVERNING LAW, JURISDICTION, and VENUE

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

16.24 INDEPENDENT CONCESSIONAIRE

This Agreement is by and between the County of Los Angeles and Concessionaire and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Concessionaire. Concessionaire understands and agrees that all persons furnishing services on behalf of

Concessionaire pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Concessionaire and not of County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

16.25 INDEMNIFICATION

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

16.26 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Concessionaire's indemnification of County and the United States, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections [16.26 General Provisions For All Insurance Coverage](#) and [16.27 Insurance Coverage Requirements](#), of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Concessionaire pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Concessionaire for liabilities which may arise from or relate to this Agreement.

16.26.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, the United States, and the County of Los Angeles Flood Control District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Concessionaire's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Concessionaire's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Concessionaire and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Concessionaire identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Concessionaire, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Contracts and Golf Division
Los Angeles County Arboretum
301 North Baldwin Avenue
Arcadia, CA 91007

Concessionaire also shall promptly report to County any injury or property damage accident or incident, including any injury to a Concessionaire employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Concessionaire. Concessionaire also shall promptly notify County of any third party claim or suit filed against Concessionaire or any of its Subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Concessionaire and/or County.

16.26.2 Additional Insured Status and Scope of Coverage

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

16.26.3 Cancellation of/or Changes in Insurance

Concessionaire shall provide County with, or Concessionaire's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

16.26.4 Failure to Maintain Insurance

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

16.26.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

16.26.6 Concessionaire's Insurance Shall Be Primary

Concessionaire's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Concessionaire. Any County

maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Concessionaire coverage.

16.26.7 Waivers of Subrogation

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

16.26.8 Subcontractor Insurance Coverage Requirements

Concessionaire shall include all Subcontractors as insureds under Concessionaire's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Concessionaire shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Concessionaire as additional insured on the Subcontractor's General Liability policy. Concessionaire shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

16.26.9 Deductibles and Self-Insured Retentions (SIRs)

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

16.26.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Concessionaire understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

16.26.11 Application of Excess Liability Coverage

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

16.26.12 Separation of Insureds

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

16.26.13 Alternative Risk Financing Programs

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

16.26.14 County Review and Approval of Insurance Requirements

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

16.27 INSURANCE COVERAGE REQUIREMENTS

16.27.1 Commercial General Liability Insurance

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

- General Aggregate: \$5,000,000
- Products/Completed Operations Aggregate: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Each Occurrence: \$2,000,000

16.27.2 Automobile Liability Insurance

Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Concessionaire's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

16.27.3 Workers Compensation and Employers' Liability

Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the County for injury to the Concessionaire's employees. If Concessionaire will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If

applicable to Concessionaire's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

16.27.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

16.27.5 Property Coverage

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

It is the responsibility of the Concessionaire to determine the full replacement value of the real property and personal property; third party assessments of the property, including but not limited to contents, and the assessment (value, property measurements, etc.) are subject to the approval of the County. Individual coverage must be provided separate from the Commercial General Liability.

- i. Personal Property: Automobile and Mobile Equipment
Special form "all risk" coverage for actual cash value of County-owned or concession property; and

ii. Real Property and All Other Personal Property

Special form "all risk" coverage for full replacement value of County-owned or concession property.

16.27.6 Periods of New Construction

During the period(s) of construction as required or authorized herein, and in addition to the aforementioned insurance coverage, Concessionaire shall provide the following forms and amounts of insurance:

a. Builder's All-Risk Insurance: course of construction insurance coverage shall be provided during the construction of any new developments and/or improvements. Such insurance shall cover the County's interests and any of the Concessionaire's materials, equipment and furnishings, and shall:

1. Insure against damage from perils covered by Causes-of Loss Special Form (ISO form CP 10 30), and be endorsed to include flood, earthquake, ordinance or law coverage, coverage for temporary off site storage, pollutant clean-up and removal, preservation of property, and full collapse coverage during construction (without restricting collapse coverage to specified perils)
2. Be written on a completed value basis and cover the entire work against loss or damage until completion and acceptance by the County.
3. Provide a per occurrence deductible of no greater than ten percent (10%) of the value insured for earthquake, and five percent (5%) of the value insured for all other perils.

b. Professional Liability/Errors and Omissions Insurance

Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Concessionaire, its officers or employees arising from or related to this Agreement with limits of not less than \$1,000,000 per occurrence and

\$2,000,000 aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of this Agreement.

c. Concessionaire's Pollution Liability Insurance

Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Concessionaire shall maintain limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

16.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

16.28.2 Concessionaire shall certify to and comply with the provisions of Exhibit C, Concessionaire's EEO Certification.

16.28.3 Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 16.28.4** Concessionaire certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 16.28.5** Concessionaire certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.
- 16.28.6** Concessionaire shall allow County representatives access to the Concessionaire's employment/volunteer records during regular business hours to verify compliance with the provisions of this Subparagraph 16.28 when so requested by the County.
- 16.28.7** If the County finds that any provisions of this Subparagraph 16.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Concessionaire has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Concessionaire has violated the anti-discrimination provisions of this Agreement.
- 16.28.8** The parties agree that in the event Concessionaire violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code 1671 as liquidated

damages in lieu of canceling, terminating or suspending this Agreement.

16.29 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

Concessionaire shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit E.

16.30 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Concessionaire shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

16.31 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: 1) delivered by personal service; facsimile or email or 2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The name, address, telephone number and email to be used for any notice served to Concessionaire shall be as follows:

Hacienda Sosegado, LLC
Attn: D. Joy Gould, Owner/Operator
23746 California Avenue
Hemet, CA 92545
(951) 926-7929

Cell Phone: (951) 318-7782

Email: djoyg@earthlink.net

The address to be used for any notice served by mail upon County shall be **301 North Baldwin Avenue, Arcadia, CA 91007, Attention: Contracts and Golf Division**, or such other place as may hereafter be designated in writing to Concessionaire by the Director. Service by mail; facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

Change of address by either party must be given ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

16.32 PUBLIC RECORDS ACT

16.32.1 Any documents submitted by Concessionaire; all information obtained in connection with the County's right to audit and inspect Concessionaire's documents, books, and accounting records pursuant to Paragraph [8.0, Record Retention And Inspection/Audit Settlement](#), of this Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

16.32.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked

"trade secret", "confidential", or "proprietary", the Concessionaire agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

16.33 RECYCLED BOND PAPER

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

16.34 RIGHT OF ENTRY

16.34.1 Any officers and/or authorized employees of the County may enter upon the Equestrian Center at any and all times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Equestrian Center.

16.34.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of two (2) days, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to 1) take possession of the Equestrian Center, including all improvements, equipment and inventory thereon; 2) remove any and all persons or property on said Equestrian Center and place any such property in storage for the account of and at the expense of Concessionaire; 3) subcontract or sublease of the Equestrian Center; and 4) after payment of all expenses of such subcontracting or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of County upon the Equestrian Center for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other

rights provided herein or by law to remedy a breach of this Agreement.

16.34.3 No re-entry or taking of the Equestrian Center by County pursuant to Subparagraph 16.34.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Concessionaire or unless the termination thereof be decreed by a court of competent jurisdiction.

16.35 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

16.36 SUBCONTRACTING

16.36.1 The requirements of this Agreement may not be subcontracted by the Concessionaire **without the advance written approval of the Director**. Any attempt by Concessionaire to subcontract without the Director's prior consent of may be deemed a material breach of this Agreement.

16.36.2 If Concessionaire desires to subcontract, Concessionaire shall provide the following information along with its written request to subcontractor promptly at the Director's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the Director.

Concessionaire shall ensure delivery of all such documents to the Department at the address provided in Section [16.31, Notices](#), before any subcontractor employee may perform any work hereunder.

16.36.3 Concessionaire shall remain fully responsible for all performances required of it under this Agreement, including those that the Concessionaire has determined to subcontract, notwithstanding the Director's approval of the Concessionaire's proposed subcontract.

- 16.36.4** County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Concessionaire is responsible to notify its subcontractors of this County right.
- 16.36.5** The Concessionaire shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Director's consent to subcontract.
- 16.36.6** In the event Director should consent to subcontracting:
- a. Each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
 - b. The Concessionaire shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms and conditions of a prime Agreement with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
- 16.36.7** Concessionaire shall obtain all Certificates of Insurance, which establish that the subcontractor maintains all the program of insurance required by the County, from each approved subcontractor.
- 16.36.8** The Concessionaire shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment as for the Concessionaire's own employees. Concessionaire shall not, without the prior written consent of the Director, sublicense any portion of the Equestrian Center, or sublicense any of the operation or activities authorized or required by this Agreement.

16.36.9 In the event the County determines that the Concessionaire has violated the sublease provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, and/or assess liquidated damages.

16.37 SURRENDER OF EQUESTRIAN CENTER

16.37.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the Equestrian Center and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that Paragraph 16.37.2 hereinbefore may be applicable thereto.

16.37.2 Upon expiration of the term, Concessionaire shall execute and deliver to County within thirty (30) days after service of written demand, a good and sufficient quitclaim deed of the Concessionaire's interest in this Agreement and the Equestrian Center. Should Concessionaire fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Concessionaire to execute and deliver the quitclaim deed shall, after ten (10) days from the date of recordation of the notice, be conclusive evidence against Concessionaire and all persons claiming under Concessionaire, of the termination of this Agreement.

16.38 TAXES AND ASSESSMENTS

16.38.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, including, but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Equestrian Center and any improvements located thereon.

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

16.39 TRANSFERS

16.39.1 Concessionaire shall not, without written consent of the Director, transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage without the written consent of the Director shall be null and void, and shall constitute a material breach of this Agreement.

16.39.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.

16.39.3 The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Concessionaire, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

16.39.4 Shareholders and/or partners of Concessionaire may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Concessionaire to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the Director's

approval thereof shall be required. Consent to any such transfer shall be refused if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the operation of the Equestrian Center.

16.39.5 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

16.39.6 In the event Concessionaire requests the prior written consent of Director to give, assign, transfer or grant control of this Agreement, and Director gives written consent to the assignment, a transfer fee equal to the greater of 1) \$100,000 or 2) twenty percent (20%) of the gross sales price shall be paid to County. Said sum shall be payable to County in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee a) affirms the sums due and owing to County and b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

- a.** An assignment for which the Director, in his sole discretion, determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Concessionaire without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby.
- b.** An assignment which serves as security for the repayment of a loan from any lender but which does not entitle the assignee to an

immediate right to use, occupy, possess or receive the rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;

- c. A transfer of title of the agreement to a lender purchaser at the foreclosure sale under a deed of trust on the property or by assignment to the lender or its nominee in lieu of foreclosure;
- d. Such other assignment for which the Director determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Concessionaire without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby. The Director's decision in such cases may be appealed to the Board of Supervisors within ten (10) days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Concessionaire in the event the Director's decision is reversed.

16.40 VALIDITY

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

16.41 WAIVER

16.41.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement

herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping County from enforcing the full provisions thereof.

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

16.41.3 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by County of any default.

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

16.42 WARRANTY AGAINST CONTINGENT FEES

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

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

17.0 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

- 17.1** Smoking shall be prohibited at all parks, except: Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official, and;
- 17.2** Smoking shall be permitted within the Premises, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of the Park (Exhibit H).

18.0 TUBERCULOSIS

Concessionaire shall not employ as a member of its food and non-alcoholic beverage staff any person who cannot produce a certificate showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. Thereafter, those employees whose skin test is negative shall be required to undergo the foregoing examination at least once every four (4) years for so long at the employee remains skin test negative. Once an employee has documented positive skin test, he or she shall be removed from the position of food and beverage staff. When the skin test has been followed by x-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the county's health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business Code and or a notice from a public health agency or unit of the Tuberculosis Association that indicates freedom from active tuberculosis.

19.0 VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM:

- 19.1** Concessionaire agrees that is will participate in the County's Voluntary Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 grams or more of artificial trans fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Concessionaire's Equestrian Center, except for food that is being

served directly to consumers in a manufacturer's original sealed package, as more specifically set forth in Exhibit G hereto. Concessionaire shall provide the written certification attached hereto as Exhibit G stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at www.lapublichealth.org.

- 19.2** Within five (5) days of the County's execution of this Agreement, Concessionaire shall submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant. Concessionaire's failure to do either of the foregoing shall constitute a material breach of this Agreement and shall be grounds for immediate termination by the County. County shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.
- 19.3** Upon County's approval of the Concessionaire's participation in the ATFR Program, Concessionaire shall have the same rights and obligations as any voluntary member of ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.
- 19.4** In addition to any remedies provided the County by ATFR Program's rules, any failure by Concessionaire to comply with the ATFR Program standards shall constitute a material breach of this Agreement entitling the County to terminate the Agreement in its entirety or, if the Concessionaire provided service to multiple Equestrian Center, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following;
- 19.4.1** Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Concessionaire's breach of this Section 19.0. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-

compliant facility and that Concessionaire shall be liable to County for that amount.

19.4.2 Require removal of all AFTR Program logo, signage and other advertising materials from the non-compliant Concessionaire Equestrian Center and from any other location where such materials are used by the Concessionaire, including without limitation menus, menu boards, and dining table tent cards.

19.4.3 Require Concessionaire to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

20.0 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

The Concessionaire is required to comply with the County's policy on restricting its purchase and use of EPS food containers on County-owned facilities.

21.0 VENDING MACHINE NUTRITION POLICY

Concessionaire acknowledges and agrees that as of the commencement of the term of this Agreement:

- a) by separate license agreement with a third party provider (hereinafter the "Provider"), the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at the Equestrian Center; and
- b) the aforementioned license agreement contains a provision granting the Provider a right-of-first-refusal to provide additional beverage vending machines at the Park, and that a waiver of the provider's right-of-first-refusal is required in order to permit the Concessionaire to sell non-alcoholic beverages from vending machines at the Equestrian Center.

The Concessionaire shall comply with the County of Los Angeles Vending Machine Nutrition Policy (Exhibit J).

21.1 Concessionaire shall display all bottled water in eye-level sections of the beverage vending machines. Only food and beverage products that meet the County of Los Angeles Vending Machine Nutrition Policy shall be advertised

on snack and beverage vending machines. Beverages and snacks that meet the policy's nutrition guidelines can vary by brand; therefore, it is important to compare the Nutrition Facts label before including them as an acceptable stocking item. Concessionaire is encouraged to prominently display "Choose Health LA" signage that promotes healthy food and beverage options on all vending machines (signage shall be provided by the Los Angeles County Department of Public Health).

- 21.2** The Department of Public Health (DPH) may periodically monitor these Agreements to ensure the Concessionaire's compliance with the County of Los Angeles Vending Machine Nutrition Policy. DPH shall communicate its findings to the Chief Executive Office and/or Department of Parks and Recreation. Failure to comply with the County of Los Angeles Vending Machine Nutrition Policy may, in the Director's sole discretion, constitute a breach of this Agreement.
- 21.3** Please contact the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email at chronic_disease@ph.lacounty.gov if you have any questions on the vending machine policy and product compliance.

22.0 CONTRACT ALERT REPORTING DATABASE

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

23.0 GREEN INITIATIVES

Concessionaire shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Concessionaire shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County (Exhibit I). County shall determine and approve Concessionaire's products prior to their use.

24.0 TIME OFF FOR VOTING

Concessionaire shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before statewide election, every Concessionaire and all of its subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

25.0 NON RESPONSIBILITY AND DEBARMENT

25.1 RESPONSIBLE CONCESSIONAIRE

A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Concessionaires.

25.2 CHAPTER 2.202 OF THE COUNTY CODE

The Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Concessionaire on this or other Agreements which indicates that the Concessionaire is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Concessionaire from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Concessionaire may have with the County.

25.3 NON-RESPONSIBLE CONCESSIONAIRE

The County may debar an Concessionaire if the Board of Supervisors finds, in its discretion, that the Concessionaire has done any of the following: 1) violated a term of an agreement with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively

reflects on the Concessionaire's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

25.4 CONTRACTOR HEARING BOARD

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

25.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Concessionaire and/or the Concessionaire's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. The Concessionaire and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

25.4.4 If a Concessionaire has been debarred for a period longer than five (5) years, that Concessionaire may after the debarment has been in

effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Concessionaire has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

25.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Concessionaire has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

26.0 SUBCONTRACTORS OF CONCESSIONAIRE

These terms shall also apply to Subcontractors of County Concessionaires.

27.0 MAJOR LEASE PROVISIONS AND REQUIREMENTS

27.1 This Agreement is granted subject to all rights and privileges retained by the United States of America, Department of the Army, (hereinafter: United States) within the Whittier Narrows Recreation Area pursuant to the provisions and conditions of the "Department of the Army Lease for Park and Recreational Purposes Whittier Narrows Flood Control Basin, No. DACW09-1-86-43" (hereinafter "Master Lease", as approved by the Board of Supervisors of Los Angeles County on April 14, 1987, and granted to County by the Secretary of the Army under authority of Section 4 of the Act of Congress approved December 22, 1944, as amended (Exhibit O). Accordingly, Concessionaire accepts and agrees to be bound by the following conditions thereof:

- a. That the primary purpose of the Whittier Narrows Flood Control Basin is the flood risk management, and nothing herein expressed or implied shall be construed so as to conflict with that purpose.
- b. That the Equestrian Center, as described hereinafter in Section 4, shall be subordinate to the use thereof by the Department of the Army in the operation and maintenance of the Whittier Narrows Flood Control and Basin.
- c. That the exercise of the privileges granted herein shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of Area B of the Whittier Narrows Recreation Area, and shall be subject to the general supervision of the District Commander for the Los Angeles District of the Army Corps of Engineers (hereinafter: District Commander).
- d. That the United States shall be held harmless from all claims which may arise from or be incident to the exercise of the privileges granted herein.
- e. That the United States and the Los Angeles County Flood Control District shall not be liable for damages to property or injuries to persons which

may arise from or be incidental to the exercise of the privileges granted herein or for damages to the property of Concessionaire, or for damages to the property or injuries to the person or Concessionaire and/or the officers, agents, servants or employees or others who may be on the Equestrian Center at their invitation or the invitation of any one of them, arising from or incident to the flooding of said Equestrian Center by the United States or the Los Angeles County Flood Control District, or flooding from any other cause, or arising from or incident to any other governmental activities on the Equestrian Center, and Concessionaire shall hold the United States, the Los Angeles County Flood Control District and the County of Los Angeles harmless from any and all such claims.

- f. That this Agreement shall be subject to the prior approval of the District Commander.
- g. That charges for services rendered and for the use of the leased premises shall be reasonable and shall have the prior written approval of the District Commander.
- h. That Concessionaire shall hold the United States, the Los Angeles County Flood District and the County of Los Angeles harmless from any and all claims or rights of action for damages which may or might arise or accrue to Concessionaire and/or the officers, agents, servants, employees or others who may be on the leased premises at their invitation or the invitation of any one of them, by reason of injuries to the property, or the person of any of them resulting from the entry upon or the use of the leased premises, by the United States, the Los Angeles County Flood Control District, the County of Los Angeles or any one of them at any time, for any purpose necessary or convenient in connection with river and flood risk management work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the leased premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood risk management work.
- i. That the leased premises shall not be used for human habitation except for night watchmen or patrolmen. Any such night watchmen or patrolmen,

and any structures or trailers located on the leased premises for the use of such persons shall be subject to the prior approval thereof by the District Commander.

- j. That the United States, its officers, agents and employees may enter upon the leased premises at any time for any purpose necessary or convenient in connection with river and flood risk management work, and to remove therefrom timber or other material required or necessary for such work, to flood said leased premises when necessary, and/or to make any other use thereof as may be necessary in connection with flood risk management work, and Concessionaire shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.
- k. That the United States may construct, or permit the construction of, facilities for military requirements and for communications, electrical distribution or transmission, water supply, flood channels, sewage disposal and similar purposes on the leased premises, and Concessionaire shall have no claim for compensation for damage of any character on account thereof.
- l. That this Agreement may be revoked by the Secretary of the Army in the event the County and/or Concessionaire violates any of the terms and conditions of this Agreement and persists therein for a period of 30 days after notice thereof in writing by the District Commander. Upon any such revocation, Concessionaire shall vacate the leased premises, remove all property therefrom and restore said leased premises to a condition satisfactory to the District Commander within such time as the Secretary of the Army may designate. In the event of failure or neglect to remove property and/or restore the leased premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the leased premises to be so restored at the expense of the Concessionaire, and no claim for damages

against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

- m. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or of the benefits arising from the Concessionaire's operations at Whittier Narrows Recreation Area pursuant to this Agreement. Nothing, however, herein contained shall be construed to extend to any incorporated company, if said Agreement is for the general benefit of such corporation or company.

28.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Concessionaire acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Concessionaires from engaging in human trafficking.

If a Concessionaire or member of Concessionaire's staff is convicted of a human trafficking offense, the County shall require that the Concessionaire or member of Concessionaire's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Concessionaire's staff pursuant to this paragraph shall not relieve Concessionaire of its obligation to complete all work in accordance with the terms and conditions of this Contract.

29.0 AUTHORIZATION WARRANTY

Concessionaire represents and warrants that the signatory to this Agreement is fully authorized to obligate Concessionaire hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

30.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire Agreement between County and Concessionaire for the use granted at the Park for the operation of the Equestrian Center. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly

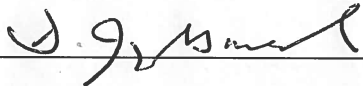
revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the operation of the Equestrian Center and the Equestrian Center to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

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

COUNTY OF LOS ANGELES

By _____

John Wicker, Director
Department of Parks and Recreation

By 

D. Joy Gould, Owner/Operator
Hacienda Sosegado, LLC

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By 

Christina A. Salseda, Principal Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On February 28, 2017, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared D. Joy Gould who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

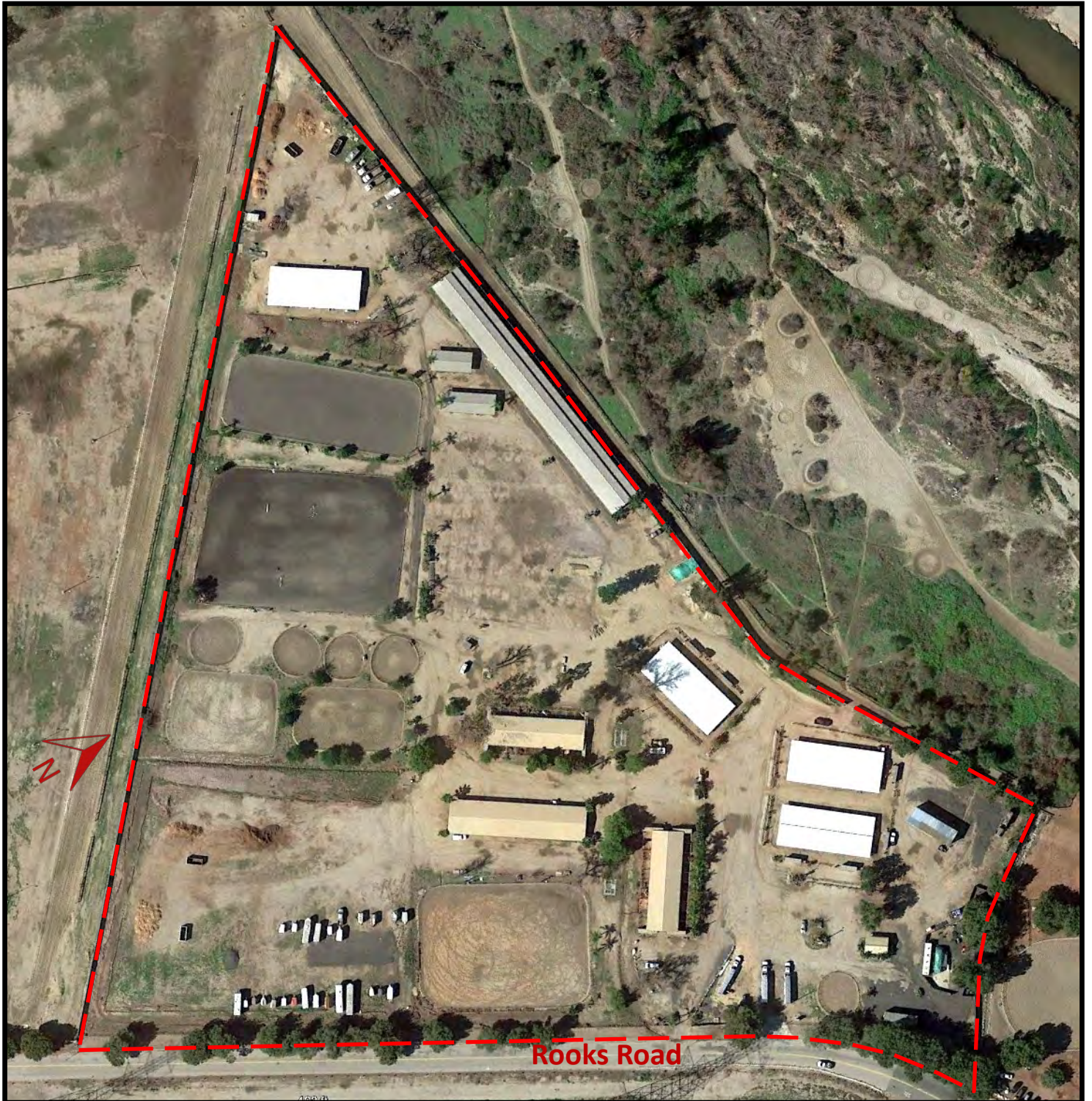
WITNESS my hand and official seal.



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

By [Signature]
Deputy County Clerk

Whittier Narrows Equestrian Center
12191 Rooks Road, Whittier CA 90601



**Whittier Narrows Equestrian Center
General Maintenance Guidelines**

1.0 SAFETY

- 1.1 The Concessionaire agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Concessionaire's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Concessionaire shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 1.2 It shall be the Concessionaire's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Concessionaire shall be responsible for making minor corrections so as to protect members of the public or others from injury. During normal hours the Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Concessionaire shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

2.0 SIGNS/IMPROVEMENTS

The Concessionaire shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director.

3.0 LITTER CONTROL

- 3.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated.
- 3.2 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.
- 3.3 Litter shall be removed from all riding and hiking trails and ten (10) feet on either side of trails.

**Whittier Narrows Equestrian Center
General Maintenance Guidelines**

4.0 TRASH CONTAINERS

- 4.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 4.2 Receptacles shall be conveniently located for public use, and returned daily to such locations if receptacles are displaced by third parties.
- 4.3 Containers or related appurtenances shall be cleaned, and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 4.4 Containers shall be painted and stenciled as needed.
- 4.5 Containers shall be fifty-five (55) gallon drums.

5.0 TRASH BIN REMOVAL

- 5.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 5.2 A designated storage area will be provided for the trash bin(s).
- 5.3 Concessionaire shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.

6.0 GRAFFITI ERADICATION AND CONTROL

- 6.1 Graffiti eradication and control shall include all surfaces within the demised premises both interior and exterior.
- 6.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.
- 6.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director.
- 6.4 The Concessionaire shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Concessionaire shall use materials, and methods of application, as provided and approved by the Director.
- 6.5 The Concessionaire shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.

7.0 RODENT CONTROL

- 7.1 All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control.

**Whittier Narrows Equestrian Center
General Maintenance Guidelines**

- 7.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level.
- 7.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Concessionaire's expense, until eradication is complete.

8.0 SWALES AND DRAINS

- 8.1 The Concessionaire shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.
- 8.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 8.3 Drains and collection boxes shall be cleaned and cleared of all debris.
- 8.4 Drain grates shall be inspected to restrict hazards. The Concessionaire shall immediately inform the Director of any broken or missing grates, and secure same to keep the area safe for public use.

9.0 EQUESTRIAN ARENA MAINTENANCE

- 9.1 Daily Operations
 - a. All areas shall be maintained at a level that ensures a safe condition. Equestrian Center includes all wood and metal fencing, surrounding turf, trees, shrubs, groundcover, irrigation system, horse-drinking trough, entrance arena, and all surface areas of dressage, exercise, groom, and congregation of horses. Inspections shall be made daily prior to 7:00 AM, and the Director shall be informed immediately thereafter of any hazardous conditions thereat, or any supplemental needs thereof. Unless otherwise specified, all specifications of this Agreement which govern the Concessionaire's completion of required obligations shall apply to Equestrian Center maintenance.
 - b. All horse manure shall be scooped-up and properly disposed of.
 - c. Fifty-five (55) gallon trash cans shall be emptied and placed outside of all perimeter fence areas of the Equestrian Center.
 - d. Lightly water all surface areas of the dressage, exercise, groom, and congregation of horses, and then drag and level with a steel drag mat acceptable to the Director. A small 4-wheel vehicle acceptable to the Director, such as a John Deere Gator, shall be used to drag the surfaces.
 - e. After smoothing the surface with the drag mat, small pebbles and other debris shall then be removed.

**Whittier Narrows Equestrian Center
General Maintenance Guidelines**

- g. The build-up of sand at the base and under the railing of the arena is to be leveled with the use of an aluminum landscape rake.
- h. It is important to note that once the leveling process described in subsections (e), (f), and (g) above is completed, the interior and exterior of the fence and arena areas should be at the same flat surface level.
- i. Low spots or locations of surface indentation shall be leveled using hand tools, such as shovels, aluminum landscape rakes, steel-bow rakes, etc.
- j. The Concessionaire shall make every effort to keep all areas in the Equestrian Center in a level condition.
- k. No pesticide use is permissible within the areas designated for dressage, exercise, dressage, and congregation of horses.
- l. The Concessionaire shall clean the horse water trough and remove all leaves, debris, and any other foreign matter. Cleaning solvents or cleansers are not permissible.

9.2 Weekly Operations

- a. The Concessionaire shall mechanically remove all weeds in all surface areas of dressage, exercise, groom and congregation of horses.
- b. The Concessionaire shall check and inspect all irrigation components to ensure proper coverage and operability.

ARMED FORCES PEST MANAGEMENT BOARD (AFPMB) STANDARD PESTICIDES LIST AVAILABLE TO DOD COMPONENTS AND AGENCIES

October 1, 2013

This list contains pesticides that the Armed Forces Pest Management Board (AFPMB) has approved for DLA/DSCR stockage. DoD policy (DoD Instruction 4150.07) requires that the use of most of these pesticides whether procured from DLA or locally, must be pre-approved by a professional pest management consultant. This is usually done when the consultant approves the Installation's pest management plan. DoD policy also requires that only trained and certified applicators may apply pesticides on DoD installations. Only authorized personnel should procure and use these pesticides.

Note: For Contingencies, see the Contingency Pesticide List and AFPMB Technical Guide 24. Changes on List are highlighted in bold red..

NSN 6840-	Item (Alternative Trade Name)	Unit Package	AAC *	Price	Unit Issue	Users+
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- [Administrative Procedures \(including emergency requisition of pesticides\)](#)

1. HERBICIDES/FUNGICIDES/ALGACIDES						
The following herbicides must be applied by a DoD certified pesticide applicator or under the direct supervision of a DoD Certified pesticide applicator.						
01-360-4741 MSDS Label	Fungicide, Methylisothiocyanate (MITC-FUME) ***RESTRICTED USE PESTICIDE***	18 tubes	J	47.99	CO	A, N, F, M
01-457-6588 MSDS Label	Fungicide, Methyl Azoxystrobin, 50% (Heritage)	(6) 1- lb. cont.	H	6700.10	BX	A, N, F, M
01-561-9603 MSDS Label	Herbicide, Aminopyralid, 40.6% (Milestone VM)	(2) 2.5-gal co	J	2221.61	BX	A, N, M, F
00-392-7593 MSDS Label	Herbicide, Bromacil, 21.9% lithium salt of bromacil, liquid (Hyvar X-L)	(4) 1-gal co	H	517.02	BX	A, F, M
01-408-9079 MSDS Label	Herbicide, Bromacil, 80%, wettable powder (Hyvar X)	(12) 4-lb bags	H	2322.20	BX	A, M
01-005-7523 MSDS Label	Herbicide, Diquat, 35.3%, water soluble liquid (Reward)	1-gal co	H	487.40	GL	F
00-815-2799 MSDS Label	Herbicide, Diquat, 35.3%, water soluble liquid (Reward)	(2) 2.5-gal co	H	1074.96	BX	A, N, F
01-341-9346 MSDS Label	Herbicide, Diuron, minimum 80% diuron, granular	25-lb bag	H	267.28	BG	A, N, F, M
00-001-7710 MSDS Label	Herbicide, Diuron-Bromacil mixture, 40% bromacil, 40% diuron, granular (Krovar I DF)	6-lb bag	H	132.40	BG	A, N, F, M
01-356-6001 MSDS Label	Herbicide, Fluridone, 5%, pellets (Sonar SRP)	40-lb co	J	660.12	CO	A, N
01-356-8888 MSDS Label	Herbicide, Fluridone 41.7% liquid (Sonar A.S.)	1 qt co	H	1196.38	QT	A, N
01-525-5869 MSDS Label	Herbicide, Imazapic ammonium salt 23.6% liquid (Plateau)	(2) 1-gal co	J	1458.00	BX	A, N, M, F
01-108-9578 MSDS Label	Herbicide, Isopropylamine salt of glyphosate, 41%, water soluble liquid (Roundup Pro/Ranger Pro/Razor Pro/Glyphos Pro)	(2) 2.5-gal co	H	193.72	BX	A, N, F, M
01-388-0142 MSDS Label	Herbicide, Isopropylamine salt of glyphosate, 41%, water soluble liquid (Roundup Pro/Ranger Pro/Razor Pro/Glyphos Pro)	30-gal drum	H	1210.76	DR	A, F
01-356-8893	Herbicide, Isopropylamine salt of glyphosate, 53.8%, water soluble	(2) 2.5-gal co	H	444.76	BX	A, F, M

ARMED FORCES PEST MANAGEMENT BOARD (AFPMB) STANDARD PESTICIDES LIST AVAILABLE TO DOD COMPONENTS AND AGENCIES

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NSN 6840-	Item (Alternative Trade Name)	Unit Package	AAC *	Price	Unit Issue	Users+
MSDS Label	liquid (Rodeo/Aquamaster)					
01-377-7113 MSDS Label	Herbicide, Isopropylamine salt of glyphosate, 2.0%, water soluble liquid (Roundup Ready-to-Use)	24-oz pump spray bottle	H	9.20	BT	N, F
01-399-0673 MSDS Label	Herbicide, Ammonium salt of glyphosate, 73.3% and 2.9% Diquat dibromide, water soluble liquid (Quik Pro)	5 pkg.	H	23.47	BX	A, F, M
01-545-4540 MSDS Label	Herbicide, Ammonium salt of glyphosate, 73.3% and 2.9% Diquat dibromide, water soluble liquid (Quik Pro)	6.8 lb co	H	257.29	CO	A, N, M, F
01-356-8902 MSDS Label	Herbicide, Isopropylamine salt of imazapyr, 26.7% (Arsenal Powerline)	(2) 2.5-gal co	H	2960.62	BX	A, N, F, M
01-532-5403 MSDS Label	Herbicide, Isopropylamine salt of imazapyr, 28.7% (Habitat)	(2) 2.5-gal co	H	2285.35	BX	A, N, F, M
01-318-7417 MSDS Label	Herbicide, Oryzalin, 40.4% (Surflan A.S.)	1-gal bot	H	407.27	GL	A, N, F, M
00-145-0013 MSDS Label	Herbicide, Prometon, 25% prometon, emulsifiable concentrate (Pramitol 25E)	(2) 2.5-gal co	H	313.01	BX	A, F
01-356-8891 MSDS Label	Herbicide, Methyl Sulfometuron, 75% (Oust XP)	48-oz co	H	656.46	CO	A, N, F, M
01-319-2890 MSDS Label	Herbicide, Tebuthiuron (Spike 80 DF)	4-lb bag	L	173.76	BG	A, N, F, M
01-457-6576 MSDS Label	Herbicide, Tebuthiuron-Diuron, 1% Tebuthiuron, 3% Diuron (Spraykil SK-13)	40 lb. container	H	234.13	CO	A, N, F, M
01-552-1822 MSDS Label	Herbicide, Triclopyr, 60.45% (Garlon 4 Ultra)	(2) 2.5-gal co	H	707.87	BX	A, N, M, F
00-577-4194 MSDS Label	Herbicide, 2,4-Dichlorophenoxy-acetic acid (2,4-D), oil miscible/water emulsifiable liquid (low volatile ester form)	(2) 2.5-gal co	H	205.40	BX	A, N, F, M
00-664-7060 MSDS Label	Herbicide, 2,4-Dichlorophenoxy-acetic acid (2,4-D), water soluble liquid (amine salt form)	(2) 2.5-gal co	H	147.65	BX	A, N, M
01-377-7110 MSDS Label	Herbicide, 2,4-Dichlorophenoxy-acetic acid (2,4-D), 0.128%, 0.22% MCPP and 0.05% Dicamba water soluble liquid (Weed-B-Gon MAX)	24-oz pump spray bottle	H	11.96	BT	F

2. REPELLENTS

The following repellents must be applied by trained personnel or a DoD certified pesticide applicator.

01-334-2666 MSDS Label	Insect Repellent, clothing application, 40% permethrin, liquid (2-Gal sprayer)	(12) 151-ml bot	H	154.97	BX	A, N, F, M
All DoD personnel following label and MSDS familiarization may apply the following repellents.						
01-284-3982 MSDS Label	Insect Repellent, personal application, Ultrathon (3M/EPA 58007-1)	(12) 2-oz tubes	H	98.52	BX	A, N, F, M
01-278-1336 MSDS Label	Insect Repellent, clothing application, aerosol (Permethrin Arthropod Repellent)	(12) 6-oz cans	H	82.00	BX	A, N, F, M
01-137-8456 MSDS Label	Insect Repellent, personal application, 3% benzocaine, 10% precipitated sulfur (Chigg-Away)	118-ml bot	H	6.70	BT	A, N, F, M
01-288-2188 MSDS Label	Insect Repellent, personal application & sunscreen, 20% DEET/SPF15 (Sunsect)	(12) 2-oz tubes	H	79.28	BX	A, N, F
01-452-9582 MSDS Label	Insect Repellent, personal application & sunscreen, 20% DEET/SPF15 (Sunsect)	320 packets	H	439.26	BX	A, N, F
01-493-7334 MSDS Label	Insect Repellent, personal application & camouflage face paint (CFP w/ DEET)	12 compacts/box	V	152.66	BX	A, N, F, M
01-345-0237 MSDS Label	Insect Repellent, clothing application, permethrin (IDA)	12 kits	H	60.86	BX	A, N, F, M
01-584-8393 MSDS Label	Insect Repellent, personal application, 30% DEET (SP532-Ultra30/LippoDEET)	(12)-2 oz tubes	H	75.71	BX	A, N, M, F
01-584-8598 MSDS Label	Insect Repellent, personal application, 23% DEET, pump spray bottles (Cutter Backwoods DEET Insect Repellent)	(12)-6 oz BT	H	77.94	BX	A, N, F, M
01-619-4795 MSDS Label	Insect Repellent, personal application, 20% Picaridin, pump spray bottle (NATRAPEL Insect Repellent)	(12)-3.5 oz BT	Z	41.55	BX	A, N, M, F

ARMED FORCES PEST MANAGEMENT BOARD (AFPMB) STANDARD PESTICIDES LIST AVAILABLE TO DOD COMPONENTS AND AGENCIES

October 1, 2013

NSN 6840-	Item (Alternative Trade Name)	Unit Package	AAC *	Price	Unit Issue	Users+
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01-602-8388	Insect Repellent, personal application & camouflage face paint (Stick w/ DEET), sand & loam colors	6 sticks/box	Y	37.40	BX	A, N, F, M
01-602-8387	Insect Repellent, personal application & camouflage face paint (Stick w/ DEET), green & sand colors	6 sticks/box	Y	37.40	BX	A, N, F, M
01-602-8370	Insect Repellent, personal application & camouflage face paint (Stick w/ DEET), black & green colors	6 sticks/box	Y	37.40	BX	A, N, F, M
01-602-8300	Insect Repellent, personal application & camouflage face paint (Stick w/ DEET), white & loam colors	6 sticks/box	Y	37.40	BX	A, N, F, M
01-602-8363	Insect Repellent, personal application & camouflage face paint (Stick w/ DEET), green & loam colors	6 stick/box	Y	37.40	BX	A, N, F, M

3. INSECTICIDES

The following insecticides must be applied by a DoD certified pesticide applicator or under the direct supervision of a DoD Certified pesticide applicator.

01-543-0662 MSDS Label	Insecticide, Abamectin, 0.011%, (Advance 360A Dual Choice Ant Bait Stations)	72 bait stations	H	86.42	BX	A, N, M, F
01-561-9766 MSDS Label	Insecticide, Abamectin, 0.05% (Avert Dry Flowable Cockroach Bait Formula 1)	12-30 gram tubes	H	391.01	BX	A, N, M, F
01-561-9649 MSDS Label	Insecticide, Abamectin, 0.05% (Avert Cockroach Bait Stations Formula 1)	4 bags. Each bag contains 72 bait stations	H	294.19	BX	A, N, F, M
00-145-0016 MSDS Label	Insecticide, Aluminum phosphide, 55 % tablets (Phostoxin/Fumitoxin) ***RESTRICTED USE PESTICIDE***	100 tablets	H	40.52	CN	A, N, F
00-442-5698 MSDS Label	Insecticide, Aluminum phosphide, 55 % pellets (Phostoxin/Fumitoxin) ***RESTRICTED USE PESTICIDE***	1660 pellets	H	73.38	BT	A, N, F, M
01-377-7049 MSDS Label	Insecticide, <i>Bacillus thuringiensis</i> , 10% (Summit BTI. Briquets)	100 Briquets	H	129.40	BX	A, N, F, M
01-565-8241 MSDS Label	Insecticide, <i>Bacillus thuringiensis</i> (<i>Vectobac</i> WDG)	24-1 lb bags/CO	H	1331.22	CO	A, N, M, F
01-287-3938 MSDS Label	Insecticide, Boric Acid, aerosol (Perma-Dust PT 249)	(12) 9 oz cans	V	117.55	BX	A, N, F, M
01-525-6888 MSDS Label	Insecticide, Bifenthrin, 7.9% liquid (Talstar P Professional)	1-qt co	H	66.25	QT	A, N, M, F
00-932-7297 MSDS Label	Insecticide, Carbaryl, 80%, water dispersible powder (Sevin 80S/AllPro Carbaryl 80S)	(5) 10-lb bags	Z	602.05	BX	A, N, F
01-104-0887 MSDS Label	Insecticide, Carbaryl, 43.4%, liquid (Carbaryl 4L)	(2) 2.5-gal co	H	403.82	BX	F
01-525-7139 MSDS Label	Insecticide, Chlorfenapyr, 21.45% liquid (Phantom)	(4) 75-oz co	H	1051.88	BX	A, N, F, M
01-313-7359 MSDS Label	Insecticide, beta-cyfluthrin, 11.8% (Tempo SC Ultra)	(12) 240-ml bot	H	627.41	BX	A, N, F, M
01-383-6251 MSDS Label	Insecticide, beta-cyfluthrin, 10% (Tempo Ultra WSP)	(32) 50 gm packs	H	449.59	BX	A, N, F, M
01-561-9717 MSDS Label	Insecticide, Cyfluthrin, 0.1%, aerosol (PT CY-KICK)	12 x 17.5 oz cans/box	H	164.87	BX	A, M, F, N
01-561-9669 MSDS Label	Insecticide, Lambda-cyhalothrin, 0.05% aerosol (PT 221L Residual)	12 x 17.5 oz cans/box	H	154.62	BX	A, M, N, F
01-390-4822 MSDS Label	Insecticide, Cypermethrin, 40% (Demon WP)	1-lb jar	H	82.29	LB	A, N, F, M
01-573-5024 MSDS Label	Insecticide, Deltamethrin, 0.03% (Kills Bedbugs II)	(4) 1- gal jugs	Z	98.68	BX	A,N,F, M
01-431-3345	Insecticide, Deltamethrin, 0.05% (Delta Dust)	1-lb co	H	16.30	LB	A, N, F,

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October 1, 2013

NSN 6840-	Item (Alternative Trade Name)	Unit Package	AAC *	Price	Unit Issue	Users+
MSDS Label						M
01-561-9745 MSDS Label	Insecticide, Deltamethrin, 0.06%, aerosol (D-Force Residual)	8 x 14 oz cans/box	H	143.00	BX	A, N, M, F
00-142-9438 MSDS Label	Insecticide, Dichlorvos, 20% (plastic strips)	48 strips	V	229.91	BX	A, N, F, M
01-603-5650 MSDS Label	Insecticide, Dichlorvos, 20% (NUVAN PROSTRIPS + 65 Gram)	6 packs per box (3 strips per pack)	Z	438.12	BX	A, N, M, F
01-603-5654 MSDS Label	Insecticide, Dichlorvos, 20% (NUVAN PROSTRIPS 16 Gram)	6 packs per box (12 strips per pack)	J	519.38	BX	A, N, M, F
01-412-4634 MSDS Label	Insecticide, D-Phenothrin, 2%, aerosol	12-oz can	H	16.79	CN	A, N, F, M
66-131-2263	Insecticide, D-Phenothrin 2% and Permethrin 2% (Callington 1-Shot Aircraft Insecticide) ***TEMPORARY USE PESTICIDE*** For use in Disinsection of Aircraft Cargo Holds	150 gram can	D	16.00	CN	N, F
01-586-8718 MSDS Label	Insecticide, Allethrin-Permethrin Mixture 0.25% and 0.15% , aerosol (Ace House & Garden Bug Killer 2)	15-oz can	D	7.60	CN	A, N, M, F
01-067-2137 MSDS Label	Insecticide, D-trans Allethrin and Resmethrin, 0.125% and 0.2% , aerosol (Kill Zone House & Garden Insect Killer Formula 4)	14-oz can	V	3.68	CN	A, N, F, M
01-573-4964 MSDS Label	Insecticide, Etofenprox, 20% (Zenivex E20)	(2) 2.5-gal co	H	2837.12	BX	A,N,M
01-619-6396 MSDS Label	Insecticide, Etofenprox 1.0%; Tetramethrin 0.5% and Piperonyl Butoxide 1.5% (ZENPROX Aerosol)	(6) 16-oz cans	Z	51.04	BX	A,N,F, M
01-183-7244 MSDS Label	Insecticide, Methomyl, 1.1%, Fly bait (Golden Malrin/Stimukil)	5-lb can	H	21.50	CN	A, N, F, M
01-287-3913 MSDS Label	Insecticide, Hydramethylnon (Amdro Fire Ant Bait; PROBAIT Fire Ant Bait)	(24) 6-oz bot	H	606.83	BX	A, N, F, M
01-501-2905 MSDS Label	Insecticide, Hydroprene, 90.6% (Gentrol Point Source)	20 devices/box	H	51.25	BX	A, M, N
01-585-9976 MSDS Label	Insecticide, Hydroprene, 0.36%(Gentrol Aerosol)	(12) 16 –oz cans	H	157.89	BX	A, N, M, F
01-424-2494 MSDS Label	Insecticide, Fenoxycarb (Award Brand of Logic)	25-lb bag	H	441.90	BG	A, N, F, M
01-585-9950 MSDS Label	Insecticide, Fipronil, 0.0143% (Top Choice Fire Ant Granules) *** RESTRICTED USE PESTICIDE ***	50-lb bag	H	358.80	BG	A, N, M, F
01-224-1269 MSDS Label	Insecticide, Fipronil, cockroach, large size (Combat Source Kill Max R2)	8 bait stations/ box/ 12 boxes	H	168.90	PG	A, N, F, M
01-180-0167 MSDS Label	Insecticide, Fipronil, cockroach, regular size (Combat Source Kill Max R1)	12 bait stations/ box/ 12 boxes	H	150.95	PG	A, N, F, M
01-483-3065 MSDS Label	Insecticide, Fipronil (Maxforce FC Roach Killer Bait Gel)	24-60 gram reservoirs/ box	H	345.80	BX	A, N, M
01-471-5650 MSDS Label	Insecticide, Fipronil (Maxforce FC Roach Killer Bait Gel)	4-30 gram reservoirs/box	H	28.38	BX	A, N, M
01-500-4579 MSDS Label	Insecticide, Fipronil (Maxforce FC Ant Killer Bait Gel)	4 reservoirs/box	H	33.36	BX	A, N, M, F
01-602-8269 MSDS Label	Insecticide, Fipronil (Maxforce FC Magnum Roach Killer Bait Gel)	12-33 gram reservoirs per box	H	170.16	BX	A, N, M, F
01-298-1122 MSDS Label	Insecticide, Fipronil (MaxForce FC Ant Bait)	96 stations	H	122.35	PG	A, N, F, M
01-483-3072 MSDS Label	Insecticide, Fipronil (Termidor 80WG)	24 co/box	H	3980.84	BX	A, N, M
01-483-3068 MSDS Label	Insecticide, Fipronil (Termidor SC)	4-78 oz BT/box	H	1318.63	BX	A, N, M
01-318-7416 MSDS Label	Insecticide, Hydroprene, 9.0%, emulsifiable concentrate (Gentrol IGR)	(10) 1-oz bot	H	81.14	BX	A, N, F, M
01-591-2150 MSDS Label	Insecticide, Imidacloprid (Temprid SC)	400 ml CO	H	147.90	CO	A,N, F, M

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NSN 6840-	Item (Alternative Trade Name)	Unit Package	AAC *	Price	Unit Issue	Users+
01-518-5807 MSDS Label	Insecticide, Imidacloprid (Maxforce Granular Fly Bait)	5 lb co	H	50.53	CO	A, N, F, M
01-555-9369 MSDS Label	Insecticide, Imidacloprid (Maxforce Fly Spot Bait)	(50) 2 oz pkg/box	H	396.97	BX	A, N, M, F
01-457-6580 MSDS Label	Insecticide, Imidacloprid, 0.5% granular (Merit 0.5 g)	30 lb. bag	H	228.86	BG	A, N, F, M
01-428-6646 MSDS Label	Insecticide, Lambda-cyhalothrin, 9.7% (Demand CS)	(8) 8 oz bottle	H	487.40	BX	A, N, F, M
01-431-3357 MSDS Label	Insecticide, Lambda-cyhalothrin (Surrender Pesttab)	40 tablets	H	72.73	CO	A, N, F, M
00-655-9222 MSDS Label	Insecticide, Malathion, 57.0%, emulsifiable concentrate, class 2	1-gal co	H	64.27	GL	A, N, F, M
00-685-5438 MSDS Label	Insecticide, Malathion, 57.0%, emulsifiable concentrate, class 2	5-gal can	H	290.53	CN	A, N, F, M
00-926-1481 MSDS Label	Insecticide, Malathion, 96.5%, liquid, (Fyfanon ULV)	54-gal drum	H	4018.39	DR	A, N, F, M
01-169-1842 MSDS Label	Insecticide, Malathion, 96.5%, liquid, (Fyfanon ULV)	5-gal can	H	350.50	CN	A, N, F, M
01-424-2495 MSDS Label	Insecticide, Methoprene (Altosid XR Briquets)	220 Briquettes	H	1179.56	BX	A, N, F, M
01-511-0535 MSDS Label	Insecticide, Methoprene (Altosid Pellets)	(2) 22 lb co/box	H	2182.38	BX	A, N, F, M
01-424-2493 MSDS Label	Insecticide, Methoprene (Altosid Liquid Larvicide Conc.)	(2) 2.5-gal co	H	9250.68	BX	A, N, F, M
01-591-2155 MSDS Label	Insecticide, Methoprene (Precor 2000 Plus)	12 aerosols/box	H	222.49	BX	A, N, M, F
01-270-9765 MSDS Label	Insecticide, Naled, 87.4, liquid (Dibrom)	30-gal drum	H	7613.95	DR	A, F
01-532-5414 MSDS Label	Insecticide, Naled, 78%, liquid (Trumpet EC)	30-gal drum	J	5475.14	DR	A, N, F, M
00-597-6111 MSDS Label	Insecticide, Naphthalene, ball form	14-oz box	H	7.25	BX	A, N, F, M
01-467-0994 MSDS Label	Insecticide, Nithiazine, Fly Strips (Quikstrike), 2 strips per package	(12) PG/box	H	262.60	BX	A, N, F
00-174-1825 MSDS Label	Insecticide, P-Dichlorobenzene, crystal/flake	100-lb drum	J	390.00	DR	A, N, F
00-174-1824 MSDS Label	Insecticide, P-Dichlorobenzene, crystal GSA	1-lb can	J	17.04	LB	N, F, M
01-606-8581 MSDS Label	Insecticide, Permethrin-Piperonyl Butoxide (20.6+ 20.6%), All Pro Aqualuer 20-20	(2)-2.5 gal co/box	J	1313.26	BX	A, N, F, M
01-550-5660 MSDS Label	Insecticide, Permethrin-Piperonyl Butoxide (4.6+4.6%) , (Kontrol 4-4)	(2) 2.5-gal co	H	333.40	BX	A, N, F, M
01-104-0780 MSDS Label	Insecticide, Pyrethrins, 3% pyrethrins with synergists, liquid (ULV fog concentrate)	1-gal bot	H	222.08	GL	A, N, F, M
00-459-2443 MSDS Label	Insecticide, Phenothrin 0.120% and Allethrin 0.129%, aerosol (Wasp-Freeze Wasp & Hornet Killer)	(12) 17.5-oz cans	H	114.36	BX	A, N, F, M
01-619-6467 MSDS Label	Insecticide, Etofenprox 0.50%; Tetramethrin 0.2% and Piperonyl Butoxide 1.0% (Zoecon Wasp-X Wasp and Hornet Spray)	(12) 16-oz cans	Z	74.01	BX	A, N, F, M
00-823-7849 MSDS Label	Insecticide, Pyrethrin, aerosol (PT 565 Plus XLO)	(12) 20-oz cans	H	241.14	BX	A, N, F
01-359-8533 MSDS Label	Insecticide, Resmethrin (Scourge) ***RESTRICTED USE PESTICIDE***	5-gal can	H	757.18	CN	A, N, F
01-457-6583 MSDS Label	Insecticide, Spinosad, 11.6% (Conserve SC)	1 qt co	H	218.54	QT	A, N, F, M
01-474-7751 MSDS Label	Insecticide, Sumithrin-Piperonyl Butoxide, 10%-10%, (Anvil 10+10 ULV)	(2) 2.5-gal/box	H	2334.52	BX	A, M, F, N
01-474-7706 MSDS Label	Insecticide, Sumithrin-Piperonyl Butoxide, 10%-10%, (Anvil 10+10 ULV)	250 gal co	J	-----	CO	A, N, F, M
01-424-3132 MSDS Label	Insecticide, Temephos (Abate 4E; ALLPRO Provect 4E Larvicide)	2.5-gal co	H	1567.16	CO	A, N, F, M
01-498-9270 MSDS Label	Insecticide, Temephos (5% Skeeter Abate; ALLPRO Provect 5G Larvicide)	2-22 lb co	H	282.18	EA	A, F

October 1, 2013

NSN 6840-	Item (Alternative Trade Name)	Unit Package	AAC *	Price	Unit Issue	Users+
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01-467-1029 MSDS Label	Mosquito Larvicide and Pupicide (Agnique MMF)	(2) 2.5-gal co	Y	347.62	BX	A, N, F
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4. EPA 25 (b) EXEMPT PESTICIDE PRODUCTS

The following are EPA 25(b) exempt pesticides that have been approved by the AFPMB for stock listing.

01-606-9951 MSDS Label	Insecticide, Geraniol, 1.3%; aerosol (Terminix Natural Pest Control Flying Insect Killer)	(6) 14 oz cans	J	51.94	BX	A, N, F, M
01-607-0000 MSDS Label	Insecticide, Thyme Oil, 4.1%; (TyraTech Tech Dust Natural Insecticide)	10 lb. pail	J	88.29	CO	A, N, F, M

5. RODENTICIDES

The following rodenticides must be applied by trained personnel or a DoD certified pesticide applicator.

00-089-4664 MSDS Label	Rodenticidal Bait, Anticoagulant, 0.005% Diphacinone	40 blocks	H	112.92	BX	A, N, F, M
01-577-2202 MSDS Label	Rodenticide, Anticoagulant, (Kaput Combo Bait Pellets), 0.020% Imidacloprid and 0.025% Warfarin	250 packets/bx	H	113.31	BX	A, N, F, M
01-598-2617 MSDS Label	Rodenticidal Bait, Anticoagulant, 0.005% Bromadiolone (Maki), pellets	175 pkgs/CO	H	153.37	CO	A, N, M, F
01-598-4840 MSDS Label	Rodenticidal Bait, Anticoagulant, 0.005% Brodifacoum (Talon-G), pellets	2 pails each w/150 pkgs per box	H	137.12	BX	A, N, M, F
01-501-2858 MSDS Label	Rodenticidal Bait, Anticoagulant, 0.005% Bromadiolone, (Contrac Blox), 1 oz bait blocks	18-lb co	H	91.92	CO	A, N, M, F
01-503-5348 MSDS Label	Rodenticidal Bait, Anticoagulant, 0.005% Brodifacoum, (Final Blox), 20 gram bait blocks	18-lb co	H	100.79	CO	A, M, N, F
00-753-4972 MSDS Label	Rodenticide, Anticoagulant, concentrate 0.106% sodium salt of diphacinone (LIQUA-TOXII)	50 pouches	H	88.57	BX	A, N, F, M
01-598-4844 MSDS Label	Rodenticide, Anticoagulant, concentrate 0.106% sodium salt of diphacinone (LIQUA-TOXII)	4 packages per box (8 packets per package)	H	98.78	PG	A, N, M, F
01-435-9318 MSDS Label	Rodenticide, 10% zinc phosphide (ZP Tracking Powder) ***RESTRICTED USE PESTICIDE***	(4) 500-g bot	H	47.48	BX	N, F
01-619-6419 MSDS Label	Rodenticide, Anticoagulant, Difethalione 0.0025% (First Strike Soft Bait Rodenticide)	16 lb. co	Z	103.88	CO	A, N, M, F

6. SURFACTANTS

Surfactants are not pesticides, but are wetting agents that lower the surface tension, allowing easier spreading, and lower the interfacial tension between two liquids. Some pesticides, particularly herbicides, either require the use of a surfactant or performance may be improved by the addition of a surfactant. Refer to the pesticide label to determine if a surfactant is recommended by manufacturer.

01-546-3053 MSDS Label	Surfactant, Pesticide, Spray Adjuvant (Cygnet Plus)	(2) 2.5-gal co	J	196.44	BX	A, N, M, F
01-356-8896 MSDS Label	Surfactant, Pesticide, Spray Adjuvant (Cide-Kick II)	(2) 2.5-gal co	H	256.91	BX	A, N, M, F
01-356-8897 MSDS Label	Surfactant, Pesticide, Spray Adjuvant (Cide-Kick)	(2) 2.5-gal co	H	238.15	BX	A, N, M, F

ARMED FORCES PEST MANAGEMENT BOARD (AFPMB) STANDARD PESTICIDES LIST AVAILABLE TO DOD COMPONENTS AND AGENCIES

October 1, 2013

NSN 6840-	Item (Alternative Trade Name)	Unit Package	AAC *	Price	Unit Issue	Users+
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+User Code A=Army, N=Navy, F=Air Force, M=Marines SOS (DSCR-Richmond/DLA Aviation) =SMS

***ACQUISITION ADVICE CODES (AAC)**

- D. DOD INTEGRATED MATERIAL MANAGER (IMM) STOCKED, AND ISSUED. Issue, transfer, or shipment is not subject to specialized controls other than those imposed by the Integrated Material Manager/Military Service supply policy.
 - 1. The item is centrally managed, stocked, and issued.
 - 2. Requisitions will be submitted in accordance with Military Service requisitioning procedures.
- G. GENERAL SERVICES ADMINISTRATION (GSA) INTEGRATED MATERIAL MANAGED, STOCKED AND ISSUED. Identifies GSA managed items available from GSA Supply Distribution Facilities. Requisitions and fund citations will be submitted in accordance with GSA/Military Service requisitioning procedures.
- H. CENTRAL CONTRACT - NOT STOCKED ITEM. Direct delivery under central contract # (non-stocked items) issue, transfer, or shipment is not subject to specialized controls other than those imposed by IMM/Service/Agency supply policy.
 - 1. The item is centrally managed and procured.
 - 2. Normal issue is by direct shipment from the vendor to the user at the order of the ICP or IMM. However, orders for quantities less than the vendor's minimum order of quantity may be issued from stock by ICP or IMM supply distribution facilities.
 - 3. Requisitions and fund citations will be submitted in accordance with IMM/Service/Agency requisitioning procedures.
 - 4. Generally, delivery will be made within applicable Service/Agency guidelines addressing customer-required time frame.
- I. DIRECT ORDERING FROM A CENTRAL CONTRACT/SCHEDULE. Issue, transfer, or shipment is not subject to specialized controls other than those imposed by Integrated Material Manager/Military Service supply policy. The item is covered by a centrally issued contractual document, or by a multiple award Federal Supply schedule for GSA managed items, which permits using activities to place orders on vendors for direct delivery to the user.
- J. NOT STOCKED, CONTROLLED PROCURED. Identifies IMM/Military Service centrally managed but not stocked items. Long lead times must be anticipated, since procurement will be initiated only after receipt of a requisition. Requisitions will be submitted in accordance with IMM/Military Service requisitioning procedures.
- K. CENTRALLY STOCKED FOR OVERSEAS ONLY. Main means of supply is local purchase. Item is stocked in domestic supply system for those overseas activities unable to procure locally due to non-availability of procurement sources or where local purchase is prohibited. Requisitions will be submitted by overseas activities in accordance with Service/Agency requisitioning procedures. NOTE: CONUS activities will obtain supply support through local procurement procedures.
- L. LOCAL PURCHASE. IMM/Military Service managed items authorized for local purchase, as a normal means of support, by the Military Service, or base, post, camp, or station level. Items not stocked in wholesale distribution system of IMM/Military Service ICP. The local purchase forms authorized by the individual IMM/Military Service must be used. NOTE: GSA FSS items are included.
- V. TERMINAL ITEM. Identifies items in stock; but future procurement is not authorized. Requisitions may continue to be submitted until stocks are exhausted. Preferred items National Stock Number (NSN) normally provided by the application of the phrase, "When Exhausted Use (NSN)". Requisitions will be submitted in accordance with IMM/Military Service requisitioning procedures as applicable.
- X. SEMIACTIVE ITEM-NO REPLACEMENT. A potentially inactive NSN which must be retained in the supply system as an item of supply because (1) stocks of the item are on hand or in use below the wholesale level and (2) the NSN is cited in equipment authorization documents TO&E, TA, TM, etc. or in-use assets are being reported.
 - 1. Items are authorized for central procurement but not authorized for stockage at wholesale level.
 - 2. Requisitions for in-use replacement will be authorized in accordance with individual Military Service directives.
 - 3. Requisitions may be submitted as requirements generate. Repetitive demands may dictate at ACC change to permit Wholesale stockage.
- Y. TERMINAL ITEM. Further identifies AAC V items on which wholesale stocks have been exhausted. Future procurement not authorized.
 - 1. Requisitions will not be processed to the wholesale suppliers.
 - 2. Internal Services' requisitioning may be continued in accordance with Military Service requisitioning policies.
- Z. INSURANCE/NUMERIC STOCKAGE OBJECTIVE ITEM. Items, which may be required occasionally or intermittently and prudence requires that a nominal quantity of material be stocked due to the essentiality or the lead-time of the item.
 - 1. The item is centrally managed, stocked and issued.
 - 2. Requisitions will be submitted in accordance with IMM/Military Service requisitioning procedures.

DLA/DSCR POC:

[CLIFFORD MYERS](#)



EXHIBIT 8

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Hacienda Sosegado, LLC

Proposer's Name

23746 California Ave., Hemet, CA 92545

Business Address

20-8969832

Internal Revenue Service Employer Identification Number

GENERAL

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

PROPOSER'S CERTIFICATION

Check One

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

Name (please print or type) D. Joy Gould

Title of Signer (please print or type) Owner / Operator

Signature  Date November 28, 2016



EXHIBIT 12

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Hacienda Sosegado, LLC		
Company Address: 23746 California Ave.		
City: Hemet	State: CA	Zip Code: 92545
Telephone Number: 951-926-7929	Email address: djoyg@earthlink.net	
Solicitation/Contract For <u>Equestrian</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: D. Joy Gould	Title: Owner / Operator
Signature:	Date: November 28, 2016

Date: November 28, 2016

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

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

2.206.040 Required Solicitation and Contract Language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

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

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991

EXHIBIT F

Safely Surrender Baby Law

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

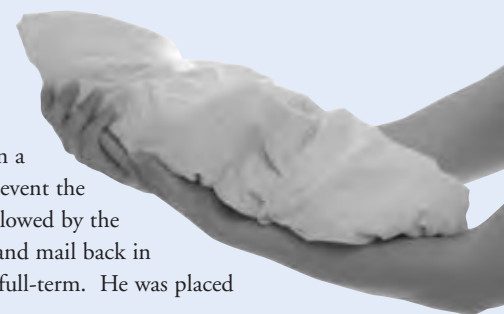
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





EXHIBIT 13

**CERTIFICATION OF COMPLIANCE WITH ARTIFICIAL TRANS FAT
REDUCTION PROGRAM**

The Proposer certifies that:

- (1) It is familiar with the requirements for participation in the County's Artificial Trans Fat Reduction (ATFR) Program and will obtain the County's approval as a participant in the ATFR Program.
- (2) Within five days of County's execution of the Contract, it will submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and thereafter diligently pursue approval as an ATFR participant.

Proposer name: Hacienda Sosegado, LLC

BY:  11-28-16
Signature and Date

D. Joy Gould
Name

Owner/Operator
Title

Voluntary Artificial Trans Fat Reduction (ATFR) Program Application

The Los Angeles County (LAC) Environmental Health (EH), in recognition of those food facilities who are making the effort to voluntarily remove artificial trans fats from their menu, is implementing a placard recognition program. This placard can be proudly displayed at your food facility to let potential customers know that your facility is participating in the ATFR Program.

PURPOSE

The criteria and procedures set forth by LAC EH are intended to ensure that those food facilities who display this placard are honestly presenting their food items to the public as advertised. In fact, the success or failure of this placard program rests on the overall diligence of the participating facilities' integrity in maintaining a zero grams trans fat program in their respective food businesses. The goal is for this placard to be meaningful to the customer when they are making healthy choices for their dining experience.

APPLICATION/APPROVAL PROCESS

The following documents/requirements need to be submitted along with the completed application form. Please note that if any of the documents/requirements are not furnished during the initial submission, the application will be returned.

1. A completed application for the LAC EH placard program.

Food facility chains shall only be required to submit one application for all locations if all of the following conditions are met.

- a. Each location shares common ownership.
 - b. Each location conducts food service operations consistent with the food facility chain's operational model.
 - c. Foods received, prepared, and offered for sale at each location are the same for each location throughout the chain.
2. A signed "Conditions of Participation Agreement".
 3. An application fee of \$204.00 made payable to the Los Angeles Department of Public Health.

Food facility chains that meet the conditions noted above (#1a-c) shall be required to submit only one application fee of \$136.00, plus \$68.00 for each

location in the chain that will participate in the ATFR Program. For example, a chain with three locations participating in the program would pay a total of \$340.00 (\$136 + \$68 + \$68 + \$68).

4. Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all food products:
 - a. that are, or that contain, fats, oils or shortenings, and
 - b. that are, when purchased by the food facility, required by applicable federal and state law to have labels, and
 - c. that are currently being stored, distributed, held for service, used in preparation of any menu items, or served by the food facility.
 - *Documentation instead of labels. Documentation from the manufacturers of such food products, indicating whether the food products contain vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, or indicating trans fat content, may be submitted for approval in lieu of copies of original labels.*
 - *Documentation required when food products are not labeled. If baked goods (or other food products restricted by the Department's ATFR Program standards) are not required to be labeled when purchased, copies of documentation from the manufacturer of the food products, (indicating whether the food products contain vegetable shortening, margarine or any kind of partially hydrogenated vegetable oil, or indicating trans fat content) may be submitted for approval in lieu of copies of original labels.*
5. A legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility.

APPROVAL AND DENIAL OF PLACARD

The application will be approved or denied within 30 business days from the date that it is received. A decision letter will be sent to all applicants indicating approval or reason(s) for denial. Applications that are not complete will be automatically returned to the applicant.

If you are approved, a placard will be mailed to you with the approval letter.



APPLICATION FOR THE COUNTY OF LOS ANGELES VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Name of
Organization/Business: _____

Name: _____
Last
First
Middle

Title/Position: _____

*Mailing Address: _____
Number
Street

City
State
Zip Code
Telephone

*If you are submitting an application for a chain please list the address for each location on a separate sheet and submit it with your application. If approved, a placard will be mailed to each of the locations you've listed unless otherwise specified.

APPLICATION CHECKLIST:

- () Completed Application Form (with list of additional locations if applicable)
- () Signed Condition of Approval Form
- () Make check payable to: County of Los Angeles, Department of Public Health
- () Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all products (*see application for details*)
- () Legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility
- () Mail your completed application and attachments to:

Environmental Health
 Attn. Consultation & Technical Services
 5050 Commerce Dr.
 Baldwin Park, CA 91706



CONDITIONS OF PARTICIPATION AGREEMENT

You must be a permitted food facility in Los Angeles County to participate in this placard recognition program.

By posting the ATFR placard in your facility, you are accepting the responsibilities of "truth-in-menu." Should this facility ever have to substitute an ingredient with one that contains reportable levels of trans fat, the placard **MUST BE REMOVED IMMEDIATELY** from display. Only upon re-establishing the advertised "zero grams trans fat" status, can the placard be displayed once again.

The ATFR placard is meant to help set your facility apart from all others and to help the public make informed choices in their dining experience. To ensure that your staff understands the importance of this program, they should be trained in what "trans fats" are and where they may be found. This will help to create the trustworthy atmosphere to your customer base.

The ATFR placard may not be reproduced in any form without prior approval from LAC EH. Any other reproduction, transmission, displays, or editing of the ATFR placard by any means mechanical or electronic without the express written permission of LAC EH is strictly prohibited.

I have read and agree to the above conditions.

Signature

Date

Print Name

Position

Committed to the Standard

Each participating food facility receives an ATFR inspection once per year to assure compliance with the program's standards. The ATFR inspection is separate from a regular food facility inspection and there is no additional cost for the inspection.

By assuring that all participating food facilities continue to meet the standard, both program participants and consumers can be confident that the decal/placard is meaningful and that it is reflective of a commitment to providing healthier dining options.

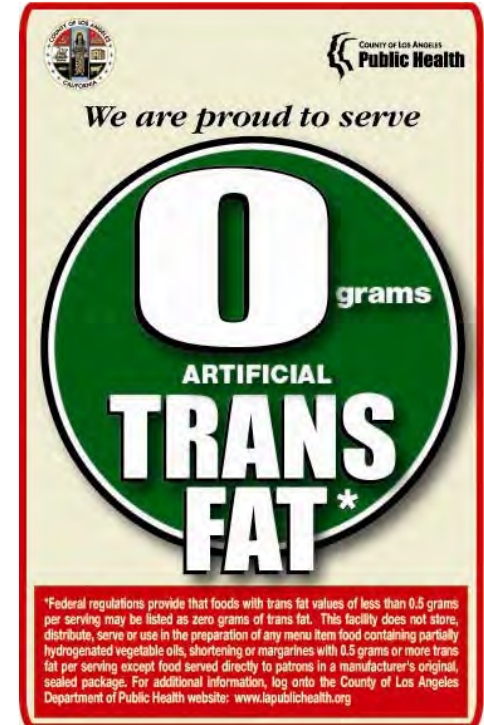
Getting Started

The County of Los Angeles Department of Public Health has brochures available to help you get started on the road to zero grams trans fat.

These brochures are available online at www.lapublichealth.org.



VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION (ATFR) PROGRAM



For more information:

www.lapublichealth.org/eh

www.fda.gov/fdac/features/2003/503_fats.html



County of Los Angeles Department of Public Health,
Environmental Health

**County of Los Angeles
Environmental Health**
5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430 – 5320

Food facilities that serve food with zero grams of trans fat help provide a healthier alternative to consumers.

These food facilities should stand up and be recognized.

The County of Los Angeles Department of Public Health has developed a program to help these food facilities get the recognition they deserve.

<p>Artificial Trans Fat Reduction Program</p> <ul style="list-style-type: none">✓ Zero Grams Trans Fat✓ Public Recognition
--

Although many food facilities have begun their effort to eliminate trans fat from their menus, a simple way for consumers to identify these facilities had never been developed until now!

The Voluntary ATFR Program

The ATFR Program recognizes food facilities that do not store, use, or serve food containing partially hydrogenated vegetable oils, shortening, or margarines with 0.5 grams or more trans fat per serving, except food that is being served directly to patrons in a manufacturer's original sealed package. (Foods with trans fat values of less than 0.5 grams per serving are listed as zero grams of trans fat).

Participating food facilities that meet this standard are recognized with the issuance of an official ATFR Program decal/placard to notify consumers that they serve zero grams of trans fat.



Additionally, these food facilities are listed on the Department of Public Health website as active participants in the ATFR Program.

Participating in the ATFR Program

Participation in the ATFR Program is strictly *voluntary*. Applications are available online at www.lapublichealth.org or at your local County of Los Angeles Environmental Health district office.

Familiarizing yourself with the nutritional facts panels of the foods in your food facility will help you in providing the necessary information detailed in the application.

A one-time fee of \$204.00 is required with the application. If you have several locations that meet the ATFR Program's conditions for a "chain," only one application fee of \$136.00 is required plus \$68.00 for each participating location in your food facility chain.

<p>Benefits of Participation</p> <p>By participating, you:</p> <ul style="list-style-type: none">▪ Will receive an official ATFR Program decal/placard that states that the food you serve contains zero grams of trans fat.▪ Will be recognized on the County of Los Angeles Department of Public Health website.▪ Show that you recognize consumers who are looking for healthier dining options.▪ Distinguish your food facility from other businesses that do not provide this healthier alternative.▪ Will be able to take advantage of a unique marketing opportunity.

ORDINANCE NO. _____

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

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

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

17.04.035 Contract-operated facilities.

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

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

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]



EXHIBIT 14

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

CERTIFICATION OF COMPLIANCE

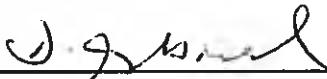
GREEN INITIATIVES

I, D. JOY GOULD, as the Owner/Operator
Name (please print or type) Title

of Hacienda Sosegado, LLC providing services at
Name of company

Whittier Narrows Equestrian Center
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.


Signed

November 28, 2016
Dated

Policy #:	Title:	Effective Date:
3.115	County of Los Angeles Vending Machine Nutrition Policy	8/8/2006

PURPOSE

Obesity rates are rising in the county among both children and adults. Obesity and poor nutrition are among the leading causes of chronic disease, including type 2 diabetes, heart disease, stroke, and cancer, and are major drivers of the escalating health care costs. The abundance of inexpensive low-nutrient, calorie-dense food and beverages in community and work environments are important contributors to unhealthy dietary practices. The purpose of the County of Los Angeles Vending Machine Nutrition Policy is to encourage healthier diets by increasing access to healthy food and beverages and reducing access to unhealthy food and beverage options for County employees and the public at County facilities.

REFERENCE

August 8, 2006, Board Order 25

February 17, 2009 - Board of Supervisors Statement of Proceedings:
<http://file.lacounty.gov/bos/supdocs/47636.pdf>

August 18, 2009 - Board of Supervisors Statement of Proceedings

POLICY

This policy would affect County-contracted vending machine suppliers by requiring them to change the products they offer to meet County of Los Angeles Vending Machine Nutrition Policy guidelines in all County facilities and offices, except where exempted by the Board of Supervisors. This policy as it exists now or may exist in the future will apply to all new vending machine agreements as well as any new amendments to existing vending contracts. It is anticipated that County employees who purchase items from vending machines will be positively impacted by the policy by having a broad range of healthier foods and beverages from which to choose. County of Los Angeles Vending Machine Nutrition Policy guidelines are listed below. A list of examples of foods and beverages that comply with these guidelines are available upon request from the Department of Public Health.

All snacks and beverages sold in County-contracted vending machines must adhere to the following nutrition guidelines:

Snacks in Vending Machines

An individually sold snack that has no more than:

- a) 35% of its calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale)
- b) 10% of its calories from saturated fat (excluding eggs and cheese packaged for individual sale)
- c) 35% sugar by weight (excluding fruits and vegetables)
- d) 250 calories per individual food item or package if a pre-packaged item
- e) 360 mg of sodium per individual food item or package if a pre-packaged item

Beverages in Vending Machines

- a) Drinking water (including carbonated water products)
- b) Fruit-based drinks that are at least 50 percent fruit juice without added sweeteners
- c) Vegetable-based drinks that are at least 50 percent vegetable juice without added sweeteners
- d) Milk products, including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy milk without added sweeteners
- e) Sugar sweetened or artificially sweetened beverages that do not exceed 25 calories per 8 ounces¹

Vending machines with beverages should include bottled water as an option. The price of the bottled water should be no higher than the prices of the other beverage options in the vending machine.

¹ Fresh coffee and tea dispensed from vending machines are exempted.

Los Angeles County
Department of Parks and Recreation

MONTHLY CONCESSION EVALUATION REPORT

Concession: Whittier Narrows Equestrian Center

Date of Inspection: _____

Inspector: _____

ADMINISTRATIVE RESPONSIBILITIES				
Specific Contract Reference	Service	Yes/No	Comment	Action Required
Consideration Section 7.1	<p><u>Initial 10 year term:</u> The monthly minimum of \$1,600 or 8% of the total monthly gross receipts, whichever is greater.</p> <p><u>1st 5-year option:</u> The monthly minimum of \$1,600 or 9% of the total monthly gross receipts, whichever is greater.</p> <p><u>2nd 5-year option:</u> The monthly minimum of \$1,600 or 10% of the total monthly gross receipts, whichever is greater.</p> <p><i>*Late payment subject to 10% of rent due; returned checks subject to \$100 per check</i></p>			
Sales and Services Section 8.8	<p>All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip.</p> <p><i>*Failure to records sales and issue customers receipts subject to \$25 per occurrence</i></p>			
Profit and Loss Statements Section 8.9	<p>Annual profit and loss statements to be submitted within 60 days of the close of the calendar year.</p> <p><i>Failure to submit a timely Annual Profit and Loss Statement will be subject to a \$10 per day until submitted</i></p>			
Annual Plan Section 9.0	<p>An Annual Operating Business Plan (Annual Plan) must be submitted and approved by the Department no later than 120 days prior to the close of each Agreement Year.</p> <p><i>*Failure to provide an Annual Plan subject to \$10 per day until plan is submitted</i></p>			

OPERATING RESPONSIBILITIES				
Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Advertising Materials, signs, and publicity Section 15.1 & 15.21	Concessionaire shall not post any additional signs upon the demised premises or improvements without Director's prior written approval <i>*Subject to a \$50 per unauthorized sign</i>			
Concessionaire Staff, Volunteers and Employment Practices Section 15.3	Concessionaire shall maintain adequate and proper staffing for operations at all times. Concessionaire shall designate an Operations Manager.			
Disorderly Persons Section 15.7	Concessionaire agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the Equestrian Center.			
Habitation Section 15.9	The Equestrian Center shall not be used for human habitation, however, Concessionaire may utilize the services of a night watchman or patrolman, upon the Director's written approval. Concessionaire must have prior written approval from the Director to keep any other types of animals other than horses. In addition, personal items, such as, but not limited to, tack sheds, refrigerators, electrical cords, vehicle storage other than horse trailers, are prohibited. <i>*Subject to a \$100 per day for violation of this Section</i>			
Maintenance Section 15.11	Concessionaire is responsible for maintaining the demised premises in good and substantial repair and condition. Concessionaire shall abide by the Best Management Practices (BMPs) and the General Maintenance Guidelines. <i>*Failure to clean stalls and paddocks on a daily basis subject to \$100 per occurrence.</i>			

OPERATING RESPONSIBILITIES (Continued)				
Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Rodent Control Section 15.11.3	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation systems.			
Days and Hours of Operation Section 15.15	Seven days a week from 8 a.m. to sunset during daylight savings time and from 8 a.m. to 7 p.m. during non-daylight savings time. Closed December 25th.			
Prices Section 15.15.2	Concessionaire shall at all times maintain and post a complete list of schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof. <i>*Failure to maintain and post fees and charges subject to \$100 per day</i> <i>*Failure to obtain written approval prior to enacting price increases or new fees is a material breach of Agreement.</i>			
Sanitation Section 15.19	No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Equestrian Center. Concessionaire shall prevent the accumulation of trash and debris for a distance of 50 feet from the Equestrian Center. Concessionaire shall provide that all litter and refuse is collected as often as necessary, and in no case less than once a week. <i>*Failure subject to a \$100 per occurrence</i>			
Unaccompanied Minors Section 15.23	No persons under the age of 18 shall be permitted on the concession premises without adult supervision <i>*Subject to \$100 per minor, per occurrence</i>			
Routes and Trails Section 15.31	The rental horses shall keep to a designated route specified by the Park Superintendent. Horses shall be kept out of the developed areas.			

OPERATING RESPONSIBILITIES (Continued)				
Specific Contract Reference	Service	Yes/No	Comment	Action Required
Maximum Limit of Horses for Board & Assessment Section 15.32	Concessionaire may maintain a maximum of 180 boarded horses. This maximum shall include a minimum of 15 rental string horses and any temporary boarding. <i>*If maximum exceeds a charge of \$150 per day, per animal shall be assessed.</i>			
Rental String Requirements Section 15.33	Concessionaire shall provide a minimum of 15 horses for rent no later than 60 days after commencement of Agreement.			
Horse Trailer Storage Section 15.35	Horse trailers stored in the Equestrian Center, as specified in Exhibit A, are for the sole purpose of transporting horses. <i>*Unauthorized vehicles subject to a \$50 per day, per vehicle fee</i>			
Tack Sheds Section 15.36	Tack sheds on the Equestrian Center and any replacements are consistent with Exhibit N. <i>*Unauthorized tack sheds subject to a \$50 per day, per tack shed fee.</i>			
Emergency Plan Section 15.37	Emergency Plan shall be posted at a visible location at the Equestrian Center for all staff and patrons to access. <i>*Subject to \$25 per day not posted</i>			

INSURANCE

Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Insurance Section 16.26	<p>Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the following requirements:</p> <ul style="list-style-type: none"> • Commercial General Liability with general aggregate of \$5 million • Automobile Liability with limits of not less than \$1 million • Workers Compensation with limits of not less than \$1 million per accident • Sexual Misconduct Liability with limits not less than \$2 million • Property Coverage – Full replacement value <p>Current insurance coverage certificates and an Additional Insured Endorsement shall be provided to the County not less than 10 days prior to policy expiration date.</p> <p><i>*Failure to provide Certificates of Insurance to County 10 days prior to expiration date subject to \$25 per day after expiration of certificate and/or material breach of Agreement</i></p>	Yes	<p>Insurance Expiration Dates:</p> <ul style="list-style-type: none"> • General Liability – • Workers Compensation – • Sexual Misconduct - • Property Coverage – 	

SMOKING BAN ORDINANCE

Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Smoking Ban Ordinance Section 17.0	Smoking shall be permitted by actors during permitted photography sessions and only within designated areas with prior approval from the Director. <i>*Unauthorized smoking subject to a \$25 fee per occurrence</i>			

NARRATIVE

Photos of the Concession:

Best Management Practices (BMPs)

Challenges

The storm drain system, creeks and streams all help prevent flooding by carrying storm runoff from city streets and neighborhoods directly to the ocean. Storm and irrigation water runoff mixed with pollutants such as animal waste, sediment, and pesticides from equestrian and stable facilities can have a negative impact on the environment:

Animal waste contributes to ocean pollution when it is improperly stored or left uncovered near small streams and storm drains. During rainfall or facilities cleaning and rinsing, it is washed into storm drains and flows untreated, directly into the ocean. Animal waste contains some nutrients—phosphorus and nitrogen—as well as bacteria. The nutrients fertilize the aquatic plants causing their proliferation which depletes oxygen in the water, killing sea life. The high bacteria levels in the water can cause gastrointestinal disorders and other medical problems for swimmers.

Sediment is a common pollutant washed from pastures and livestock facilities. It creates multiple problems once it enters the ocean. It harms sea life by clogging the gills of fish, blocking light transmission and increasing ocean water temperatures.

Pesticides used to control mosquitoes, flies and other pests can be washed off animals or their facilities and pollute the ocean with toxic substances.

Solutions

Make stormwater pollution prevention BMPs a part of standard operating procedures and the employee training program. Minimize exposure of rain and runoff to animal care and handling areas by using cover and containment. In and around all facilities and surrounding areas, use good housekeeping to minimize the generation of pollutants. Special areas of focus include:

Site Design

Site barns, corrals, manure storage, and other high-use areas on higher ground when possible or on the portion of property that drains away from creeks and channels. Do not site facilities or pasture on land where the slope is 30% or more.

Locate the following areas at least 50 feet away from creeks, intermittent streams, drains, domestic wells, septic tank or leach field sites:

- Animal washing
- Arenas and riding rings
- Stalls, paddocks, and turnouts
- Pasture and equestrian courses
- Land application of manure and compost

Locate bins and stockpiles at least 150 feet away from creeks, intermittent streams, drains, domestic wells, and septic tank or leach field sites.

Separate barnyards, paddocks, and manure storage areas from waterways with vegetated buffers or pasture to act as a natural filter.

Keep “clean water clean.” Use grassed ditches, berms, or subsurface drains and properly sized roof gutters and downspouts to divert clean runoff around barnyard manure and sediment.

Divert contaminated runoff from manured areas away from waterways and to low-gradient vegetated buffers. Design diversion terraces which drain into areas with sufficient vegetation to filter the flow.

Construct or repair trails, arenas, roads, parking areas, ditches, and culverts to drain water but not sediment.

Use fencing to keep horses away from environmentally sensitive areas and protect stream banks. Keep fencing and gates in good repair at all times.

Protect manure storage facilities from rainfall and surface runoff.

Install gutters that will divert roof drainage runoff away from livestock areas

Grazing Management

Provide animals with sources of water and shade other than streams and stream banks.

Utilize fencing to keep horses away from environmentally sensitive areas and protect stream banks from contamination.

Design stream crossings to minimize erosion.

Prevent trampling of streamside vegetation.

Focus on protecting the pasture’s soil and vegetative cover. Prevent bare areas from forming.

Establish healthy and vigorous pastures with at least 3 inches of leafy material present.

Subdivide grazing areas into three or more units of equal size, which can be grazed in rotation.

Clip tall weeds and old grass to control weeds and stimulate grass growth.

Rotate animals to clean pasture when grass is grazed down to 3-4 inches.

Let pasture re-grow to 8-10 inches before allowing re-grazing.

Manage grazing so that a cover of dry residual vegetation protects soil from the first rains.

Keep animals away from wet fields when possible.

Confine animals in properly fenced areas except for exercise and grazing time.

During heavy rainfall, consider indoor feeding.

Use manure and soiled bedding sparingly to fertilize pastures and croplands.

Use turnout paddocks as “sacrifice areas” to preserve pastures.

Horse Waste Management

Clean up manure and soiled bedding regularly, especially during wet weather. After cleanup, during the arid summer, water the areas where horses frequently deposit manure to promote decomposition.

Store horse waste in sturdy, insect-resistant, and seepage-free units that have an impervious surface bottom and a cover to prevent leaching and runoff, such as:

- Plastic garbage cans with lids
- Fly-tight wooden or concrete storage sheds
- Composters
- Pits or trenches lined with an impermeable layer

Do not dump horse waste on the edge or directly into stream channels.

Give away composted material to local greenhouses, nurseries and botanical gardens.

Transport manure to topsoil companies or composting centers.

Fertilize pastures, cropland, and lawns with manure and soiled bedding. Do not apply fertilizer just before or during rainstorms.

Integrated Pest Management (IPM)

The “chemicals only” approach to pest control is only a temporary fix. Use Integrated Pest Management (IPM) or less-toxic methods for insect and weed control. Consider physical controls such as:

- Pheromone Traps
- Tarps
- Bug Zappers
- Fly-Tight Storage Sheds

Use chemical insecticides and herbicides as a last resort.

Always properly store and dispose of chemical pesticides.

Do not let horse wash water drain directly into waterways.

References

California Stormwater Quality Association, 2003, California Stormwater BMP Handbook, Industrial and Commercial, Animal Care and Handling Facilities

City of Los Angeles, 1996. Stormwater Best Management Practices (BMPs), Horse Owners & Equine Industry, Safe Environmental Habits and Procedures for: Boarding Stables, Equestrian Centers, Small Farms, Urban Horse Owners.

County of Los Angeles Department of Public Works, Equestrian and Stable Facilities Best Management Practices, Project Pollution Prevention

City of Rolling Hills Estates, 2010, Best Management Practices (BMPs), Equestrian Community, Stormwater Pollution Prevention

**County of Los Angeles
Department of Parks and Recreation
Monthly Statement**

EXHIBIT M

Hacienda Sosegado, LLC Concessionaire Name	For the Month of	2016 Year
Whittier Narrows Equestrian Center Facility and Location	Agreement Number	
Signature	Date	

Activity	No.	Price	Gross Receipts	Contract %	Rental Amount
Horse Rental (Trail Rides) Weekdays		\$ 35.00	\$ -	8%	\$ -
Horse Rental (Trail Rides) Weekends		\$ 45.00	\$ -	8%	\$ -
Training & Riding Lessons (1 hour)		\$ 40.00	\$ -	8%	\$ -
Group Training & Riding Lessons (1 hour)		\$ 30.00	\$ -	8%	\$ -
Sale of Horses			\$ -	8%	\$ -
Trailer Storage		\$ 25.00	\$ -	8%	\$ -
Shavings		\$ 10.00	\$ -	8%	\$ -
Turnout Service		\$ 5.00	\$ -	8%	\$ -
Horse Clinics (per person)		\$ 40.00	\$ -	8%	\$ -
Horse Camp (weekly per child)		\$ 375.00	\$ -	8%	\$ -
Horse Camp (Boys/Girls Scout Camp)		\$ 375.00	\$ -	8%	\$ -
Lunging and Grooming Services		\$ 15.00	\$ -	8%	\$ -
Orchard Feeding (1 time per day)		\$ 25.00	\$ -	8%	\$ -
Orchard Feeding (2 times per day)		\$ 50.00	\$ -	8%	\$ -
Timothy Feeding (1 time per day)		\$ 35.00	\$ -	8%	\$ -
Timothy Feeding (2 times per day)		\$ 70.00	\$ -	8%	\$ -
Barn Stalls		\$ 410.00	\$ -	8%	\$ -
Breezeway and full cover stalls		\$ 320.00	\$ -	8%	\$ -
Other			\$ -	8%	\$ -
TOTAL			\$ -		\$ -

(A) Minimum Rent \$1600 (B) Rent Due \$ -
Greater of Minimum (A) or Percentage Rent (B)

Advanced Payment _____

Credits _____

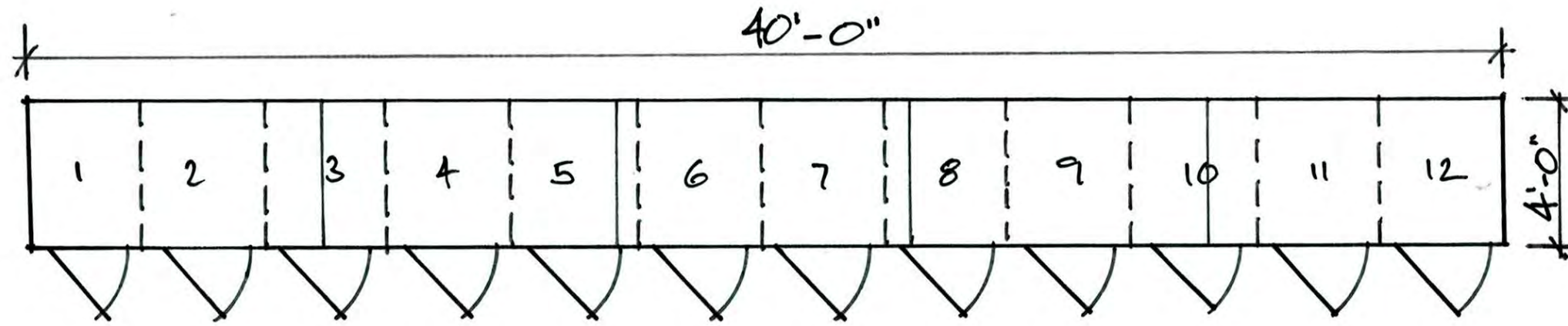
Late Fees (20% of Rent Due) _____

Rent Payment \$ -
(Total rent Paid + Adjustments + Advance Payments)

Submit original and duplicate copy with payment to:
Treasurer/Tax Collector
P.O. Box 54927
Los Angeles, CA 90054-0927

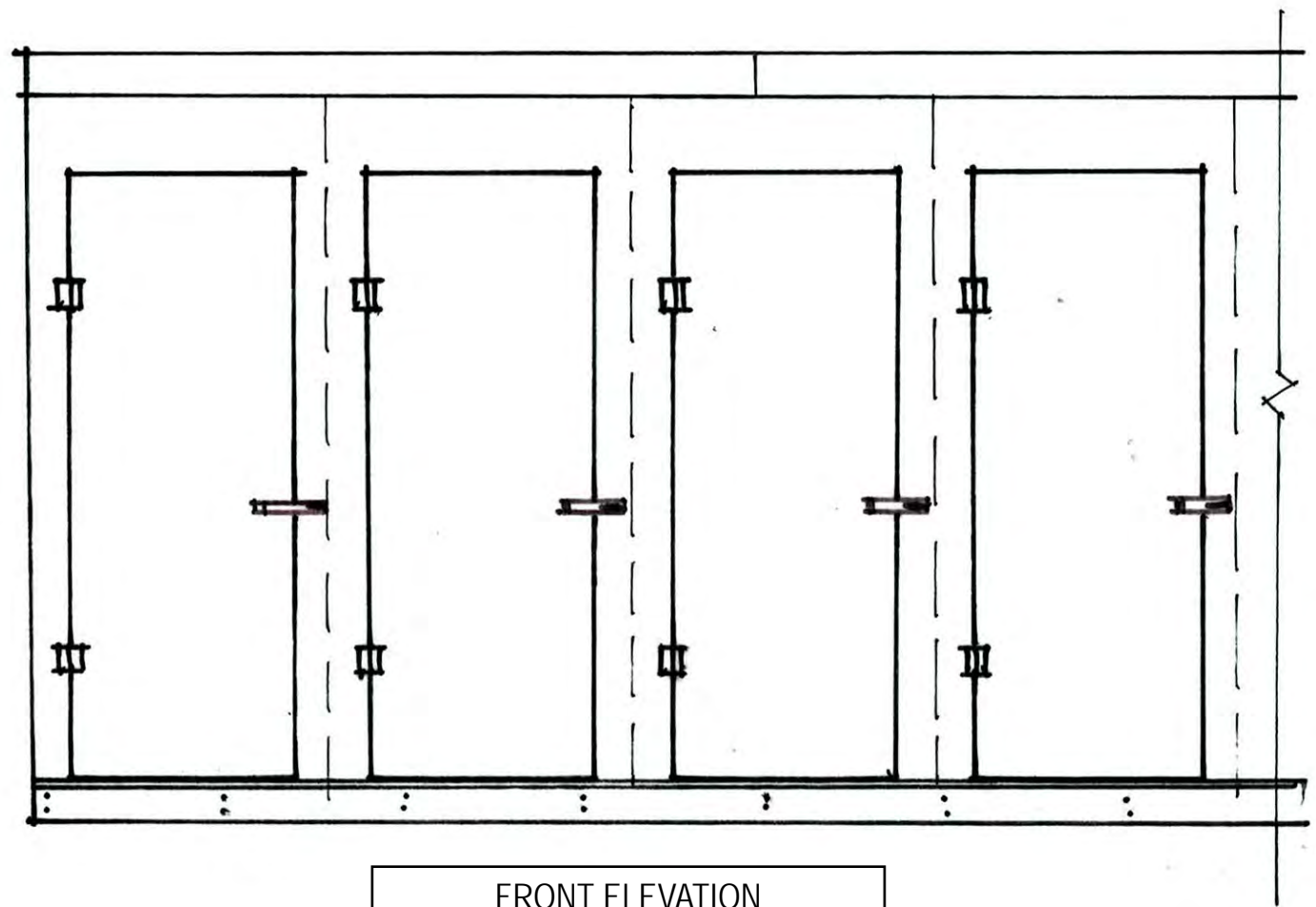
DEPARTMENT USE ONLY			
Misc. Receipt No.	Deposit Permit No.	Deposit Date	Total Amount Deposited
\$ -			
CIF Deposit (20% of Rent Payment)			Amount Due

EXHIBIT N

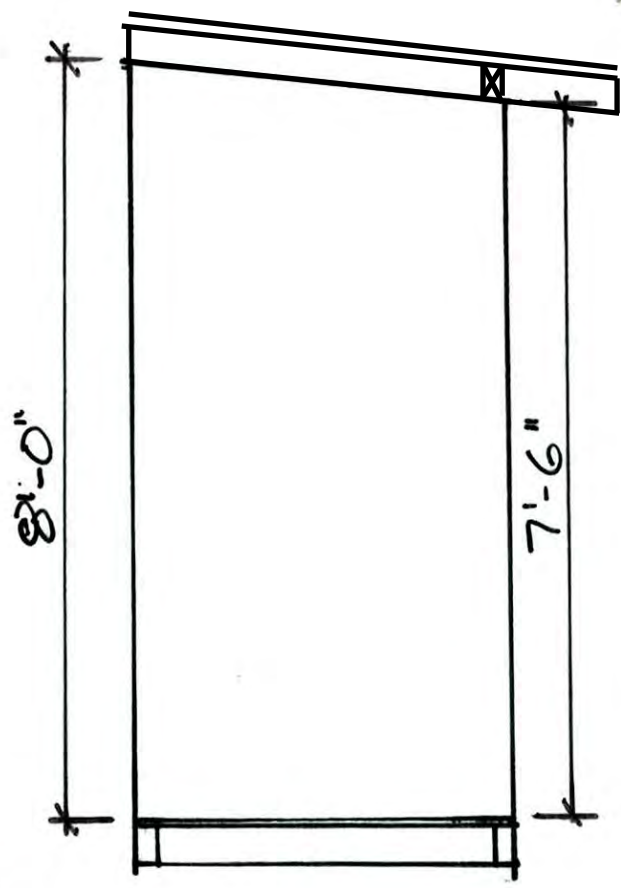


PLAN VIEW

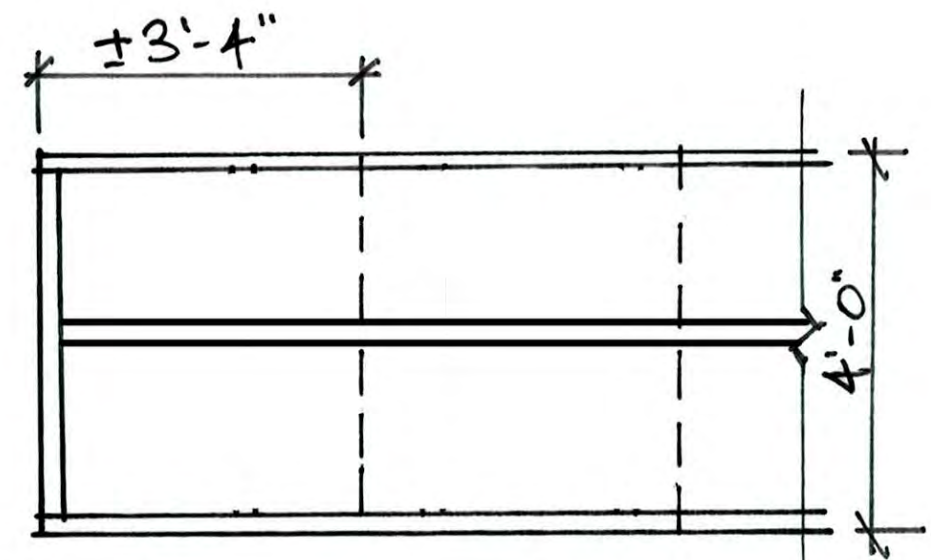
- 1 LOCKERS WILL BE APPROX. 3' WIDE, 4' DEEP. TOTAL OF 12 PER MODULE, 4 MODULES TOTAL
- 2 3/4" EXTERIOR GRADE PLYWOOD FOR WALL AND ROOF.
1/2" PLYWOOD FOR DEMISING WALLS
- 3 3/4" T&G OSB PLYWOOD SUB-FLOOR
- 4 2X4 P.T. SUB-FLOOR FRAME, ADD BLOCKING AS NEEDED
- 5 2X4 EXTERIOR FRAMING w/ DOUBLE TOP PLATE
- 6 2X4 INTERIOR FRAMING
- 7 2X4 DOOR FRAMING, NO HEADER
- 8 DOORS: EITHER 1" PLYWOOD OR PRE-HUNG HOLLOW CORE DOOR, 30 X 80
- 9 DOORS: SURFACE MOUNT HINGES SECURED W/ HEX BOLT
- 10 DOORS: PROVIDE HASP AND LOOP FOR PADLOCK
- 11 ROOF: CORRUGATED METAL OVER ASPHALT FELT, 12" OVER-HANG
- 12 ROOF: FRAME USING 2X4 @ 24" O.C.



FRONT ELEVATION



SIDE ELEVATION



FLOOR FRAMING

TACK LOCKERS



Whittier Narrows
Equestrian Center

EXHIBIT O

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Payment Failure to timely pay the County a monthly consideration (Subsection 7.4)	Monthly payment	Payment shall be made to the Department on or before the fifteenth (15th) day of the calendar month	Information from Treasurer/Tax Collector	Ten percent (10%) of the rent due to the County per month
Payment Check that is returned due to non-sufficient funds (Subsection 7.4.1)	Accounting Records	Monthly consideration	Bank notifications	\$100 per check
Record Retention and Inspection/Audit Settlement Failure to retain financial records, employment and other records relating to the performance of the Agreement. (Section 8.0)	Audits	Concessionaire shall maintain accurate and complete financial records of its activities and operations relating to the Agreement and accurate and complete employment and other records relating to its performance of the Agreement.	Random Inspections	1) 10% to 20% of the total gross receipts for the period of time that the County determines the Concessionaire did not meet the requirements under this section and/or 2) termination of this Agreement, determined at the sole discretion of the County.
Sales/Services Failure to record sales and issue customer's receipts or sales slip (Subsection 8.8)	Random Monitoring	All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip.	Random Inspections	\$25 per occurrence
Profit and Loss Statement (Subsection 8.9)	Receipt of Profit and Loss Statement	Concessionaire shall furnish an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the County. The annual profit and loss statement shall be submitted to the Department within sixty (60) days of the close of the calendar year.	Receipt of Profit and Loss Statement	\$10 per day late
Annual Plan Failure to provide an annual operating business plan (Section 9.0)	Receipt of the Annual Plan	Concessionaire shall submit to the Director the Annual Plan for approval no later than 120 days prior to the close of each Operating Year.		\$10 per day until Annual Plan is submitted to the Director
Developments and Improvements Failure to provide a Notice of a proposed improvement project to the Department (Subsection 11.1)		Notice of a proposed improvement project shall be provided to the Director in writing in accordance with Subparagraph 11.3, Plan Preparation, and 11.12, Capital Improvement Process, of the Agreement and shall have the prior written approval of the Director	Random Inspections	\$1,000 per occurrence per project and/or the demolition of improvement project

EXHIBIT O

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
<p>Advertising Materials, Signs and Publicity - Signs Posting of any additional signs upon the demised premises or improvements thereon without the Director's prior written consent. (Subsection 15.1 and 15.21)</p>	Posting of unauthorized signs on the demised premises	With the exception of any signs currently located or used on the demised premises, and any maintenance or replacement thereof, Concessionaire shall not post any additional signs upon the demised premises or improvements thereon without the Director's prior written consent.	Random Inspections	\$50 per sign
<p>Habitation (Subsection 15.9)</p>	Human Habitation in the premises or any other types of animals other than horses within the equestrian center without prior written approval by the Director. In addition, personal items such, but not limited to tack sheds, refrigerators, electrical cords, etc. are prohibited.	The demised premises shall not be used for human habitation, however, Concessionaire at its sole discretion and expense, may utilize the services of a night watchman or patrolman, upon the Director's written approval.	Random Inspections	\$100 per day
<p>Maintenance Failure to clean all stalls and paddocks on a daily basis (Subsection 15.11.6)</p>	Random Inspections	Concessionaire shall clean all stalls and paddocks on a daily basis, removing all manure therefrom and replacing wet sawdust or straw. Manure shall be accumulated and removed from the demised premises according to Health Department regulations, but no less than once per week.	Random Inspections	\$100 per occurrence
<p>Prices Failure to obtain written approval prior to enacting any price increases (Subsection 15.15)</p>	Posting or charges of an unapproved price list	Concessionaire's proposed price list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Concession Premises shall be submitted for the Director's review prior to the commencement of advertising prices to the general public.	Random Inspections	Failure to obtain written approval prior to enacting any price increases shall constitute a material breach of this Agreement
<p>Prices Failure to maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services (Subsection 15.15.2)</p>	Posting of pricing list	Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the demised premises.	Random Inspections	\$100 per day

EXHIBIT O

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Boarder List (Subsection 15.15.5)	Receipt of Boarders List	Concessionaire shall submit a Boarder List at the commencement of the Agreement and at any other time within 48 hour notice from the Department	Receipt of Boarders List	\$25 per day not received
Horse Trailer List (Subsection 15.15.5)	Receipt of Horse Trailer List	Concessionaire shall submit a Horse Trailers List at the commencement of the Agreement and on an annual basis thereafter	Receipt of Horse Trailer List	\$25 per day not received
Sanitation Offensive matter, refuse, fire hazards, detrimental material to the public health on premises (Subsection 15.19)		No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the demised premises.	Random Inspections	\$100 per occurrence
Unaccompanied minors (Subsection 15.23)	Random Inspections	Concessionaire shall ensure that any minor under the age of 18, be accompanied at all times by a responsible adult whenever on the Concession Premises. Concessionaire warrants that no persons under the age of 18 shall be permitted on the concession premises without adult supervision.	Random Inspections	\$100 per minor, per occurrence
Maximum Limit of Horses for Board and Assessment Maintenance of more than 180 boarded horses. (Subsection 15.32)	Number of animals on the premises	Concessionaire may maintain a maximum of 180 boarded horses. This maximum shall include a minimum of 15 rental string horses	Random Inspections	\$150 per day, per animal
Horse Trailer Storage Storage of unauthorized vehicles (Subsection 15.35)	Random Inspections	All trailers stored in the Equestrian Center must be for the sole purpose of transporting horses	Random Inspections	\$50 per day, per vehicle
Tack Sheds Storage of unauthorized tack sheds (Subsection 15.36)	Random Inspections	Concessionaire shall maintain and ensure that all tack sheds and any replacements are consistent with Exhibit N	Random Inspections	\$50 per day, per tack shed
Emergency Plan (Subsection 15.37)	Receipt of Emergency Plan	Concessionaire shall present an Emergency Plan prior to occupying the Equestrian Center. Emergency Plan shall be posted at a visible location at the Equestrian Center.	Random Inspections	\$25 per day that it's late and each day not posted at the Equestrian Center

EXHIBIT O

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
<p>Events of Default The abandonment, vacation or discontinuance of operations on the demised premises for more than 2 consecutive days without approval thereof by the Director. (Subsection 16.11.1)</p>		<p>The Equestrian Center shall operate seven days a week, from 8:00 a.m. to sunset during daylight savings time (approximately March 1st through November 1st of each year), and from 8:00 a.m. to 7:00 p.m. during non-daylight savings time (approximately November 2nd through February 28/29th).</p>	<p>Random Inspections</p>	<p>Default</p>
<p>Events of Default Failure of Concessionaire to punctually pay or make the payments required when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof. (Subsection 16.11.2)</p>	<p>Monthly Payments</p>	<p>Payment shall be made to the Department on or before the fifteenth (15th) day of the calendar month</p>	<p>Information from Treasurer/Tax Collector</p>	<p>Default</p>
<p>Events of Default Failure of Concessionaire to operate in the manner required by the Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition. (Subsection 16.11.3)</p>		<p>Concessionaire shall operate in a manner required by all terms and conditions of the Agreement</p>	<p>Random Inspections</p>	<p>Default</p>
<p>Events of Default Failure to maintain the demised premises and improvements in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition (Subsection 16.11.4)</p>	<p>Random Inspections</p>	<p>Concessionaire shall maintain the demised premises and improvements in a clean, sanitary, safe and satisfactory condition</p>	<p>Random Inspections</p>	<p>Default</p>
<p>Events of Default Failure to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction. (Subsection 16.11.5)</p>	<p>Random Inspections</p>	<p>Concessionaire shall keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Agreement</p>	<p>Random Inspections</p>	<p>Default</p>

EXHIBIT O

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
<p>Evidence of Insurance Coverage and Notice to County Failure to provide Certificates of Insurance to County not less than 10 days prior to Concessionaire's policy expiration dates (Subsection 16.26)</p>	<p>Receipt of Certificates of Insurance at least 10 days prior to insurance expiration dates</p>	<p>Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 16.26 and 16.27 of the Agreement.</p>	<p>Tracking of Insurance Certificates</p>	<p>\$25 per day after expiration of Certificate of Insurance and/or may constitute a material breach of the Agreement</p>
<p>Non-Discrimination and Affirmative Action Violation of the non-discrimination provisions of the Agreement (Subsection 16.28)</p>		<p>Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations</p>	<p>County representatives access to the Concessionaire's employment/volunteer records during regular business hours to verify compliance with the provisions</p>	<p>\$500 for each violation and/or may constitute a material breach of the Agreement upon which the County may terminate or suspend the Agreement</p>
<p>Subcontracting (Subsection 16.36)</p>		<p>Concessionaire may not subcontract the requirements of the Agreement without the advance written approval of the Director.</p>		<p>Material breach of the Agreement</p>
<p>Compliance with the County's Smoking Ban Ordinance (Section 17.0)</p>	<p>Random Inspections</p>	<p>Smoking prohibited, except permitted by actors who may be acting during a permitted production or by models during a permitted photography session. Smoking shall be permitted within designated areas with prior approval and at the discretion of the Director.</p>	<p>Random Inspections</p>	<p>\$25 per occurrence</p>

**WHITTIER NARROWS
EQUESTRIAN CENTER
LIST OF PRICES**

ACTIVITY	PRICE
Boarding (Breezeway and Full Cover Stalls)	\$320
Boarding (Barn Stalls)	\$410
Horse Rental Per Hour (Weekdays)	\$35
Horse Rental Per Hour (Weekends)	\$45
Training & Ridding Lessons (1 Hour) Individual	\$40
Group Training & Ridding Lessons	\$30 Per Person
Trailer Storage	\$25
Shavings	\$10 Per Bag
Turnout Service	\$5
Horse Clinics (Per Person)	\$40
Horse Camp Boys/Girls Scout Camp	\$375 Per Child
Horse Camp	\$375 Per Child
Lunging and Grooming Services	\$15
Orchard Feeding 1 time per day	\$25
Orchard Feeding 2 times per day	\$50
Timothy Feeding 1 time per day	\$35
Timothy Feeding 2 times per day	\$70



**AGREEMENT
BY AND BETWEEN**

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

DEIRDRE STEPHENS

FOR

**THE MAINTENANCE AND OPERATION OF
THE FRANK G. BONELLI REGIONAL PARK
EQUESTRIAN CENTER**

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**AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
DEIRDRE STEPHENS
FOR THE MAINTENANCE AND OPERATION AGREEMENT OF
FRANK G. BONELLI EQUESTRIAN CENTER**

This Agreement, made and entered into this ____ day of _____2017, by and between the County of Los Angeles, hereinafter referred to as "County" and Deirdre Stephens, hereinafter referred to as "Concessionaire".

RECITALS

WHEREAS, County is authorized by the provision of Government Code Section 25907 to lease and sublease recreation lands for concessions and services that are consistent with public park and recreation purposes; and

WHEREAS, a Concession Agreement for the maintenance and operation of an equestrian center is consistent with said purpose; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed therefor; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P are attached hereto and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A Equestrian Center/Site Plan
- 1.2 EXHIBIT B Bonelli Equestrian Center General Maintenance Guidelines
- 1.3 EXHIBIT C Concessionaire's Equal Employment Opportunity Certification
- 1.4 EXHIBIT D Certification of Compliance with County's Defaulted Property Tax Reduction Program
- 1.5 EXHIBIT E Department of Treasury Internal Revenue Service Notice 1015
- 1.6 EXHIBIT F Safely Surrendered Baby Law
- 1.7 EXHIBIT G Artificial Trans Fat Reduction Program
- 1.8 EXHIBIT H Smoking Ban Ordinance
- 1.9 EXHIBIT I Green Initiative Certification Form
- 1.10 EXHIBIT J Vending Machine Nutrition Policy
- 1.11 EXHIBIT K Evaluation Report
- 1.12 EXHIBIT L Best Management Practices for Equestrian and Stable Facilities
- 1.13 EXHIBIT M Monthly revenue statement
- 1.14 EXHIBIT N Tack Sheds
- 1.15 EXHIBIT O Performance Requirements Summary

1.16 EXHIBIT P List of Prices

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to paragraph [6.0, Change Notices and Amendments](#).

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.1 Agreement:** Agreement executed between County and Concessionaire. It sets forth the terms and conditions for the issuance and performance of services.
- 2.2 Agreement Year:** The 365 day period commencing on _____, which date shall become the effective date of this Agreement and each following 365 day period thereafter throughout the term of this Agreement.
- 2.3 Annual Plan:** A written document providing background information about the organization, business goals, marketing strategy and financial background, which shall be updated and/or revised, no later than 120 days prior to the start of each calendar year.
- 2.4 Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.5 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles.
- 2.6 Bonelli Equestrian Center:** Frank G. Bonelli Regional Park, Equestrian Center.
- 2.7 Building:** Any structure that has roof and walls especially a permanent structure. It can be any structure that is designed or intended for support,

enclosure, shelter or protection of a person, animals or property having a permanent roof that is supported by columns or walls.

- 2.8 Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.
- 2.9 County:** The County of Los Angeles.
- 2.10 Concessionaire:** The sole proprietor, partnership, corporation, non-profit, or other person or entity that has entered into this Agreement with the County having responsibility to manage, and operate the Equestrian Center.
- 2.11 Concessionaire's Operations Manager:** The individual designated by the Concessionaire to administer the Agreement after the agreement award.
- 2.12 County Contract Compliance:** Staff with responsibility to oversee the compliance of the Agreement and the Concessionaire's adherence to said Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Concessionaire.
- 2.13 Day(s):** Calendar day(s) unless otherwise specified.
- 2.14 Department:** The County of Los Angeles Department of Parks and Recreation or an authorized representative thereof acting on behalf of the County for matters relating to this Agreement.
- 2.15 Director:** The Director of the Los Angeles County Department of Parks and Recreation or an authorized representative thereof.
- 2.16 Equestrian Center:** The demised premises as shown in Exhibit A
- 2.17 Gross Receipts:**
- a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be all money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by the Concessionaire and/or all the assignees, sub-concessionaires, lessee, Concessionaire, permittees

or Concessionaire's thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted or performed in whole or in part, on the Equestrian Center, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise.

- b. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes, and bone fide bad debts.
- c. Except as specifically provided below gross receipts reported by Concessionaire and its sub-concessionaires, assignees, Concessionaire, contractors and permittees, must include the full usual charges for any services, goods, rentals or facilities provided by Concessionaire or its sub-concessionaires, assignees, Concessionaire, contractor's or permittees. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Concessionaire such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Concessionaire to a governmental agency accompanied by a tax return statement.
- d. The Director, by written policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.

2.18 Gross Sales Price: The total consideration resulting from the transfer of Concessionaire's interest in the Equestrian Center, whether whole or in part, determined by the total cash payments, whether paid or due, and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.

- 2.19 Improvements:** Any and all buildings, structures and other improvements, which may at any time be erected, on or affixed to the Property, during the term of this Agreement. The term “Improvements” also includes, but is not limited to, apparatus affixed or attached to any of the buildings now or hereafter constructed on the property; all components of the heating, ventilation and air condition equipment located within any building; all components of the plumbing, water systems, cleaning systems, security, infrastructure; and landscaping and irrigation system. A permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs. The term “improvements” specifically excludes Concessionaire’s equipment not permanently affixed to the property.
- 2.20 Park:** Frank G. Bonelli Regional Park where the Equestrian Center is located.
- 2.21 Park Superintendent:** County staff, located on site at the Park where the Equestrian Center is located, responsible for the general operation and maintenance of the park.
- 2.22 State:** The State of California.
- 2.23 Structure:** Anything constructed or erected with a fixed locations on the ground. Among other things, structures include buildings, mobile homes (manufactured homes), walls, fences, billboards, and poster panels.
- 2.24 Trade Fixture:** is installed by a Concessionaire under the terms of an Agreement and is used in the Operation of the Concessionaire. Trade Fixtures are removable by the Concessionaire before the Agreement expires, however, the Concessionaire is liable for any damages caused by such removal. They are distinguished from other fixtures which are considered improvements to real property and which must be left intact when the Concessionaire vacates the premises. In the U.S., a sale of

land generally includes any permanent fixtures, unless an item is expressly excluded. Trade fixtures are an exception to the general rule.

2.25 Use Granted: The privilege of engaging in the commercial activities authorized herein on the public property designated therefor.

3.0 USE GRANTED

3.1 Concessionaire is hereby authorized and required to operate and maintain the Equestrian Center as described in Exhibit B, General Maintenance Guidelines

3.2 The operation and maintenance of the Equestrian Center by Concessionaire must include the following:

1. Provide year round boarding facilities for horses, which include feeding and care;
2. Provide a minimum 10 Horse Rental String, (for Trail Rides) on a daily basis;
3. Provide quarterly recreational activities approved in advance by the Department in writing (e.g., Horse drawn hay/carriage rides, horse care/health clinics/workshop, etc.);
4. Equestrian Lessons;
5. Organized Trail rides (e.g., dusk rides, holiday themed rides, etc.);
6. Community Partnership Events (e.g., Boy/Girl Scouts, non-profit organizations, etc.);
7. Day Camps;
8. Collection of revenue generated from boarding facilities for horses, and;
9. Responsible for paying all related operating business expenses for the operation and maintenance of the Equestrian Center which include, but are not limited to, feed for horses and general facility maintenance responsibilities.

- 3.3** Concessionaire is hereby authorized to conduct the following activities:
1. Temporary Boarding of horses;
 2. Other Equestrian related activities, such as, but not limited to:
 - a. Lessons
 3. Horse trailer storage;
 4. Sell horses, equestrian clothing, equipment, and other related merchandise;
 5. Rent and repair equestrian equipment;
 6. Sell pre-packaged food and non-alcoholic beverages pursuant to any applicable permits and/or licenses; and
 7. Collection of revenue generated from all equestrian activities.
- 3.4** The services provided by Concessionaire shall be exclusive within the confines of the Equestrian Center as shown in Exhibit A.
- 3.5** Concessionaire is responsible for complying with the County's zoning and land use regulations as required by the County Department of Regional Planning for any business license, permit, and General Plan consistency review necessary to operate and maintain the Equestrian Center.
- 3.6** Concessionaire acknowledges personal inspection of the Equestrian Center and surrounding areas and evaluation of the extent to which the physical condition thereof will affect the intended use. Concessionaire accepts the Equestrian Center in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.
- 3.7** Concessionaire understands and agrees that this Agreement is by license; and confers only permission to occupy and use the Equestrian Center described for the prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the Equestrian Center by virtue of said use, occupancy and/or expenditure of money thereon; and it is the

intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the Equestrian Center for the use granted herein.

3.8 DEPARTMENT USE OF EQUESTRIAN CENTER

Notwithstanding Paragraph [15.5, Days and Hours of Operation](#), of this Agreement, the Department reserves the right to schedule the use of the Equestrian Center for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with Concessionaire. County shall be responsible for repairing any damage, except for normal wear and tear, to the Equestrian Center while conducting said activities.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be for a period of 10 years with a one-five (5) year renewal option period which may be exercised at Director's sole discretion, commencing May 1, 2017, unless terminated sooner, in whole or in part, as provided for in this Agreement.

5.0 DEMISED PREMISES

5.1 The use granted shall be conducted within the Equestrian Center, as shown on the attached Exhibit A, attached hereinafter and incorporated herein by reference.

5.2 The Equestrian Center shall be used only and exclusively for the purposes authorized herein and only such other purposes as are related thereto, provided express prior written approval therefore is granted by the Director, and for no other purposes whatsoever.

5.3 Any improvements, additions, alterations, or changes to the Equestrian Center shall become the property of the County; and shall be subject to **prior written approval** by the Director; securing of applicable permits by Concessionaire; and compliance with such terms and conditions as may be imposed by the Director. All construction shall be at the Concessionaire's sole expense.

- 5.4** Concessionaire hereby acknowledges the title of the County, and/or any other public agencies having jurisdiction thereover, in and to the Equestrian Center and the improvements located thereon, and covenants, and agrees never to assail, contest or resist said title.
- 5.5 Ownership of Improvements:** Ownership of all structures, buildings or improvements constructed by Concessionaire upon the Equestrian Center and all alterations, additions or betterment's thereto, **shall become the property of the County** without compensation being paid therefore, subject to the rights granted to the Concessionaire hereinabove, upon termination of the Agreement, whether by expiration of the term, cancellation, forfeiture or otherwise. The Director, in his sole discretion, may require the Concessionaire remove at Concessionaire's sole expense said structures, buildings, improvements, alterations, additions, or betterment's, upon written notice ninety (90) days prior to the date of termination of this Agreement. Should Concessionaire fail to remove said structures, buildings and improvements, same may be sold, removed or demolished by the County, Concessionaire shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

6.0 CHANGE NOTICES AND AMENDMENTS

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

- 6.1** Notwithstanding the above, this Agreement may be amended only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by the Board.

7.0 CONSIDERATION

7.1 MONTHLY RENT

In consideration for the use granted herein, Concessionaire shall pay the County a monthly amount equal to the greater of: 1) the monthly minimum of One Thousand Five Hundred Dollars (\$1,500); **or** 2) the sum of ten percent (10%) of the total monthly gross receipts received from the following authorized activities:

- Year round Boarding of horses
- Temporary Boarding of horses
- Horse Rental
- Horse Training and Riding Lessons
- Lessons and Instructions
- Horse Clinics and Camps
- Horse Sales
- Horse Trailer Storage
- Sale of Equestrian Related Merchandise
- Repair and/or Rental of Equestrian Related Equipment
- Sale of Prepackaged Food and Non-Alcoholic Beverages
- Other services as approved by the Director

7.2 NEW ACTIVITY PERCENTAGE

In regard to a particular activity not otherwise provided for herein, prior to the start of said activity, the Director at his sole option, may authorize said activity in writing and establish a fixed fee as payment for the privilege of engaging therein. Said fee shall not be less than ten percent (10%) of the actual proceeds. The actual amount shall be set by the Director and shall be in accordance with the revenues generated.

7.3 CAPITAL IMPROVEMENT FUND

The County shall establish an interest-bearing Capital Improvement Fund (CIF) for the Equestrian Center. The CIF shall name, and be

administered by the County as the sole trustee in order to provide for continued funding for capital improvement projects at the Equestrian Center. The County shall deposit twenty percent (20%) of the Concessionaire's monthly rent payments in the CIF. The distribution of monies deposited and any interest earned thereon shall be: a) used exclusively at the Equestrian Center, and b) disbursed at the sole discretion of the Director. **At the expiration of the Agreement, or earlier termination of the Agreement, all monies in the CIF shall be retained by the County.**

7.4 PAYMENT

7.4.1 Rent payment shall be made by the Concessionaire to the Department on or before the fifteenth (15th) day of the calendar month, following each month of the term of this Agreement. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. However, Concessionaire shall incur and hereby agrees to pay, a \$50 service fee for any check that is returned due to non-sufficient funds. A late payment charge of ten percent (10%) of the rent due to the County per month shall be added to any late payment received on a compound basis. However, the late payment charge herein provided may be waived, whenever the Director finds the late payment excusable by reason of extenuating circumstances, provided that such a waiver is granted no more than four (4) times during the term of this Agreement, including any option term of this Agreement. At no time during the term of this Agreement shall the County be obligated to notify the Concessionaire of the accumulation of late payment charges.

8.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Concessionaire shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Concessionaire shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Concessionaire agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, appropriate documentation for voided transactions (including approval for the void), and proprietary data and information, shall be kept and maintained by the Concessionaire and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Concessionaire shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.1.1 Failure on the part of the Concessionaire to comply with any of the provisions of this Subparagraph 8.1 shall constitute a material

breach of this Agreement upon which the County may terminate or suspend this Agreement.

- 8.2** If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Concessionaire regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Concessionaire, then the difference shall be either: a) repaid by the Concessionaire to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Concessionaire from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Concessionaire, then the difference shall be paid to the Concessionaire by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
- 8.3** In addition to the above, the Concessionaire agrees, should the County or its authorized representative determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Concessionaire's records (including, certain records related to non-County contracts) to enable the County to evaluate the Concessionaire's compliance with this Agreement, that the Concessionaire shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Concessionaire's non-County contracts.

8.4 If the County notifies the Concessionaire that the Concessionaire did/does not, to the reasonable satisfaction of the County 1) adequately maintain the documents required under Section 8.0 of this Agreement, and/or 2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions that would not be prevented and/or detected in the normal course of business, and/or 3) if the County is not able to reasonably determine whether the Concessionaire reported and paid the correct amount due to the County under this Agreement, then the County will assess penalties specified in this section upon the Concessionaire.

8.4.1 The parties hereby agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to meet the requirements of this section of this Agreement, and that a reasonable estimate of such damages shall range from 1) 10% to 20% of the total gross receipts for the period of time that the County determines the Concessionaire did not meet the requirements under this section of this Agreement, and/or 2) termination of this Agreement, determined at the sole discretion of the County.

8.5 In the event the County hires an Independent Certified Public Accounting firm (CPA) to perform an audit of the Concessionaire's gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Concessionaire, the CPA is unable to issue an unqualified opinion as to gross receipts for the Concessionaire, the CPA may employ alternative methods to impute rent for the period of inadequate records and calculate rent due. The CPA (or the County) may use the Concessionaire's gross receipts last audited (in which an unqualified audit opinion was expressed), inflated by the Consumer Price Index for All Urban Consumers for the Los Angeles, Riverside, and Orange County areas. Interest/late fees may also be

separately applied. In addition, the County may require the Concessionaire to pay for the cost of the CPA's audit.

- 8.6** In the event the County and/or a CPA firm concludes that the Concessionaire under-reported Gross Receipts to the County, and that under-reporting is equal to or greater than five percent (5%) of the total amount which should have been paid, as determined by such review or audit and observation, and there being no reasonable basis for the failure to report it, the Concessionaire shall pay for the cost of the CPA's audit and/or the County's review (including County costs associated with the CPA's audit, such as monitoring the audit, etc.) as determined by the County and pay any penalty heretofore provided for the delinquent payments.
- 8.7** Concessionaire shall at all times during this Agreement period and for five (5) years after the termination/expiration of this Agreement, keep, or cause to be kept, locally, to the reasonable satisfaction of the County true, accurate, and complete records for all accounting years covered by this Agreement. Records will show all transactions relative to the conduct of operations, and be supported by data of original entry. Records shall detail transactions conducted on or from the Equestrian Center separate and apart from those in connection with Concessionaire's other business operations, if any.
- 8.8** All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip. Cash registers shall have locked in sales totals and transaction counters that constantly accumulate and cannot be reset, and issue a tape (or other equivalent security mechanism) that imprints sequential transaction numbers and sales details. Beginning and ending cash register readings shall be made a matter of daily record. Signs shall be visibly posted near all cash registers requesting the payer to ask the cashier for a receipt and, if possible, the sign should include a sample of the appropriate receipt.

- 8.9** Concessionaire shall furnish the Director with a monthly gross receipts report showing Concessionaire's monthly gross receipts and the amount payable there from to the County. Such report shall accompany each monthly payment required to be made as provided herein. The monthly reporting period shall be by calendar month rather than monthly anniversary date of the effective date of this Agreement. In addition thereto, Concessionaire shall furnish an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the County. The annual profit and loss statement shall be submitted to the Department within sixty (60) days of the close of the calendar year.
- 8.10** Concessionaire shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Concessionaire in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by the Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents:
- 8.10.1** Regular books of accounting such as general ledgers;
 - 8.10.2** Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
 - 8.10.3** State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;
 - 8.10.4** Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);
 - 8.10.5** Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.

9.0 ANNUAL PLAN

9.1 PREPARATION AND APPROVAL

9.1.1 The Concessionaire shall submit an annual operating business plan (Annual Plan) for review and approval to the Department prior to the execution of this Agreement. Thereafter, the Concessionaire shall submit to the Director the Annual Plan for approval no later than 120 days prior to the close of each Operating Year. The Annual Plan shall include a monthly operating budget containing bona fide good faith estimates of all expenses for the next Operating Year, including expenditures for: a) property operation and maintenance; b) repairs, replacements, and alterations which do not constitute Capital Improvements; c) furnishings, equipment, and operating inventory; d) employee salaries; e) advertising, sales and business promotion; and f) a safety plan. The Annual Plan shall also include the maintenance, marketing, and business plans for the gross receipts for the next Operating Year.

9.1.2 The Director shall review and approve each Annual Plan submitted by the Concessionaire and shall work with the Concessionaire to develop an Annual Plan. In the event that the Director does not approve the Annual Plan, the Concessionaire shall continue to operate and manage the Equestrian Center using the Annual Plan from the previous Operating Year.

10.0 REQUIRED RECREATIONAL SERVICES

Concessionaire shall operate a full range of activities at the Equestrian Center, including but not limited to:

- Minimum 10 Horse Rental String, (for Trail Rides);
- Horse drawn hay/carriage rides;
- Horse care/health clinics/workshop, etc;
- Equestrian Lessons;

- Organized Trail rides (e.g., dusk rides, holiday themed rides, etc.);
- Community Partnership Events (e.g., Boy/Girl Scouts, non-profit organizations, etc.);
- Day Camps, and
- Seasonal day camps/after school activities and lessons.

11.0 DEVELOPMENTS AND IMPROVEMENTS

Concessionaire shall abide by all provisions herein described for any developments, improvements, refurbishment work, and any new proposed activities.

11.1 APPROVALS

Any proposed development and/or improvement undertaken by the Concessionaire, including, but not limited to construction of utilities, landscape planting, upgrades and development of plumbing systems, replanting or removal, irrigation, site improvements such as paths, walkways, ADA paths of travel, benches, lighting, parking lots, railings, demolition, relocation or replication of existing structures, and construction of new structures, shall have the prior written approval of the Director. Notice of a proposed improvement project(s) shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, cost estimate, timeframe and proposed funding for the project. For the operation of the facility or any proposed development and/or improvement, Concessionaire must also have the approval of the County of Los Angeles Department of Regional Planning to ensure Concessionaire's compliance with all applicable land and use regulations. Among other things, a site plan, drawn to scale, of the facility with all existing and/or proposed improvements must be created and submitted by the Concessionaire as required by the County of Los Angeles Department of Regional Planning for any business license, permit, or General Plan consistency review.

11.2 FUNDING

All funds for the costs of any development, improvement, inclusive of costs of performance and payment bonds and the costs of any permits, shall be solely the responsibility of the Concessionaire.

11.3 PLAN PREPARATION

11.3.1 The Concessionaire shall ensure that all development and improvement plans are prepared by qualified professionals such as architects, engineers, and landscape architects who are licensed by the State of California and are approved in advance by the Director. In addition, the Concessionaire shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director.

11.3.2 For projects requiring the issuance of a permit, Concessionaire shall prepare and submit two (2) sets of a preliminary design for review and approval by the Director. Within forty-five (45) days following approval of the preliminary design by the Director, Concessionaire shall prepare and submit three (3) sets of working drawings for review and approval: two (2) sets shall be submitted to the Director and one set shall be submitted to the Building Official. Should the Building Official require Concessionaire to make changes to the plans, Concessionaire shall make necessary changes and re-submit the plans to the Building Official as soon as possible, however, no later than 30 days from receipt of the plans. Upon approval thereof, said working drawings shall be incorporated herein by reference. Elements included in the approved design development shall not be subsequently disapproved in review of the working drawings. Concessionaire shall, within 30 days after approval of the working drawings as provided herein, and causing the posting of the construction site with a notice of non-responsibility of County for

payment for the works of improvement, commence construction of the above-described developments and improvements and shall diligently prosecute and complete same.

11.4 DIRECTOR'S APPROVAL

For projects requiring the issuance of a building permit, Concessionaire shall forward copies of all draft agreements between Concessionaire and the Concessionaire's architects and engineers, for Director's approval.

11.5 ENVIRONMENTAL IMPACTS

The Concessionaire shall coordinate environmental impact issues with the Director in compliance with the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), and shall receive written approvals and authorizations from Director. The Concessionaire shall, however, maintain full responsibility for implementing all CEQA, EIR and related requirements.

11.6 CONSTRUCTION MANAGEMENT

The Concessionaire and/or its construction manager shall maintain responsibility for conducting regularly scheduled site inspections and job meetings and shall notify the Director of same. Documentation of these meetings shall be maintained by the Concessionaire and be available for review by Department staff.

11.7 COMPLETION OF IMPROVEMENTS

The improvements requiring the issuance of a permit shall be deemed to be complete upon acceptance of the improvements by the Building Official as evidenced by the issuance of a certificate of occupancy and completion of punch list items. Upon completion of Improvements, the Concessionaire must provide the County evidence of completion (e.g. applicable copies of permit(s), final site inspection clearance(s), etc.).

11.8 PLANS OF RECORD

Upon completion of the improvements, Concessionaire shall furnish the Director with one (1) complete set of "plans of record" working drawings;

one (1) complete set of "plans of record" working drawings in AutoCADD and on CD (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for all building equipment and systems; and copies of all written warranties. Concessionaire shall assign to County all expressed warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement upon termination of this Agreement by expiration of term or cancellation.

11.9 PERFORMANCE SECURITY REQUIREMENTS

11.9.1 Prior to the beginning of construction, Concessionaire shall require its contractor to file surety bonds with the Concessionaire and the County if required in the amounts and for the purposes noted below. All bonds shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular 570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto (see www.fms.treas.gov/c570/).

11.9.2 Each bond shall be signed by the Concessionaire (as Principal) and Surety.

11.9.3 The Concessionaire shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the construction price to assure the payment of claims of material men supplying materials to Concessionaire, subcontractors, mechanics, and laborers employed by the Concessionaire on the Project, and the second in the sum of not less than 100% of the Project cost to assure the faithful performance of the Agreement.

a. The "Materials and Labor Bond" (or "Payment Bond") shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the Project. This bond

shall be maintained by the Concessionaire in full force and effect until the Project is completed and accepted by the County, and until all claims for materials, labor and subcontracts are paid.

- b. The “Bond for Faithful Performance” shall be so conditioned as to assure the faithful performance by the Concessionaire of all work under this Agreement, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the County, that all materials and workmanship supplied by the Concessionaire will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of Acceptance of the Work by the County, the Contractor shall, at the Concessionaire’s own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the County do so, and to the approval of the Department. This bond shall be maintained by the Concessionaire in full force and effect during the performance of the Agreement and for a period of one year after acceptance of the work by the County

- 11.9.4 Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the County, said Concessionaire shall replace said bond or bonds with good and sufficient sureties within 10 days after receiving notice from the County that the surety or sureties are insufficient or unsatisfactory.

11.10 PREVAILING WAGES

The Concessionaire agrees that all artisans, mechanics, and laborers employed by its contractor to perform the work on the project shall receive

at least prevailing wages and fringe benefits of the building trades department for corresponding classes of artisans, mechanics, and laborers for the Los Angeles County Area. Concessionaire agrees that all subcontracts entered into by the Concessionaire for work on this project shall contain similar provisions covering any employees of the subcontractor who perform work on this project. Any developments and capital improvement(s) performed hereunder shall comply with all provisions of the Labor Code of the State of California, including but not limited to, the payment of prevailing wages to all persons providing labor on any such project.

11.11 COMPLIANCE WITH ALL LAWS AND BUILDING CODES

The Concessionaire shall comply with and require its Contractors and Subcontractors to comply with all applicable laws, including Building Code requirements in connection with any projects performed hereunder.

11.12 CAPITAL IMPROVEMENT PROCESS

11.12.1 Concessionaire shall prepare and submit for the review and approval by the Director, any proposal of capital improvements. Said list shall describe each proposed project, the estimated improvement costs, and the intended time frame for commencement and completion of each proposed project. Implementation of the approved improvement project list shall be subject to the requirements set forth herein.

11.12.2 Prior to commencement of construction, Concessionaire shall obtain the Director's written approval of all plans, specifications and construction cost estimates, using a minimum of three (3) bids or proposals, for the improvements to be constructed upon the Equestrian Center. No modification of said plans, specifications, or improvements, including landscaping, shall be made by Concessionaire without approval thereof by the Director. Concessionaire agrees that County may have on the site at any

time during the construction an inspector who shall have the right of access to the premises and the construction work.

11.12.3 The parties agree that any delay in the construction due to fire, earthquake, war, labor dispute or other events beyond the control of Concessionaire shall extend the time in which said construction must be completed by the length of time of such delay.

11.12.4 Concessionaire shall construct, perform, complete and maintain all construction and installations covered by this Agreement in a good and workmanlike manner and with high quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and to complete same. Upon completion of the improvements, Concessionaire shall furnish the Director with one (1) complete set of as-built construction drawings on Mylar or its equivalent acceptable to the Director (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for building equipment and systems; and copies of all written warranties. Upon termination of this Agreement whether by expiration of term or cancellation, Concessionaire shall assign to County all express warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement. Upon review by and consultation with County's Risk Manager, Concessionaire shall provide such insurance coverage as Director may reasonably deem necessary for the contemplated CIP project.

11.12.5 Commencement of construction shall occur after the Concessionaire receives an advance payment from the County. The Concessionaire agrees to commence work within a reasonable timeframe but not to exceed thirty (30) days. The Director may administratively adjust the 30-day schedule when, in

the opinion of the Director, circumstances occur that are not the fault of the Concessionaire which cause a delay to the construction start schedule. If this occurs, the Concessionaire agrees to put the advanced payment into an interest-bearing account and agrees that all interest accrued be applied to the principal for project costs.

11.12.6 It is understood that the construction and/or improvements required herein may, be constructed in phases, each phase being separated from the other by a period of time to be mutually agreed upon by Concessionaire and the Director. In the event the required construction be phased as herein provided, and subject to the provisions of paragraph 11.12.3, diligent prosecution thereof shall require commencement of each phase on or before the date selected for commencement thereof and shall require completion of construction as provided for herein.

11.12.7 If County has authorized use of the CIF for the improvements, then upon final approval by the Director of the plans, specifications and construction cost estimates for the capital improvement(s), the Director shall instruct the Auditor-Controller to issue a warrant to the Concessionaire in the amount of ninety percent (90%) of the construction cost estimate. Upon completion of the capital improvement(s) and acceptance by the Director, the Auditor-Controller shall be instructed by the Director to issue a warrant to the Concessionaire in the amount of the remaining balance of the actual construction cost.

12.0 SECURITY DEPOSIT

12.1 Prior to the commencement of this Agreement, Concessionaire shall forward to the Director a cashier's check in the amount of **\$5,000** as a security deposit, payable to the County of Los Angeles Department of Parks and Recreation.

- 12.2** Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Concessionaire, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to delinquent payments; correction of maintenance deficiencies; loss of revenue due to abandonment, vacation or discontinuance of facility operations; discrimination; refunding of deposits for scheduled future events which are required to be cancelled due to abandonment, vacation or discontinuance of facility operations; a breach of obligations assumed by Concessionaire herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 12.3** In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, the Concessionaire, upon written notice by Director, shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.
- 12.4** Said Deposit shall be returned to Concessionaire upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

13.0 DESTRUCTION OF THE EQUESTRIAN CENTER AND/OR PARK

- 13.1** In the event the Equestrian Center shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Concessionaire shall either restore the Equestrian Center or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the Equestrian Center or terminate this Agreement. County shall, at its sole option, make the loss adjustment with the insurance company insuring the loss and receive any and all payments of the proceeds of insurance.

- 13.2** If County, in its sole discretion, elects to restore the Equestrian Center, this Agreement shall continue in full force and effect, except that the payment to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the operation provided a claim therefore is filed with the Director within one hundred (100) days of notice of election to restore the Equestrian Center. Any such claim shall be denied if the destruction of the Equestrian Center is found by the Director, in his sole discretion, to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 13.3** Concessionaire shall cooperate in any restoration of the Equestrian Center by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings, for such periods, as are required for the restoration thereof, upon County's written request.
- 13.4** The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of the Park by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said Park due to the partial or total closure thereof has affected the operation.
- 13.5** Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the Equestrian Center and/or the Park and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

14.0 CONSTRUCTION BY COUNTY AFFECTING EQUESTRIAN CENTER AND/OR PARK

- 14.1** In the event County, in its sole discretion, provides construction in or around the Equestrian Center, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire may be abated and/or other relief afforded, in the Director's sole discretion, and in the event that the Director determines that the construction interferes with the authorized operations, provided Concessionaire files a claim with the County for rent and abatement relief within thirty (30) days of commencement of construction.
- 14.2** During the Capital Improvement Project period, the County reserves the right to relocate horses, and to require additional temporary, and as of yet unknown, measure, so as to ensure health and/or safety.
- 14.3** Concessionaire agrees to cooperate with County in the event that the construction affects the Equestrian Center by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facility(ies). Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 14.4** Following completion of the construction, Concessionaire shall resume its operations therefrom within thirty (30) days of written notice from the Director that the Equestrian Center is tenantable.
- 14.5** The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Park that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that

the reduction in the public's use of the Park due to the partial or total closure thereof, has affected the Concessionaire's operations.

- 14.6** Concessionaire agrees to accept the remedy heretofore provided in the event of construction upon the Equestrian Center and/or the Park, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

15.0 OPERATING RESPONSIBILITIES

15.1 ADVERTISING MATERIALS, SIGNS AND PUBLICITY

With the exception of any signs currently located or used on the Equestrian Center, and any maintenance or replacement thereof, Concessionaire shall not post any additional signs upon the Equestrian Center or improvements thereon without the Director's prior written consent. Concessionaire may place temporary directional signs, as approved by Director, around the Equestrian Center to help direct visitors to the Equestrian Center during hours of operation and for special events, so long as all such temporary signage is removed within twenty-four (24) hours after conclusion of such special event or at the end of the business day during regular operations. Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior written approval thereof is obtained from Director. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts. The Concessionaire may post upcoming events and information regarding the Equestrian Center activities and events in public kiosks, if available at the Park, after first having received approval of the flyer from the Park superintendent. Signage specific to the Equestrian Center rules and regulations shall be posted throughout the Equestrian Center.

15.2 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the operation, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Concessionaire shall conform to and abide by all rules and regulations and policies of the Board, the Director, and any other County agency(ies) insofar as the same or any of them are applicable.

15.3 CONCESSIONAIRE'S STAFF, VOLUNTEERS AND EMPLOYMENT PRACTICES

15.3.1 Concessionaire shall maintain adequate and proper staffing for the Equestrian Center operations at all times. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public. Concessionaire shall designate an Operations Manager with whom County may deal with on a daily basis. The Operations Manager shall be skilled in the management of businesses similar to the operation and shall be subject to approval by the Director. The Operations Manager shall devote substantial time and attention to the operation authorized herein and render such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

15.3.2 The Director reserves the right to preclude the Concessionaire from employment or continued employment of any individual or volunteer. Director has the absolute right to approve or disapprove all of Concessionaire's staff performing work hereunder and any proposed changes in Concessionaire's staff,

including, but not limited to, Concessionaire's Operation Manager.

- 15.3.3** Director may request that Concessionaire's staff be immediately removed from working on the County Agreement at any time during the term of the Agreement. County will not provide to Concessionaire or to Concessionaire's staff any information obtained through the County conducted background clearance.
- 15.3.4** Director may immediately deny or terminate facility access to Concessionaire's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the Director.
- 15.3.5** Concessionaire warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Concessionaire shall retain such documentation for all covered employees for the period prescribed by law. Concessionaire shall indemnify, defend, and hold harmless, the County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Concessionaire or County or both in connection with any alleged violation of federal statutes or regulation pertaining to the eligibility for employment of persons performing services under this Agreement.

15.3.6 At any time prior to or during the term of this Agreement, the County may require that all of the Concessionaire's staff performing work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The Fees associated with obtaining the background information shall be at the sole expense of the Concessionaire, regardless if the Concessionaire's staff passes or fails the background clearance investigation.

15.3.8 Volunteers

A volunteer is a person who performs hours of voluntary service for civic, charitable, humanitarian, recreational or other reasons without a promise of compensation other than expense reimbursement. Volunteers will be required to be screened and background checked prior to their start of service. Fees associated with screen and background checks will be the sole responsibility of the Concessionaire. Concessionaire shall obtain in writing the following approvals 1) Director's prior written approval to accept Volunteer(s) at the Equestrian Center, 2) accept responsibility for its Volunteer(s), and 3) ensure that all approved volunteers are screened and fingerprinted, at Concessionaires sole cost, prior to volunteering at the Equestrian Center.

15.4 CREDIT IN PROMOTIONAL MATERIALS

Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, must contain the words "Frank G. Bonelli Regional Park" or any derivative thereof, and shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation

System" unless specifically approved otherwise by the Director. Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior written approval thereof is obtained from Director.

15.5 DAYS AND HOURS OF OPERATION

15.5.1 The Equestrian Center shall operate 7 days a week, from 8:00 a.m. to sunset during daylight savings time and 8:00 am to 7:00 pm during non-daylight savings time. Concessionaire shall comply with the above schedule of days and hours of operation unless written authorization to deviate from said schedule is obtained from the Director. As Frank G. Bonelli Regional Park is closed on December 25th, access to the Equestrian Center shall be limited to the Concessionaire only on this day.

15.5.2 At no time shall the Concessionaire or any member of the public be allowed to be alone in the Equestrian Center and/or allowed to ride alone on the trails after hours. After-hours access to the Equestrian Center and/or trails for special events (e.g., night rides) are limited to the prior written approval of the Park Superintendent. Concessionaire must have written approval at least 30 days in advance for any after-hours special events to safeguard the public and groups that may be involved in such activities.

15.6 DEPARTMENT'S USE OF EQUESTRIAN CENTER

The Department reserves the right to schedule the use of the Equestrian Center for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with the Concessionaire. County shall be responsible for repairing any damage, except for normal wear and tear, to the Equestrian Center while conducting said activities.

15.7 DISORDERLY PERSONS

Concessionaire agrees to not allow any loud, boisterous or disorderly persons about the Equestrian Center.

15.8 EASEMENTS

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the Equestrian Center for utilities and/or public access provided that the County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the Equestrian Center, an abatement of payments shall be provided in an amount proportional to the total area of the Equestrian Center in the before and after conditions.

15.9 HABITATION

The Equestrian Center shall not be used for human habitation, however, Concessionaire at its sole expense, may utilize the services of a night watchman or patrolman, upon the Director's written approval.

Concessionaire must have prior written approval from the Director to keep any other types of animals other than horses within the Equestrian Center. In addition, Concessionaire shall not allow the storage of personal items, such as, but not limited to, tack sheds, refrigerators, electrical cords, and vehicle storage other than horse trailers.

15.10 ILLEGAL ACTIVITIES

Concessionaire shall not permit any illegal activities to be conducted upon the Equestrian Center.

15.11 MAINTENANCE

15.11.1 Concessionaire shall maintain the Equestrian Center in good and substantial repair and condition, and in compliance therewith shall perform all repairs to and replacement of all improvements and

equipment, including the painting thereof upon written request by the Director. In addition to this general requirement as described in Exhibit B, General Maintenance Guidelines, Concessionaire shall perform any and all repairs required for the maintenance of the Equestrian Center in compliance with all laws applicable thereto; replace broken window glass; replace exterior and interior lights; repair plumbing and lighting fixtures; repair flooring; and replace broken or damaged doors. Additionally, Concessionaire shall be responsible for repairing damage to the exterior of the facility caused by malicious mischief, vandalism or burglary of the Equestrian Center caused by actions of Concessionaire, its agents and/or employees thereof. All maintenance shall commence within ten days of notice and shall be completed in a diligent manner, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof.

15.11.2 County may cure Concessionaire's default with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement from Concessionaire for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. If Concessionaire fails to pay invoiced amount within thirty (30) days, the Director may, including all other remedies available in this Agreement, deduct said amount from the Security Deposit and/or prorated monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed.

15.11.3 Rodent Control

Concessionaire shall maintain all areas free of rodents including, but not limited to gophers and ground squirrels causing

damage to turf, shrubs, groundcover, trees and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control. Effects of rodent activity: holes, mounds, etc. shall be backfilled, removed and raked leveled.

15.11.4 Use of Chemicals

All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Concessionaire, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

In addition to complying with the California Food and Agricultural Code, Applicator must be registered with the Los Angeles County Agricultural Commission. The Applicator shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

If the Concessionaire does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director per Paragraph 26.0, Subcontracting, of the Contract, may subcontract this service.

This Agreement may be terminated per Paragraph 16.13, Termination for Default, of the Agreement upon the Concessionaire's failure to comply with the terms of this section.

- a. A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall

be submitted to the Director for approval prior to application. No work shall begin until written approval of use is obtained from the Director.

- b. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- c. Concessionaire must maintain records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Concessionaire shall provide a chemical use report (site specific) with the monthly revenue report. A copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to the County prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- d. All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- e. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- f. Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

- g. All chemicals must be stored and labeled in accordance with all Local, State, and Federal laws.

15.11.5 Swales and Drains

The Concessionaire shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto. Swales shall be inspected and kept clear of all silt, debris and litter. Drains and collection boxes shall be cleaned and cleared of all debris. Drain grates shall be inspected to restrict hazards. The Concessionaire shall immediately inform the Director of any broken or missing grates, and secure grates to keep the area safe for public use.

15.11.6 Filters

The Concessionaire shall maintain all areas where filters are required free of any obstructions and kept clean. Furthermore, Concessionaire shall be responsible for the manufacturer maintenance and replacement of said filters.

15.11.7 Best Management Practices

Concessionaire must abide by the Best Management Practices (BMPs) for maintenance of the Equestrian Center as outlined in Exhibit L.

15.12 MERCHANDISE

Concessionaire shall provide to County an inventory of equestrian related merchandise required to meet the needs of the public. All food and beverages sold or kept for sale by Concessionaire shall be similar in quality, wholesome and pure, and shall conform to the Federal, State and County food laws, ordinances and regulations in all respects as comparable facilities in the surrounding area. No adulterated, misbranded

or impure articles shall be sold or kept for sale by Concessionaire, and all merchandise kept on hand by Concessionaire shall be stored and handled with due regard for sanitation. In the event that the Director determines that any merchandise, and/or food products are objectionable, the Concessionaire shall immediately withdraw or remove from sale any merchandise and/or food products.

15.13 NON-INTERFERENCE

Concessionaire shall not interfere with the public use of and the programming within the Park.

15.14 PATRON/NON-PATRON COMPLAINTS

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

15.14.2 During the term of this Agreement, the Concessionaire shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Concessionaire shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.

15.14.3 During the required business hours, Concessionaire shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Concessionaire is advised of any

complaint within one (1) hour of receipt of such complaint by the answering service. The Operation Manager shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

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

15.14.5 The Concessionaire shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Concessionaire's invoice and shall be open to the inspection of the Director at all reasonable times.

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

15.14.7 Concessionaire shall provide and maintain at its own expense an active local or toll free telephone number to make sure that emergency calls can be received. The Concessionaire or his/her designated person shall ensure that emergency calls can be received after normal business hours on a 24 hour, 7 day a week basis. The Concessionaire or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

15.15 PRICES

15.15.1 Boarding Rates

Monthly Boarding Rates are as follows:

½ Covered Stalls \$300

Full Cover Stalls \$350

Barn Stalls \$450

All increases of Boarding Rates must have prior written approval by the Director. Increases in Boarding Rates, if justified, may be authorized once every two (2) years. The criteria for increases in boarding rates shall be stated in Sub-Section 15.15.3

15.15.2 Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Equestrian Center in accordance to Exhibit P, List of Prices. All price increase requests and all requests for new fees, charges, goods, rental, and services shall be submitted in writing to the Director for approval. Prior written approval shall be received from the Director before price increases are enacted. Failure to obtain written approval prior to enacting any price increases shall constitute a material breach of this Agreement.

15.15.3 Said prices shall be fair and reasonable based upon the following considerations: that the Equestrian Center is intended to serve

the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall make such price adjustments as may be ordered by the Director.

15.15.4 Concessionaire's proposed price list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Equestrian Center shall be submitted for the Director's review prior to the commencement of advertising prices to the general public. In the event the Director notifies Concessionaire that the proposed prices are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, the Concessionaire shall make such price adjustments as may be ordered by the Director.

15.15.5 Boarder List

At the commencement of the Agreement and at any other time with 48 hour notice from the Department, Concessionaire shall submit a Boarder List, which shall include the contact information (name, address, phone numbers, email address, horse information (name, description, stall number, microchip Y/N, license number), and veterinarian name/phone number), along with a copy of each Boarder Agreement between Concessionaire

and each boarder (whether a monthly boarder or a temporary boarder).

15.15.5 Horse Trailers List

At the commencement of the Agreement and on an annual basis thereafter, Concessionaire shall submit a Horse Trailers List, which shall include the contact information (name, address, phone numbers, email address, Trailer information (make/model, license number), and the start/end date of trailer being stored on the Equestrian Center, along with a copy of each Trailer Agreement. In addition, Concessionaire shall provide the Director with a current Horse Trailer List and copies of any and all Horse Storage Trailer Agreements within forty-eight (48) hours of receiving such a request from the Director.

15.16 PROGRAMMED EVENTS

Concessionaire shall not promote or sponsor private or public events requiring the use of Equestrian Center without written prior approval of Director.

15.17 QUALITY OF GOODS AND SERVICES

Service to the public, with goods, services, and merchandise of the best quality and at reasonable charges, is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to operate and conduct its operation in a first-class manner, and comparable to other first-class facilities providing similar activities, programs and services. Concessionaire shall furnish and dispense foods, beverages, and merchandise of the best quality and shall maintain a high standard of service at least equal to that of similar events and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. Concessionaire, following receipt of written notification therefore, shall immediately withdraw or remove from sale any

goods or services which may be found objectionable to the Director based on findings that the provision of such goods or services are harmful to the public welfare.

15.18 SAFETY

15.18.1 The Concessionaire agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Concessionaire's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Concessionaire shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

15.18.2 It shall be the Concessionaire's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Concessionaire shall be responsible for making corrections so as to protect members of the public or others from injury. During the required hours of operation the Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Concessionaire shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the

premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

15.19 SANITATION

The Concessionaire shall not allow at the Equestrian Center offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health. Concessionaire shall prevent the accumulation of trash and debris for a distance of fifty (50) feet from the Equestrian Center. Concessionaire shall provide that all litter and refuse is collected as often as necessary, and **in no case less than once a week**, and shall pay all charges which may be made for the removal thereof. Concessionaire shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the Equestrian Center and the area within a distance of fifty (50) feet thereof in a sanitary condition.

15.19.1 Any horse waste should be contained in permanent, sturdy, insect-resistant, seepage-free units with impervious bottoms and covers. Options include:

- a.** Plastic garbage cans with tight fitting lids;
- b.** Fly tight wood or concrete storage sheds;
- c.** Manufactured composters or specialized storage units designed to contain animal refuse; or
- d.** The Concessionaire shall control the accumulation and breeding of flies within the Equestrian Center. This will be done using methods that will pose no health hazard to humans/horses and/or negatively affect the surrounding natural environment. This shall be an ongoing program for the duration of the Agreement.

15.19.2 Concessionaire shall control all offensive odors resulting from manure and the accumulation of urine in paddocks and stalls. This will be done using methods that pose no health hazard to

humans/horses and/or negatively affect the surrounding natural environment. This shall be an ongoing program for the duration of the Agreement.

15.19.3 Concessionaire shall control vertebrate pests which result from the storage of hay, straw, and feed. This shall be done using a method which poses no health hazard to humans/horses, and/or negatively affect the surrounding natural environment (e.g. birds, wildlife, or domestic cats and dogs) as outlined in [Section 15.11, Maintenance](#).

15.20 SECURITY DEVICES

15.20.1 Concessionaire, at its own expense, shall provide legal security devices or equipment and the installation thereof, designated for the purpose of protecting the Equestrian Center from theft, burglary or vandalism. Within the first 30 days following the effective date of this Agreement, Concessionaire shall submit an installation plan for security devices to the Department for approval. Said security devices must comply with all applicable Federal, State and local laws.

15.20.2 The Concessionaire shall provide notification using clearly written signs, prominently displayed at the perimeter of the video surveillance areas, of video surveillance equipment locations, so the public has reasonable and adequate warning that surveillance is or may be in operation before entering any area under video surveillance. Signs in the perimeter of the surveillance areas should identify someone who can answer questions about the video surveillance system, and can include an address, telephone number, or website for contact purposes.

15.20.3 In addition, Concessionaire may secure the service of a night watch person or patrol person, upon the written approval of the Director. The night watch person or patrol, if approved, would be provided at the Concessionaire's sole expense.

15.21 SIGNS

Concessionaire shall not post signs, posters or notices upon Equestrian Center or improvements thereon unless prior approval written thereof is obtained from the Director.

15.22 TRADE FIXTURES

Concessionaire shall provide and install all trade appliances, furniture, trade fixtures and equipment necessary for the operation of the Equestrian Center. Concessionaire shall provide a copy of the Concessionaire's inventory to the County for review and approval prior to occupying the Equestrian Center. During the last thirty (30) days preceding the termination of this Agreement, the County and Concessionaire will conduct a walk-through of the premises with the inventory check list to ensure that all parties are in agreement of the ownership of trade fixtures and equipment belonging to each party. Concessionaire shall remove all trade fixtures, except those trade fixtures that by the manner in which they have been affixed, have become an integral part of the premises and those trade fixtures which have been furnished by the County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Concessionaire fail to remove said fixtures, within said thirty (30) day period, Concessionaire shall lose all right, title and interest in and thereto, and County shall become the owner of the trade fixtures. County may elect to keep the trade fixtures at the premises or sell, remove, or demolish same. Concessionaire shall reimburse County for any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof. This Section shall be interpreted consistent with Civil Code Sections 660, 103, and 1019.

15.23 MINORS

Concessionaire shall ensure that any minor under the age of 18, be accompanied at all times by a responsible adult whenever on the

Equestrian Center. Concessionaire warrants that no persons under the age of 18 shall be permitted on the Equestrian Center without adult supervision.

15.24 PERFORMANCE REQUIREMENTS SUMMARY

15.24.1 All services required under this Agreement are intended to be completely consistent with the Agreement, and are not meant in any case to create, extend, revise, or expand any obligation of Concessionaire beyond that defined in this Agreement. In any case of apparent inconsistency between services as stated in the Agreement, the meaning apparent in the Agreement will prevail. If any service seems to be created which is not clearly and forthrightly set forth in the Agreement, that apparent service will be null and void and place no requirement on Concessionaire.

15.24.2 A standard level of performance will be required of the Concessionaire in the areas of required services, performance standards, monitoring used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Concessionaire's performance under this Agreement using regular monitoring and site visits or other such procedures as may be necessary to ascertain Concessionaire's compliance as may be necessary to ascertain Concessionaire's compliance with this Agreement. Failure of the Concessionaire to achieve this standard can result in an assessment of liquidated damages against the Concessionaire as determined by the County, as described in Exhibit O.

15.24.3 When the Concessionaire's performance does not conform to the requirements on this Agreement, the County will have the option to apply the following non-performance remedies:

- a) Require Concessionaire to implement a formal corrective action plan, subject to approval by the County. In the plan, the Concessionaire must include reasons for the

unacceptable performance, specific steps to return the unacceptable performance to an acceptable level, and monitoring methods to prevent recurrence.

- b)** Assessment of liquidated damages based on the assessment fee(s).
- c)** Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- d)** Failure of the Concessionaire to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Concessionaire's failure to perform said service(s), as determined by the County, shall be credited to the County by the Concessionaire.

15.24.4 This section does not preclude the County's right to terminate the Agreement, as provided for in the Agreement, Section [16.0, Terms and Conditions](#), Paragraph [16.11, Termination for Default](#).

15.25 PARKING PASSES (If Applicable)

Concessionaire shall be authorized to provide one (1) parking pass to each of its employees and boarders. Such pass must be approved by the Park Superintendent and shall provide access to the Park during hours of operation. Said parking pass may only be used to park at the Equestrian Center parking lot, and not in any other areas of the park.

15.26 EVALUATION REPORT

15.26.1 County and Concessionaire agree that the overall condition of the Equestrian Center, and the condition of the buildings thereon is of the primary importance to both parties. As this Agreement specifies the standards of performance deemed necessary for

proper maintenance, the County has developed an Evaluation Report to document Concessionaire's performance pursuant to said standards.

15.26.2 The County's Evaluation Report, a sample of which will be provided to Concessionaire and hereafter shall be included herein by this reference (Exhibit K), will be completed by an authorized representative(s) of the Director subsequent to a facility inspection by said representative(s). The County shall make every reasonable effort to conduct such inspections on a regular basis, generally once every three to four weeks, and the Concessionaire or his authorized representative may be invited to participate in the inspection tour of the premises.

15.26.3 The Director reserves the right to modify, update, and/or amend the general content and format of the Evaluation Report forms in order to provide a suitable instrument for the documentation of the Concessionaire's performance.

15.27 CONFIDENTIALITY

15.27.1 Concessionaire shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

15.27.2 Concessionaire shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Concessionaire, its officers, employees, agents, or

subcontractors, to comply with this Paragraph 15.27, as determined by County in its sole judgment. Any legal defense pursuant to Concessionaire's indemnification obligations under this Paragraph 15.27 shall be conducted by Concessionaire and performed by counsel selected by Concessionaire and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Concessionaire fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Concessionaire for all such costs and expenses incurred by County in doing so. Concessionaire shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15.27.3 Concessionaire shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

15.28 FILMING

In the event that any filming is proposed to be conducted on the Equestrian Center, Concessionaire will be required to obtain required filming permits from Film LA, Inc.

15.29 PERMITS AND CERTIFICATES

The Concessionaire shall obtain and maintain during the term of this Agreement, all appropriate permits and certificates required by Federal, State, and local law for the operation of its business. Concessionaire shall ensure that all of its employees, who perform services, obtain and maintain in effect during the term of the Agreement, all certificates required by Federal, State and local law which are applicable to their

performance. Concessionaire shall provide, upon request, a copy of each permit and certificate.

15.30 UTILITIES

The Concessionaire shall be responsible for the payment of the electricity, and water usage at the Equestrian Center. Concessionaire shall pay to the County a combined Water/Electricity flat rate of \$500 per month in addition to the monthly minimum rent. Electricity, and water rates will be reviewed and evaluated on an annual basis, and are subject to change. In addition, all communication service payments (i.e. telephone, internet, Wi-Fi) shall solely be the responsibility of the Concessionaire.

15.31 ROUTES AND TRAILS

Concessionaire shall ensure rental horses keep to a designated route specified by the Park's Superintendent. The horses shall be kept out of the developed areas of the Park. The Concessionaire shall be responsible for ensuring that each renter or group of renters be accompanied by an adult guide to assure safety and assure that horses stay on the designated trail. The adult guide must be an experienced equine staff member.

15.32 MAXIMUM LIMIT OF HORSES FOR BOARD AND ASSESSMENT

The Concessionaire may maintain a maximum of 62 horses for boarding (monthly or temporary), and a minimum of 10 horses to rent to the public. However, the maximum facility capacity for monthly, temporary, and rental horses shall not exceed 125 horses. If Concessionaire exceeds said maximum number of horses at any time, as determined by the Director, a charge of \$150 per day, per animal shall be assessed by the Department to the Concessionaire. Department shall invoice said amount within 30 days of receipt of invoice. If Concessionaire fails to pay invoiced amount within 30 days, the Director may, including all other remedies available in this Agreement, deduct said amount from the Security Deposit. Action taken by the Department herein shall be in addition to the exercise of any

other rights provided for in this Agreement or by law to remedy a breach of the Agreement

15.33 RENTAL STRING REQUIREMENTS FOR PUBLIC USE

The Concessionaire shall provide a minimum of 10 horses for rent to the public no later than 60 days after the commencement of Agreement.

15.34 TEMPORARY AND EVACUATION BOARDING

The Concessionaire may board horses on a temporary basis (not to exceed seven (7) consecutive days or no more than 8 days in any given month) for traveling equestrians or for those who require temporary boarding to attend special events. In addition, Concessionaire may also house those horses who are displaced due to a natural disaster, granted that the proposer receives an official order from an emergency agency, and written approval from the Director is obtained.

15.35 HORSE TRAILER STORAGE

The Concessionaire shall ensure that the trailers stored in the Equestrian Center, as specified in Exhibit A, are for the sole purpose of transporting horses. Said trailers are subject to rent percentage(s) paid to the County.

15.36 TACK SHEDS

The Concessionaire shall maintain and ensure that all the tack sheds on the Equestrian Center and any replacements are consistent with Exhibit N, and at its own expense.

15.37 EMERGENCY PLAN

Concessionaire shall present an Emergency Plan prior to occupying the Equestrian Center. The Emergency Plan shall be posted at a visible location at the Equestrian Center for all staff and patrons to access. The plan must include safety guidelines that meet the local fire department standards and health and safety codes.

16.0 TERMS AND CONDITIONS

16.1 AGREEMENT ENFORCEMENT

- 16.1.1** The Director shall be responsible for the enforcement of this Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.
- 16.1.2** Any officers and/or authorized employees of the County may enter upon the Equestrian Center at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Equestrian Center.
- 16.1.3** In the event the County commences legal proceedings for the enforcement of this Agreement or recovery of the Equestrian Center herein, Concessionaire does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

16.2 CANCELLATION

- 16.2.1** Upon the occurrence of any one or more of the events of default hereinafter described in Subparagraph [16.11, Events of Default](#), this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Concessionaire ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefore.
- 16.2.2** Upon cancellation, the County shall have the right to take possession of the Equestrian Center, including all improvements, equipment, and inventory located thereon, and use same for the

purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

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

16.2.4 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Concessionaire was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

16.3 COMPLIANCE WITH CIVIL RIGHTS LAW

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

16.4 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County's policy to encourage all

County Contractor's to voluntarily post the County's "Safely Surrendered Baby Law" poster (Exhibit F) in a prominent position at the Concessionaire's place of business. The Concessionaire will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

16.5 CONCESSIONAIRE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

16.5.1 In the event the Director determines that there are deficiencies in Concessionaire's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Concessionaire to correct said deficiencies within specified time frames.

16.5.2 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames the Director may, at his option: 1) use the Security Deposit as provided for herein, 2) exercise its rights under the Paragraph [16.34, Right of Entry](#), and/or 3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the obligations for use granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Concessionaire shall be liable to County for liquidated damages in said amount.

16.6 FACSIMILE AND ELECTRONIC REPRESENTATIONS

The County and Concessionaire hereby agree to regard facsimile and electronic representations of original signatures of authorized officers of

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

16.7 CONCESSIONAIRE’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

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

16.7.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Concessionaire’s duty under this Agreement to comply with all applicable provisions of law, Concessionaire warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16.8 CONCESSIONAIRE’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

16.8.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

16.9 CONFLICT OF INTEREST

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

16.9.2 The Concessionaire shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Concessionaire warrants that it is not now aware of any facts that create a conflict of interest. If the Concessionaire hereafter becomes aware of any facts that might reasonably be expected to create a conflict of

interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. In addition, the Concessionaire's Operation Manager shall abstain from participating in any decision in which it has a financial interest. Abstention requires disclosure of the Concessionaire's Operation Manager interest and notation on the official record of the nature of the interest. Participation includes not only voting on, but also taking part in any discussion or analysis of the decision in which the Concessionaire's Operation Manager has any interest, financial or otherwise. It also includes any attempt to influence, either directly or indirectly, the decision of the Non-Profit Board.

16.10 COUNTY'S QUALITY ASSURANCE PLAN

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

16.11 EVENTS OF DEFAULT

16.11.1 The abandonment, vacation or discontinuance of operations on the Equestrian Center for more than two (2) consecutive days without approval thereof by the Director.

- 16.11.2** The failure of Concessionaire to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.
- 16.11.3** The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 16.11.4** The failure to maintain the Equestrian Center and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 16.11.5** The failure of Concessionaire to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.
- 16.11.6** Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of State and/or Federal laws thereon.
- 16.11.7** Failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

16.12 TERMINATION FOR CONVENIENCE

16.12.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Concessionaire specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 120 days after the notice is sent.

16.12.2 After receipt of a notice of termination and except as otherwise directed by the County, the Concessionaire shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

16.12.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Concessionaire under this Agreement shall be maintained by the Concessionaire in accordance with Section 8.0, Record Retention & Inspection/Audit Settlement.

16.13 TERMINATION FOR DEFAULT

16.13.1 The County may, by written notice to the Concessionaire, terminate the whole or any part of this Agreement, in the following circumstances:

- a. The Concessionaire has materially breached this Agreement;
- b. The Concessionaire fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;
- c. The Concessionaire fails to demonstrate a high probability of timely fulfillment of performance requirements under this

Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

16.13.2 Upon the occurrence of Subparagraph 16.12.1, this Agreement shall be subject to termination. As a condition precedent thereto, the Director shall give the Concessionaire a minimum of three (3) days' notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

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

16.13.4 In the event that the County terminates this Agreement in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above this Agreement sum may be charged against the Concessionaire. The Concessionaire shall continue

the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

16.13.5 Except with respect to defaults of any Subcontractor, the Concessionaire shall not be liable for any such excess costs of the type identified in Subparagraph 16.13.4 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Concessionaire. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Concessionaire. If the failure to perform is caused by the default of a Subcontractor, and without the fault or negligence of either of them, the Concessionaire shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Concessionaire to meet the required performance schedule. As used in this Subparagraph 16.13.5, the term “Subcontractor” and “Subcontractors” mean Subcontractor(s) at any tier.

16.13.6 In the event the County terminates this Agreement in its entirety due to the Concessionaire’s default as provided in Subparagraph 16.13.1, the Concessionaire and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County’s costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Concessionaire and the

County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph [16.5, Concessionaire's Non-Compliance and Liquidated Damages](#), be entitled to liquidated damages from the Concessionaire, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Concessionaire to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Concessionaire by the County, whether under this Agreement or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Concessionaire's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection [16.25, Indemnification](#).

16.13.7 In the event that, following service of the Notice of Termination of this Agreement under the provisions of this Subparagraph 16.13.7, it is determined for any reason that the Concessionaire was not in default under the provisions of this Subparagraph 16.13.7, that the default was excusable under provisions of this Subparagraph 16.13.7, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

16.13.8 The rights and remedies of the County provided in this Subparagraph 16.13 shall not be exclusive and are in addition to

any other rights and remedies provided by law or under this Agreement.

16.14 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Concessionaire to maintain compliance with the requirements set for in Subsection [16.7, Concessionaire's Warranty Of Adherence To County's Child Support Compliance Program](#), shall constitute a default by Concessionaire under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Subsection [16.2, Cancellation](#).

16.15 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Concessionaire to maintain compliance with the requirements set forth in Paragraph [16.8, Concessionaire's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program](#), Concessionaire's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Concessionaire to cure such default with ten (10) days of notice shall be ground upon which County may terminate this Agreement and/or pursue debarment of Concessionaire, pursuant to County Code Chapter 2.206.

16.16 TERMINATION FOR IMPROPER CONSIDERATION

16.16.1 County may, by written notice to Concessionaire, immediately terminate the right of Concessionaire to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Concessionaire, either directly or through an

intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Concessionaire's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by the Concessionaire.

16.16.2 Concessionaire shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Concessionaire in writing by County.

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

16.17 TERMINATION FOR INSOLVENCY

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

- If the Concessionaire is deemed to be insolvent: The Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Concessionaire is insolvent within the meaning of Federal Bankruptcy Code;
- To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Concessionaire under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Concessionaire

16.17.2 The rights and remedies of County provided in this Subsection 16.17 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16.18 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Concessionaire and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Concessionaire or any County Lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

16.19 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

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

16.19.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Park, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Concessionaire shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and

inventory. County shall provide advance notice to the Concessionaire of such park closure.

16.20 SUSPENSION

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

- a. Concessionaire shall immediately discontinue all services unless otherwise indicated by Director.
- b. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

16.21 FAIR LABOR STANDARDS

The Concessionaire shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Concessionaire's employees for which the County may be found jointly or solely liable.

16.22 FORCE MAJEURE; TIME EXTENSIONS

16.22.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to

perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").

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

16.22.3 In the event Concessionaire's failure to perform arises out of a force majeure event, Concessionaire agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

16.23 GOVERNING LAW, JURISDICTION, and VENUE

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

16.24 INDEPENDENT CONCESSIONAIRE

This Agreement is by and between the County of Los Angeles and Concessionaire and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or

association, as between County and Concessionaire. Concessionaire understands and agrees that all persons furnishing services on behalf of Concessionaire pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Concessionaire and not of County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

16.25 INDEMNIFICATION

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

16.26 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Concessionaire's indemnification of County and the United States, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections [16.26 General Provisions For All Insurance Coverage](#) and [16.27 Insurance Coverage Requirements](#), of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon

Concessionaire pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Concessionaire for liabilities which may arise from or relate to this Agreement.

16.26.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, the United States, and the County of Los Angeles Flood Control District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Concessionaire's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Concessionaire's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Concessionaire and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Concessionaire identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Concessionaire, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Contracts and Golf Division
Los Angeles County Arboretum
301 North Baldwin Avenue
Arcadia, CA 91007

Concessionaire also shall promptly report to County any injury or property damage accident or incident, including any injury to a Concessionaire employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Concessionaire. Concessionaire also shall promptly notify County of any third party claim or suit filed against Concessionaire or any of its Subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Concessionaire and/or County.

16.26.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, the County of Los Angeles Flood Control District, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Concessionaire's General Liability policy with respect to liability arising out of Concessionaire's ongoing and completed

operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Concessionaire's acts or omissions, whether such liability is attributable to the Concessionaire or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

16.26.3 Cancellation of/or Changes in Insurance

Concessionaire shall provide County with, or Concessionaire's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

16.26.4 Failure to Maintain Insurance

Concessionaire's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Concessionaire, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Concessionaire resulting

from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Concessionaire, deduct the premium cost from sums due to Concessionaire or pursue Concessionaire reimbursement.

16.26.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

16.26.6 Concessionaire's Insurance Shall Be Primary

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

16.26.7 Waivers of Subrogation

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

16.26.8 Subcontractor Insurance Coverage Requirements

Concessionaire shall include all Subcontractors as insureds under Concessionaire's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Concessionaire shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Concessionaire as additional insured on the Subcontractor's General Liability policy. Concessionaire shall

obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

16.26.9 Deductibles and Self-Insured Retentions (SIRs)

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

16.26.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Concessionaire understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

16.26.11 Application of Excess Liability Coverage

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

16.26.12 Separation of Insureds

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

16.26.13 Alternative Risk Financing Programs

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

16.26.14 County Review and Approval of Insurance Requirements

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

16.27 INSURANCE COVERAGE REQUIREMENTS

16.27.1 Commercial General Liability Insurance

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

- General Aggregate: \$5,000,000
- Products/Completed Operations Aggregate: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Each Occurrence: \$2,000,000

16.27.2 Automobile Liability Insurance

Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Concessionaire's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

16.27.3 Workers Compensation and Employers' Liability

Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the County for injury to the Concessionaire's employees. If Concessionaire will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Concessionaire's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

16.27.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

16.27.5 Property Coverage

Concessionaire given use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30)

form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Concessionaire's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value. It is the responsibility of the Concessionaire to determine the full replacement value of the real property and personal property; third party assessments of the property, including but not limited to contents, and the assessment (value, property measurements, etc.) are subject to the approval of the County. Individual coverage must be provided separate from the Commercial General Liability.

i. Personal Property: Automobile and Mobile Equipment

Special form "all risk" coverage for actual cash value of County-owned or concession property; and

ii. Real Property and All Other Personal Property

Special form "all risk" coverage for full replacement value of County-owned or concession property.

16.27.6 Periods of New Construction

During the period(s) of construction as required or authorized herein, and in addition to the aforementioned insurance coverage, Concessionaire shall provide the following forms and amounts of insurance:

a. Builder's All-Risk Insurance: course of construction insurance coverage shall be provided during the construction of any new developments and/or improvements. Such insurance shall cover the County's interests and any of the Concessionaire's materials, equipment and furnishings, and shall:

1. Insure against damage from perils covered by Causes-of Loss Special Form (ISO form CP 10 30), and be endorsed to include flood, earthquake, ordinance or law coverage, coverage for temporary off site storage, pollutant clean-up and removal, preservation of property, and full collapse coverage during construction (without restricting collapse coverage to specified perils)
2. Be written on a completed value basis and cover the entire work against loss or damage until completion and acceptance by the County.
3. Provide a per occurrence deductible of no greater than ten percent (10%) of the value insured for earthquake, and five percent (5%) of the value insured for all other perils.

b. Professional Liability/Errors and Omissions Insurance

Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Concessionaire, its officers or employees arising from or related to this Agreement with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of this Agreement.

c. Concessionaire's Pollution Liability Insurance

Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Concessionaire shall maintain limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

16.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 16.28.1** The Concessionaire certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 16.28.2** Concessionaire shall certify to and comply with the provisions of Exhibit C, Concessionaire's EEO Certification.
- 16.28.3** The Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 16.28.4** The Concessionaire certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 16.28.5** The Concessionaire certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.

16.28.6 The Concessionaire shall allow County representatives access to the Concessionaire's employment/volunteer records during regular business hours to verify compliance with the provisions of this Subparagraph 16.28 when so requested by the County.

16.28.7 If the County finds that any provisions of this Subparagraph 16.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Concessionaire has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Concessionaire has violated the anti-discrimination provisions of this Agreement.

16.28.8 The parties agree that in the event Concessionaire violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

16.29 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

The Concessionaire shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice

shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit E.

16.30 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Concessionaire shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

16.31 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: 1) delivered by personal service; facsimile or email or 2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The name, address, telephone number and email to be used for any notice served to the Concessionaire shall be as follows:

Ms. Deirdre Stephens

624 W. Allen Ave.

San Dimas, CA 91773

ddmstephens@gmail.com

Cell Phone: (909) 267-5693

The address to be used for any notice served by mail upon County shall be **301 North Baldwin Avenue, Arcadia, CA 91007, Attention: Contracts and Golf Division**, or such other place as may hereafter be designated in writing to Concessionaire by the Director. Service by mail;

facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

Change of address by either party must be given ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

16.32 PUBLIC RECORDS ACT

16.32.1 Any documents submitted by Concessionaire; all information obtained in connection with the County's right to audit and inspect Concessionaire's documents, books, and accounting records pursuant to Paragraph [8.0, Record Retention And Inspection/Audit Settlement](#), of this Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

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

16.33 RECYCLED BOND PAPER

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

16.34 RIGHT OF ENTRY

16.34.1 Any officers and/or authorized employees of the County may enter upon the Equestrian Center at any and all times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Equestrian Center.

16.34.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of two (2) days, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to 1) take possession of the Equestrian Center, including all improvements, equipment and inventory thereon; 2) remove any and all persons or property on said Equestrian Center and place any such property in storage for the account of and at the expense of Concessionaire; 3) subcontract or sublease of the Equestrian Center; and 4) after payment of all expenses of such subcontracting or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of County upon the Equestrian Center for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

16.34.3 No re-entry or taking of the Equestrian Center by County pursuant to Subparagraph 16.34.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Concessionaire or unless the termination thereof be decreed by a court of competent jurisdiction.

16.35 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

16.36 SUBCONTRACTING

16.36.1 The requirements of this Agreement may not be subcontracted by the Concessionaire **without the advance written approval of the Director**. Any attempt by the Concessionaire to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

16.36.2 If the Concessionaire desires to subcontract, the Concessionaire shall provide the following information along with its written request to subcontractor promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

The Concessionaire shall ensure delivery of all such documents to the Department at the address provided in Section [16.31, Notices](#), before any subcontractor employee may perform any work hereunder.

- 16.36.3** The Concessionaire shall remain fully responsible for all performances required of it under this Agreement, including those that the Concessionaire has determined to subcontract, notwithstanding the County's approval of the Concessionaire's proposed subcontract.
- 16.36.4** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Concessionaire is responsible to notify its subcontractors of this County right.
- 16.36.5** The Concessionaire shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 16.36.6** In the event Director should consent to subcontracting:
- a.** Each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
 - b.** The Concessionaire shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms and conditions of a prime Agreement with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
- 16.36.7** The Concessionaire shall obtain all Certificates of Insurance, which establish that the subcontractor maintains all the program of insurance required by the County, from each approved subcontractor.
- 16.36.8** The Concessionaire shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the

employment as for the Concessionaire's own employees. Concessionaire shall not, without the prior written consent of the Director, sublicense any portion of the Equestrian Center, or sublicense any of the operation or activities authorized or required by this Agreement.

16.36.9 In the event the County determines that the Concessionaire has violated the sublease provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, and/or assess liquidated damages.

16.37 SURRENDER OF EQUESTRIAN CENTER

16.37.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the Equestrian Center and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that Paragraph 16.37.2 hereinbefore may be applicable thereto.

16.37.2 Upon expiration of the term, Concessionaire shall execute and deliver to County within thirty (30) days after service of written demand, a good and sufficient quitclaim deed of the Concessionaire's interest in this Agreement and the Equestrian Center. Should Concessionaire fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Concessionaire to execute and deliver the quitclaim deed shall, after ten (10) days from the date of recordation of the notice, be conclusive evidence against Concessionaire and all persons claiming under Concessionaire, of the termination of this Agreement.

16.38 TAXES AND ASSESSMENTS

16.38.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, including, but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Equestrian Center and any improvements located thereon.

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

16.39 TRANSFERS

16.39.1 Concessionaire shall not, without written consent of the Director, transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage without the written consent of the Director shall be null and void, and shall constitute a material breach of this Agreement.

16.39.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.

16.39.3 The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by

or against Concessionaire, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

16.39.4 Shareholders and/or partners of Concessionaire may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Concessionaire to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the Director's approval thereof shall be required. Consent to any such transfer shall be refused if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the operation of the Equestrian Center.

16.39.5 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

16.39.6 In the event Concessionaire shall request the prior written consent of Director to give, assign, transfer or grant control of this Agreement, and Director gives written consent to the assignment, a transfer fee equal to twenty percent (20%) of the gross sales price shall be paid to County. Said sum shall be payable to County in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the

assignee a) affirms the sums due and owing to County and b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

- a.** A transfer of an undivided interest in the agreement between or among co-workers or affiliated entities which results in a change in method of holding title but does not result in a change to the proportional interests held by the co-owners or affiliated entities prior to the transfer;
- b.** An assignment which serves as security for the repayment of a loan from any lender but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;
- c.** A transfer of title of the agreement to a lender purchaser at the foreclosure sale under a deed of trust on the property or by assignment to the lender or its nominee in lieu of foreclosure;
- d.** Such other assignment for which the Director determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Concessionaire without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby. The Director's decision in such cases may be appealed to the Board of Supervisors within ten (10) days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of

Concessionaire in the event the Director's decision is reversed.

16.40 VALIDITY

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

16.41 WAIVER

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

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

16.41.3 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by County of any default.

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

16.42 WARRANTY AGAINST CONTINGENT FEES

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

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

17.0 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

17.1 Smoking shall be prohibited at all parks, except: Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official, and;

17.2 Smoking shall be permitted within the Premises, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of the Park (Exhibit H).

18.0 TUBERCULOSIS

Concessionaire shall not employ as a member of its food and non-alcoholic beverage staff any person who cannot produce a certificate showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. Thereafter, those employees whose skin test is negative shall be required to undergo the foregoing examination at least once every four (4) years for so long at the employee remains skin test negative. Once an employee has documented positive skin test, he or she shall be

removed from the position of food and beverage staff. When the skin test has been followed by x-ray, the forgoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the county's health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business Code and or a notice from a public health agency or unit of the Tuberculosis Association that indicates freedom from active tuberculosis.

19.0 VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM:

19.1 Concessionaire agrees that is will participate in the County's Voluntary Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 grams or more of artificial trans fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Concessionaire's Equestrian Center, except for food that is being served directly to consumers in a manufacturer's original sealed package, as more specifically set forth in Exhibit G hereto. Concessionaire shall provide the written certification attached hereto as Exhibit G stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at www.lapublichealth.org.

19.2 Within five (5) days of the County's execution of this Agreement, Concessionaire shall submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant. Concessionaire's failure to do either of the foregoing shall constitute a material breach of this Agreement and shall be grounds for immediate termination by the County. County shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.

- 19.3** Upon County's approval of the Concessionaire's participation in the ATFR Program, Concessionaire shall have the same rights and obligations as any voluntary member of ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.
- 19.4** In addition to any remedies provided the County by ATFR Program's rules, any failure by Concessionaire to comply with the ATFR Program standards shall constitute a material breach of this Agreement entitling the County to terminate the Agreement in its entirety or, if the Concessionaire provided service to multiple Equestrian Center, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following;
- 19.4.1** Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Concessionaire's breach of this Section 19.0. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-compliant facility and that Concessionaire shall be liable to County for that amount.
- 19.4.2** Require removal of all AFTR Program logo, signage and other advertising materials from the non-compliant Concessionaire Equestrian Center and from any other location where such materials are used by the Concessionaire, including without limitation menus, menu boards, and dining table tent cards.
- 19.4.3** Require Concessionaire to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

20.0 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

Concessionaire is required to comply with the County's policy on restricting its purchase and use of EPS food containers on County-owned facilities.

21.0 VENDING MACHINE NUTRITION POLICY

Concessionaire acknowledges and agrees that as of the commencement of the term of this Agreement:

- a) by separate license agreement with a third party provider (hereinafter the “Provider”), the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at the Equestrian Center; and
- b) the aforementioned license agreement contains a provision granting the Provider a right-of-first-refusal to provide additional beverage vending machines at the Park, and that a waiver of the provider’s right-of-first-refusal is required in order to permit the Concessionaire to sell non-alcoholic beverages from vending machines at the Equestrian Center.

The Concessionaire shall comply with the County of Los Angeles Vending Machine Nutrition Policy (Exhibit J).

21.1 Concessionaire shall display all bottled water in eye-level sections of the beverage vending machines. Only food and beverage products that meet the County of Los Angeles Vending Machine Nutrition Policy shall be advertised on snack and beverage vending machines. Beverages and snacks that meet the policy’s nutrition guidelines can vary by brand; therefore, it is important to compare the Nutrition Facts label before including them as an acceptable stocking item. Concessionaire is encouraged to prominently display “Choose Health LA” signage that promotes healthy food and beverage options on all vending machines (signage shall be provided by the Los Angeles County Department of Public Health).

21.2 The Department of Public Health (DPH) may periodically monitor these Agreements to ensure the Concessionaire’s compliance with the County of Los Angeles Vending Machine Nutrition Policy. DPH shall communicate its findings to the Chief Executive Office and/or Department of Parks and Recreation. Failure to comply with the County of Los

Angeles Vending Machine Nutrition Policy may, in the Director's sole discretion, constitute a breach of this Agreement.

- 21.3** Please contact the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email at chronic_disease@ph.lacounty.gov if you have any questions on the vending machine policy and product compliance.

22.0 CONTRACT ALERT REPORTING DATABASE

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

23.0 GREEN INITIATIVES

Concessionaire shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Concessionaire shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County (Exhibit I). County shall determine and approve Concessionaire's products prior to their use.

24.0 TIME OFF FOR VOTING

Concessionaire shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before statewide election, every Concessionaire and all of its subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

25.0 NON RESPONSIBILITY AND DEBARMENT

25.1 RESPONSIBLE CONCESSIONAIRE

A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Concessionaires.

25.2 CHAPTER 2.202 OF THE COUNTY CODE

The Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Concessionaire on this or other Agreements which indicates that the Concessionaire is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Concessionaire from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Concessionaire may have with the County.

25.3 NON-RESPONSIBLE CONCESSIONAIRE

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

25.4 CONTRACTOR HEARING BOARD

- 25.4.1** If there is evidence that the Concessionaire may be subject to debarment, the Department will notify the Concessionaire in writing of the evidence which is the basis for the proposed debarment and will advise the Concessionaire of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 25.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Concessionaire and/or the Concessionaire's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. The Concessionaire and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 25.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 25.4.4** If a Concessionaire has been debarred for a period longer than five (5) years, that Concessionaire may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the

debarment if it finds that the Concessionaire has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

25.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Concessionaire has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

26.0 SUBCONTRACTORS OF CONCESSIONAIRE

These terms shall also apply to Subcontractors of County Concessionaires.

27.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

28.0 AUTHORIZATION WARRANTY

Concessionaire represents and warrants that the signatory to this Agreement is fully authorized to obligate Concessionaire hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

29.0 ENTIRE AGREEMENT

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

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

COUNTY OF LOS ANGELES

By _____

John Wicker, Director
Department of Parks and Recreation

By Deirdre Stephens

Deirdre Stephens, Concessionaire

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By Christina A. Salseda

Christina A. Salseda, Principal Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On March 9, 2017, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared Deirdre Stephens who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



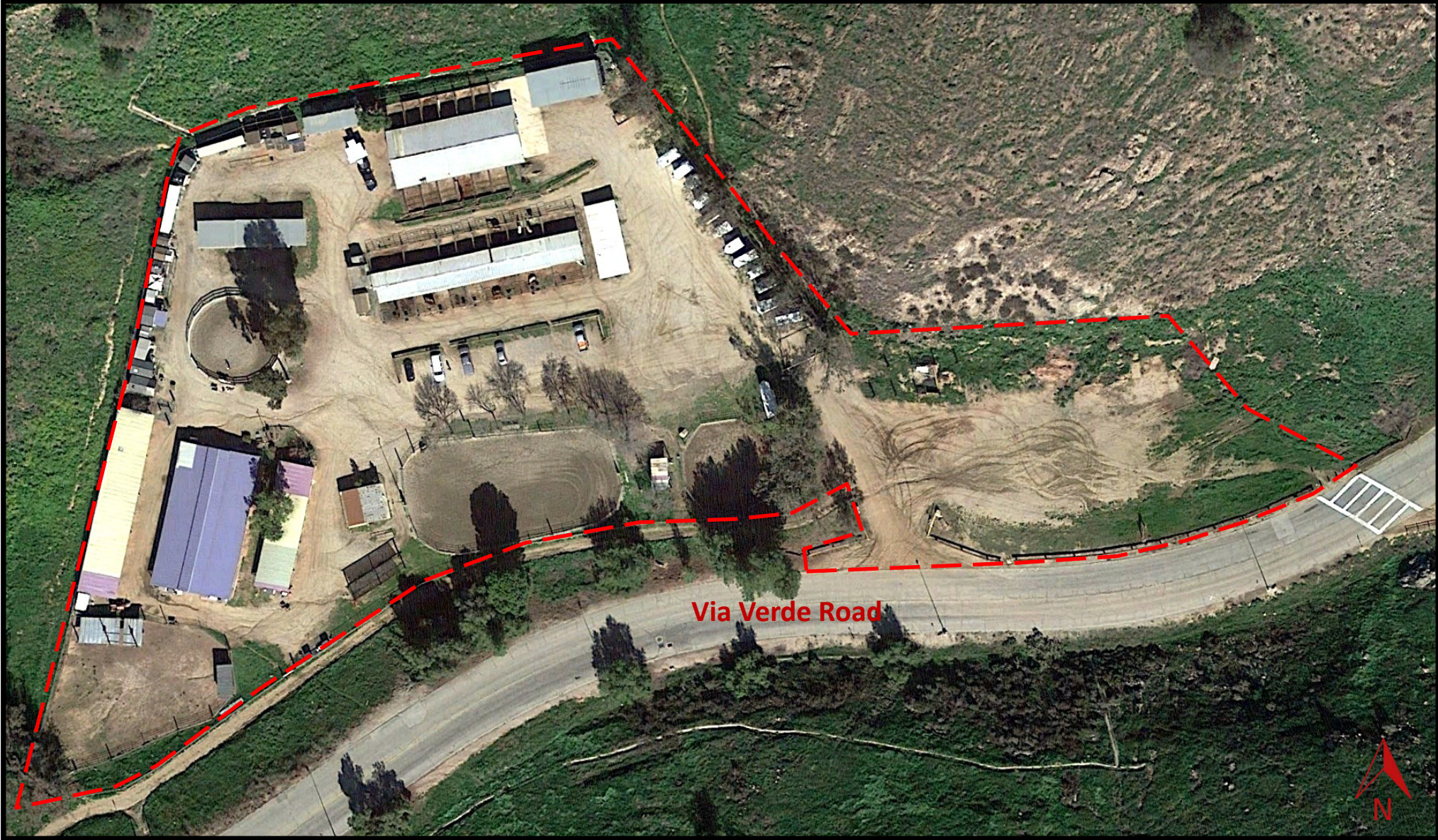
Dean C. Logan
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk

Bonelli Equestrian Center Site Map

12191 Rooks Road, Whittier CA 90601

EXHIBIT A
EQUESTRIAN CENTER SITE PLAN



**Frank G. Bonelli Equestrian Center
General Maintenance Guidelines**

1.0 SAFETY

- 1.1 The Concessionaire agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Concessionaire's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Concessionaire shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 1.2 It shall be the Concessionaire's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Concessionaire shall be responsible for making minor corrections so as to protect members of the public or others from injury. During normal hours the Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Concessionaire shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

2.0 SIGNS/IMPROVEMENTS

The Concessionaire shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director.

3.0 LITTER CONTROL

- 3.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated.
- 3.2 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.
- 3.3 Litter shall be removed from all riding and hiking trails and ten (10) feet on either side of trails.

**Frank G. Bonelli Equestrian Center
General Maintenance Guidelines**

4.0 TRASH CONTAINERS

- 4.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 4.2 Receptacles shall be conveniently located for public use, and returned daily to such locations if receptacles are displaced by third parties.
- 4.3 Containers or related appurtenances shall be cleaned, and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 4.4 Containers shall be painted and stenciled as needed.
- 4.5 Containers shall be fifty-five (55) gallon drums.

5.0 TRASH BIN REMOVAL

- 5.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 5.2 A designated storage area will be provided for the trash bin(s).
- 5.3 Concessionaire shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.

6.0 GRAFFITI ERADICATION AND CONTROL

- 6.1 Graffiti eradication and control shall include all surfaces within the demised premises both interior and exterior.
- 6.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.
- 6.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director.
- 6.4 The Concessionaire shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Concessionaire shall use materials, and methods of application, as provided and approved by the Director.
- 6.5 The Concessionaire shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.

7.0 RODENT CONTROL

- 7.1 All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control.

**Frank G. Bonelli Equestrian Center
General Maintenance Guidelines**

- 7.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level.
- 7.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Concessionaire's expense, until eradication is complete.

8.0 SWALES AND DRAINS

- 8.1 The Concessionaire shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.
- 8.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 8.3 Drains and collection boxes shall be cleaned and cleared of all debris.
- 8.4 Drain grates shall be inspected to restrict hazards. The Concessionaire shall immediately inform the Director of any broken or missing grates, and secure same to keep the area safe for public use.

9.0 EQUESTRIAN ARENA MAINTENANCE

- 9.1 Daily Operations
 - a. All areas shall be maintained at a level that ensures a safe condition. Equestrian Center includes all wood and metal fencing, surrounding turf, trees, shrubs, groundcover, irrigation system, horse-drinking trough, entrance arena, and all surface areas of dressage, exercise, groom, and congregation of horses. Inspections shall be made daily prior to 7:00 AM, and the Director shall be informed immediately thereafter of any hazardous conditions thereat, or any supplemental needs thereof. Unless otherwise specified, all specifications of this Agreement which govern the Concessionaire's completion of required obligations shall apply to Equestrian Center maintenance.
 - b. All horse manure shall be disposed of to a location outside the Equestrian Center.
 - c. Fifty-five (55) gallon trash cans shall be emptied and placed outside of all perimeter fence areas of the Equestrian Center.
 - d. Lightly water all surface areas of the dressage, exercise, groom, and congregation of horses, and then drag and level with a steel drag mat acceptable to the Director. A small 4-wheel vehicle acceptable to the Director, such as a John Deere Gator, shall be used to drag the surfaces.

**Frank G. Bonelli Equestrian Center
General Maintenance Guidelines**

- e. After smoothing the surface with the drag mat, small pebbles and other debris shall then be removed.
- g. The build-up of sand at the base and under the railing of the arena is to be leveled with the use of an aluminum landscape rake.
- h. It is important to note that once the leveling process described in subsections (e), (f), and (g) above is completed, the interior and exterior of the fence and arena areas should be at the same flat surface level.
- i. Low spots or locations of surface indentation shall be leveled using hand tools, such as shovels, aluminum landscape rakes, steel-bow rakes, etc.
- j. The Concessionaire shall make every effort to keep all areas in the Equestrian Center in a level condition.
- k. No pesticide use is permissible within the areas designated for dressage, exercise, dressage, and congregation of horses.
- l. The Concessionaire shall clean the horse water trough and remove all leaves, debris, and any other foreign matter. Cleaning solvents or cleansers are not permissible.

9.2 Weekly Operations

- a. The Concessionaire shall mechanically remove all weeds in all surface areas of dressage, exercise, groom and congregation of horses.
- b. The Concessionaire shall check and inspect all irrigation components to ensure proper coverage and operability.



EXHIBIT 8

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Deirdre Stephens
Proposer's Name

7000 Esperanza Dr., La Verne, Ca 91750
Business Address

26-2318411
Internal Revenue Service Employer Identification Number

GENERAL

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

PROPOSER'S CERTIFICATION

Check One

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

Name (please print or type) Deirdre Stephens

Title of Signer (please print or type) Operator / Sole Proprietor

Signature Deirdre Stephens Date September 29th, 2016





EXHIBIT 12

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Marshall Canyon Equestrian Center		
Company Address: 7000 Esperanza Dr		
City: La Verne	State: CA	Zip Code: 91750
Telephone Number: (909) 593-8739	Email address: dede@marshallcyn.com	
Solicitation/Contract For <u>Equestrian</u> Services: Bonelli Equestrian Center		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Deirdre Stephens	Title: Operator / Sole Proprietor
Signature: <i>Deirdre Stephens</i>	Date: September 29 th , 2016

Date: September 29th, 2016

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

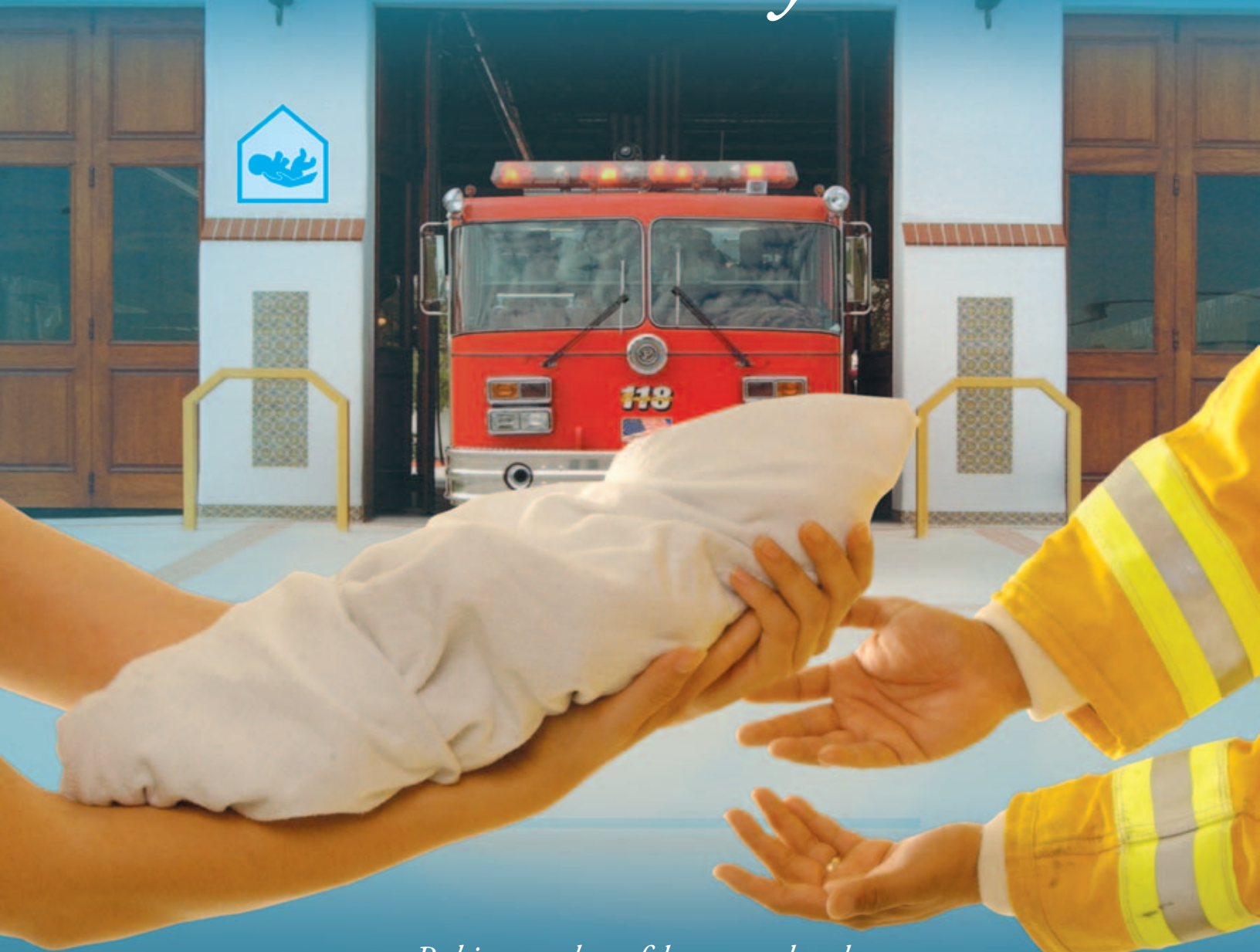
An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991

EXHIBIT F

Safely Surrender Baby Law

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

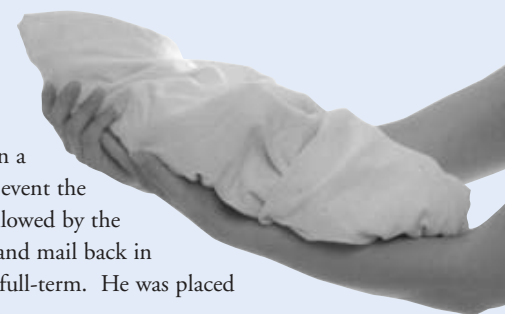
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





EXHIBIT 13

CERTIFICATION OF COMPLIANCE WITH ARTIFICIAL TRANS FAT REDUCTION PROGRAM

The Proposer certifies that:

- (1) It is familiar with the requirements for participation in the County's Artificial Trans Fat Reduction (ATFR) Program and will obtain the County's approval as a participant in the ATFR Program.
(2) Within five days of County's execution of the Contract, it will submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and thereafter diligently pursue approval as an ATFR participant.

Proposer name: Deirdre Stephens

BY: Deirdre Stephens 9-29-16
Signature and Date

Deirdre Stephens
Name

Operator / Sole Proprietor
Title

ORDINANCE NO. _____

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

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

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

17.04.035 Contract-operated facilities.

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

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

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]



EXHIBIT 14

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, Deirdre Stephens, as the Operator / Sole Proprietor
Name (please print or type) Title

of Marshall Canyon Equestrian Center providing services at
Name of company

Marshall Canyon Equestrian Center/ Bonelli Equestrian Center,
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

Deirdre Stephens
Signed

September 29th, 2016
Dated

Policy #:	Title:	Effective Date:
3.115	County of Los Angeles Vending Machine Nutrition Policy	8/8/2006

PURPOSE

Obesity rates are rising in the county among both children and adults. Obesity and poor nutrition are among the leading causes of chronic disease, including type 2 diabetes, heart disease, stroke, and cancer, and are major drivers of the escalating health care costs. The abundance of inexpensive low-nutrient, calorie-dense food and beverages in community and work environments are important contributors to unhealthy dietary practices. The purpose of the County of Los Angeles Vending Machine Nutrition Policy is to encourage healthier diets by increasing access to healthy food and beverages and reducing access to unhealthy food and beverage options for County employees and the public at County facilities.

REFERENCE

August 8, 2006, Board Order 25

February 17, 2009 - Board of Supervisors Statement of Proceedings:
<http://file.lacounty.gov/bos/supdocs/47636.pdf>

August 18, 2009 - Board of Supervisors Statement of Proceedings

POLICY

This policy would affect County-contracted vending machine suppliers by requiring them to change the products they offer to meet County of Los Angeles Vending Machine Nutrition Policy guidelines in all County facilities and offices, except where exempted by the Board of Supervisors. This policy as it exists now or may exist in the future will apply to all new vending machine agreements as well as any new amendments to existing vending contracts. It is anticipated that County employees who purchase items from vending machines will be positively impacted by the policy by having a broad range of healthier foods and beverages from which to choose. County of Los Angeles Vending Machine Nutrition Policy guidelines are listed below. A list of examples of foods and beverages that comply with these guidelines are available upon request from the Department of Public Health.

All snacks and beverages sold in County-contracted vending machines must adhere to the following nutrition guidelines:

Snacks in Vending Machines

An individually sold snack that has no more than:

- a) 35% of its calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale)
- b) 10% of its calories from saturated fat (excluding eggs and cheese packaged for individual sale)
- c) 35% sugar by weight (excluding fruits and vegetables)
- d) 250 calories per individual food item or package if a pre-packaged item
- e) 360 mg of sodium per individual food item or package if a pre-packaged item

Beverages in Vending Machines

- a) Drinking water (including carbonated water products)
- b) Fruit-based drinks that are at least 50 percent fruit juice without added sweeteners
- c) Vegetable-based drinks that are at least 50 percent vegetable juice without added sweeteners
- d) Milk products, including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy milk without added sweeteners
- e) Sugar sweetened or artificially sweetened beverages that do not exceed 25 calories per 8 ounces¹

Vending machines with beverages should include bottled water as an option. The price of the bottled water should be no higher than the prices of the other beverage options in the vending machine.

¹ Fresh coffee and tea dispensed from vending machines are exempted.

Los Angeles County
Department of Parks and Recreation

MONTHLY CONCESSION EVALUATION REPORT

Concession: Frank G. Bonelli Equestrian Center

Date of Inspection: _____

Inspector: _____

ADMINISTRATIVE RESPONSIBILITIES				
Specific Contract Reference	Service	Yes/No	Comment	Action Required
Consideration Section 7.1	The monthly minimum of \$1,500 or 10% of the total monthly gross receipts, whichever is greater. <i>*Late payment subject to 10% of rent due; returned checks subject to \$50 per check</i>			
Sales and Services Section 8.8	All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip. <i>*Failure to records sales and issue customers receipts subject to \$25 per occurrence</i>			
Profit and Loss Statements Section 8.9	Annual profit and loss statements to be submitted within 60 days of the close of the calendar year. <i>*Failure to submit a timely Annual Profit and Loss Statement will be subject to a \$10 per day until submitted</i>			
Annual Plan Section 9.0	An Annual Operating Business Plan (Annual Plan) must be submitted and approved by the Department no later than 120 days prior to the close of each Agreement Year. <i>*Failure to provide an Annual Plan subject to \$10 per day until plan is submitted</i>			

OPERATING RESPONSIBILITIES				
Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Advertising Materials, signs, and publicity Section 15.1 & 15.21	Concessionaire shall not post any additional signs upon the demised premises or improvements without Director's prior written approval <i>*Subject to a \$50 per unauthorized sign</i>			
Concessionaire Staff, Volunteers and Employment Practices Section 15.3	Concessionaire shall maintain adequate and proper staffing for operations at all times. Concessionaire shall designate an Operations Manager.			
Disorderly Persons Section 15.7	Concessionaire agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the Equestrian Center.			
Habitation Section 15.9	The Equestrian Center shall not be used for human habitation, however, Concessionaire may utilize the services of a night watchman or patrolman, upon the Director's written approval. Concessionaire must have prior written approval from the Director to keep any other types of animals other than horses. In addition, personal items, such as, but not limited to, tack sheds, refrigerators, electrical cords, vehicle storage other than horse trailers, are prohibited. <i>*Subject to a \$100 per day for violation of this Section</i>			
Maintenance Section 15.11	Concessionaire is responsible for maintaining the demised premises in good and substantial repair and condition. Concessionaire shall abide by the Best Management Practices (BMPs) and the General Maintenance Guidelines. <i>*Failure to clean stalls and paddocks on a daily basis subject to \$100 per occurrence.</i>			

OPERATING RESPONSIBILITIES (Continued)				
Specific Contract Reference	Service	Yes/No	Comment	Action Required
Rodent Control Section 15.11.3	All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation systems.			
Days and Hours of Operation Section 15.15	Seven days a week from 8 a.m. to sunset during daylight savings time and from 8 a.m. to 7 p.m. during non-daylight savings time. Closed December 25th.			
Prices Section 15.15.2	Concessionaire shall at all times maintain and post a complete list of schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof. <i>*Failure to maintain and post fees and charges subject to \$100 per day</i> <i>*Failure to obtain written approval prior to enacting price increases or new fees is a material breach of Agreement.</i>			
Sanitation Section 15.19	No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Equestrian Center. Concessionaire shall prevent the accumulation of trash and debris for a distance of 50 feet from the Equestrian Center. Concessionaire shall provide that all litter and refuse is collected as often as necessary, and in no case less than once a week. <i>*Failure subject to a \$100 per occurrence</i>			
Unaccompanied Minors Section 15.23	No persons under the age of 18 shall be permitted on the concession premises without adult supervision <i>*Subject to \$100 per minor, per occurrence</i>			
Routes and Trails Section 15.31	The rental horses shall keep to a designated route specified by the Park Superintendent. Horses shall be kept out of the developed areas.			

OPERATING RESPONSIBILITIES (Continued)				
Specific Contract Reference	Service	Yes/No	Comment	Action Required
Maximum Limit of Horses for Board & Assessment Section 15.32	Concessionaire may maintain a maximum of 125 boarded horses. This maximum shall include a minimum of 10 rental string horses and any temporary boarding. <i>*If maximum exceeds a charge of \$150 per day, per animal shall be assessed.</i>			
Rental String Requirements Section 15.33	Concessionaire shall provide a minimum of 10 horses for rent no later than 60 days after commencement of Agreement.			
Horse Trailer Storage Section 15.35	Horse trailers stored in the Equestrian Center, as specified in Exhibit A, are for the sole purpose of transporting horses. <i>*Unauthorized vehicles subject to a \$50 per day, per vehicle fee</i>			
Tack Sheds Section 15.36	Tack sheds on the Equestrian Center and any replacements are consistent with Exhibit N. <i>*Unauthorized tack sheds subject to a \$50 per day, per tack shed fee.</i>			
Emergency Plan Section 15.37	Emergency Plan shall be posted at a visible location at the Equestrian Center for all staff and patrons to access. <i>*Subject to \$25 per day not posted</i>			

INSURANCE

Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Insurance Section 16.26	<p>Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the following requirements:</p> <ul style="list-style-type: none"> • Commercial General Liability with general aggregate of \$5 million • Automobile Liability with limits of not less than \$1 million • Workers Compensation with limits of not less than \$1 million per accident • Sexual Misconduct Liability with limits not less than \$2 million • Property Coverage – Full replacement value <p>Current insurance coverage certificates and an Additional Insured Endorsement shall be provided to the County not less than 10 days prior to policy expiration date.</p> <p><i>*Failure to provide Certificates of Insurance to County 10 days prior to expiration date subject to \$25 per day after expiration of certificate and/or material breach of Agreement</i></p>	Yes	<p>Insurance Expiration Dates:</p> <ul style="list-style-type: none"> • General Liability – • Workers Compensation – • Sexual Misconduct - • Property Coverage – 	

SMOKING BAN ORDINANCE

Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Smoking Ban Ordinance Section 17.0	<p>Smoking shall be permitted by actors during permitted photography sessions and only within designated areas with prior approval from the Director.</p> <p><i>*Unauthorized smoking subject to a \$25 fee per occurrence</i></p>			

NARRATIVE

Photos of the Concession:

Best Management Practices (BMPs)

Challenges

The storm drain system, creeks and streams all help prevent flooding by carrying storm runoff from city streets and neighborhoods directly to the ocean. Storm and irrigation water runoff mixed with pollutants such as animal waste, sediment, and pesticides from equestrian and stable facilities can have a negative impact on the environment:

- Animal waste contributes to ocean pollution when it is improperly stored or left uncovered near small streams and storm drains. During rainfall or facilities cleaning and rinsing, it is washed into storm drains and flows untreated, directly into the ocean. Animal waste contains some nutrients—phosphorus and nitrogen—as well as bacteria. The nutrients fertilize the aquatic plants causing their proliferation which depletes oxygen in the water, killing sea life. The high bacteria levels in the water can cause gastrointestinal disorders and other medical problems for swimmers.
- Sediment is a common pollutant washed from pastures and livestock facilities. It creates multiple problems once it enters the ocean. It harms sea life by clogging the gills of fish, blocking light transmission and increasing ocean water temperatures.
- Pesticides used to control mosquitoes, flies and other pests can be washed off animals or their facilities and pollute the ocean with toxic substances.

Solutions

Make stormwater pollution prevention BMPs a part of standard operating procedures and the employee training program. Minimize exposure of rain and runoff to animal care and handling areas by using cover and containment. In and around all facilities and surrounding areas, use good housekeeping to minimize the generation of pollutants. Special areas of focus include:

Site Design

- Site barns, corrals, manure storage, and other high-use areas on higher ground when possible or on the portion of property that drains away from creeks and channels. Do not site facilities or pasture on land where the slope is 30% or more.
- Locate the following areas at least 50 feet away from creeks, intermittent streams, drains, domestic wells, septic tank or leach field sites:
 - Animal washing
 - Arenas and riding rings
 - Stalls, paddocks, and turnouts
 - Pasture and equestrian courses
 - Land application of manure and compost
- Locate bins and stockpiles at least 150 feet away from creeks, intermittent streams, drains, domestic wells, and septic tank or leach field sites.

- Separate barnyards, paddocks, and manure storage areas from waterways with vegetated buffers or pasture to act as a natural filter.
- Keep “clean water clean.” Use grassed ditches, berms, or subsurface drains and properly sized roof gutters and downspouts to divert clean runoff around barnyard manure and sediment.
- Divert contaminated runoff from manured areas away from waterways and to low-gradient vegetated buffers. Design diversion terraces which drain into areas with sufficient vegetation to filter the flow.
- Construct or repair trails, arenas, roads, parking areas, ditches, and culverts to drain water but not sediment.
- Use fencing to keep horses away from environmentally sensitive areas and protect stream banks. Keep fencing and gates in good repair at all times.
- Protect manure storage facilities from rainfall and surface runoff.
- Install gutters that will divert roof drainage runoff away from livestock areas

Grazing Management

- Provide animals with sources of water and shade other than streams and stream banks.
- Utilize fencing to keep horses away from environmentally sensitive areas and protect stream banks from contamination.
- Design stream crossings to minimize erosion.
- Prevent trampling of streamside vegetation.
- Focus on protecting the pasture’s soil and vegetative cover. Prevent bare areas from forming.
- Establish healthy and vigorous pastures with at least 3 inches of leafy material present.
- Subdivide grazing areas into three or more units of equal size, which can be grazed in rotation.
- Clip tall weeds and old grass to control weeds and stimulate grass growth.
- Rotate animals to clean pasture when grass is grazed down to 3-4 inches.
- Let pasture re-grow to 8-10 inches before allowing re-grazing.
- Manage grazing so that a cover of dry residual vegetation protects soil from the first rains.
- Keep animals away from wet fields when possible.
- Confine animals in properly fenced areas except for exercise and grazing time.
- During heavy rainfall, consider indoor feeding.
- Use manure and soiled bedding sparingly to fertilize pastures and croplands.
- Use turnout paddocks as “sacrifice areas” to preserve pastures.

Horse Waste Management

- Clean up manure and soiled bedding regularly, especially during wet weather.
- After cleanup, during the arid summer, water the areas where horses frequently deposit manure to promote decomposition.
- Store horse waste in sturdy, insect-resistant, and seepage-free units that have an impervious surface bottom and a cover to prevent leaching and runoff, such as:
 - Plastic garbage cans with lids
 - Fly-tight wooden or concrete storage sheds
 - Composters
 - Pits or trenches lined with an impermeable layer
- Do not dump horse waste on the edge or directly into stream channels.
- Give away composted material to local greenhouses, nurseries and botanical gardens.
- Transport manure to topsoil companies or composting centers.
- Fertilize pastures, cropland, and lawns with manure and soiled bedding. Do not apply fertilizer just before or during rainstorms.

Integrated Pest Management (IPM)

- The “chemicals only” approach to pest control is only a temporary fix. Use Integrated Pest Management (IPM) or less-toxic methods for insect and weed control. Consider physical controls such as:
 - Pheromone Traps
 - Tarps
 - Bug Zappers
 - Fly-Tight Storage Sheds
- Use chemical insecticides and herbicides as a last resort.
- Always properly store and dispose of chemical pesticides.
- Do not let horse wash water drain directly into waterways.

References

California Stormwater Quality Association, 2003, California Stormwater BMP Handbook, Industrial and Commercial, Animal Care and Handling Facilities

City of Los Angeles, 1996. Stormwater Best Management Practices (BMPs), Horse Owners & Equine Industry, Safe Environmental Habits and Procedures for: Boarding Stables, Equestrian Centers, Small Farms, Urban Horse Owners.

County of Los Angeles Department of Public Works, Equestrian and Stable Facilities Best Management Practices, Project Pollution Prevention

City of Rolling Hills Estates, 2010, Best Management Practices (BMPs), Equestrian Community, Stormwater Pollution Prevention

**County of Los Angeles
Department of Parks and Recreation
Monthly Statement**

EXHIBIT M

Deirdre Stephens
Concessionaire Name

For the Month of

2017
Year

Bonelli Equestrian Center
Facility and Location

Agreement Number

Signature

Date

Activity	No.	Price	Gross Receipts	Contract %	Rental Amount
Boarding (1/2 covered stalls)		\$ 300.00	\$ -	10%	\$ -
Boarding (full covered stalls)		\$ 350.00	\$ -	10%	\$ -
Boarding (barn stalls)		\$ 450.00	\$ -	10%	\$ -
Trail Rides (per rider)		\$ 40.00	\$ -	10%	\$ -
Trial Rides (Exclusive Valentine's Day, Couples)		\$ 250.00	\$ -	10%	\$ -
Lessons (adults and children)		\$ 45.00	\$ -	10%	\$ -
Group Lessons (adults and children)		\$ 40.00	\$ -	10%	\$ -
Seasonal Day Camps		\$ 350.00	\$ -	10%	\$ -
Youth Group - Horsemanship Badge Program		\$ 30.00	\$ -	10%	\$ -
Trailer Storage		\$ 30.00	\$ -	10%	\$ -
Other			\$ -	10%	\$ -
TOTAL			\$ -		\$ -

(A) Minimum Rent \$1500 (B) Rent Due \$ -
Greater of Minimum (A) or Percentage Rent (B)

Advanced Payment _____

Credits _____

Late Fees (20% of Rent Due) _____

Rent Payment \$ -
(Total rent Paid + Adjustments + Advance Payments)

Manure/Waste Management

Waste Disposal Source: _____

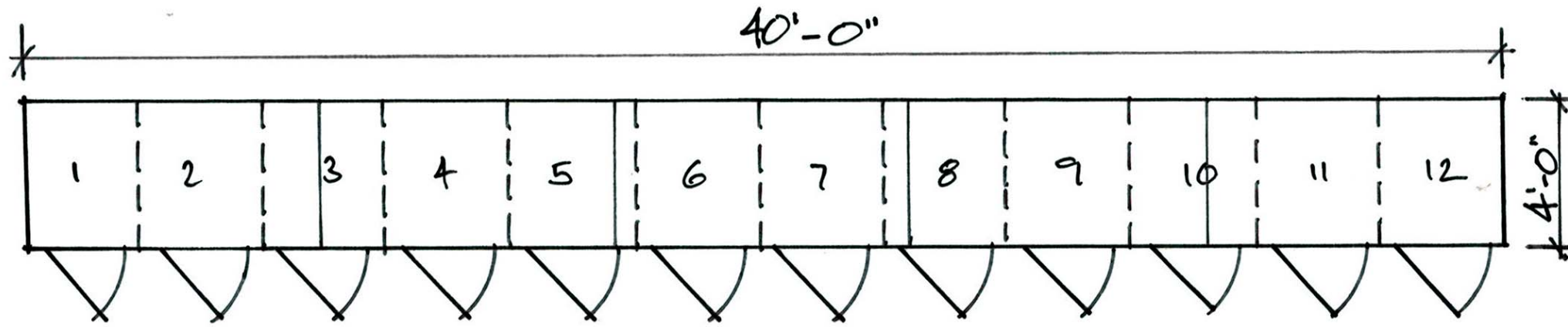
Dates Picked Up: _____

Submit original and duplicate copy with payment to:

Treasurer/Tax Collector
P.O. Box 54927
Los Angeles, CA 90054-0927

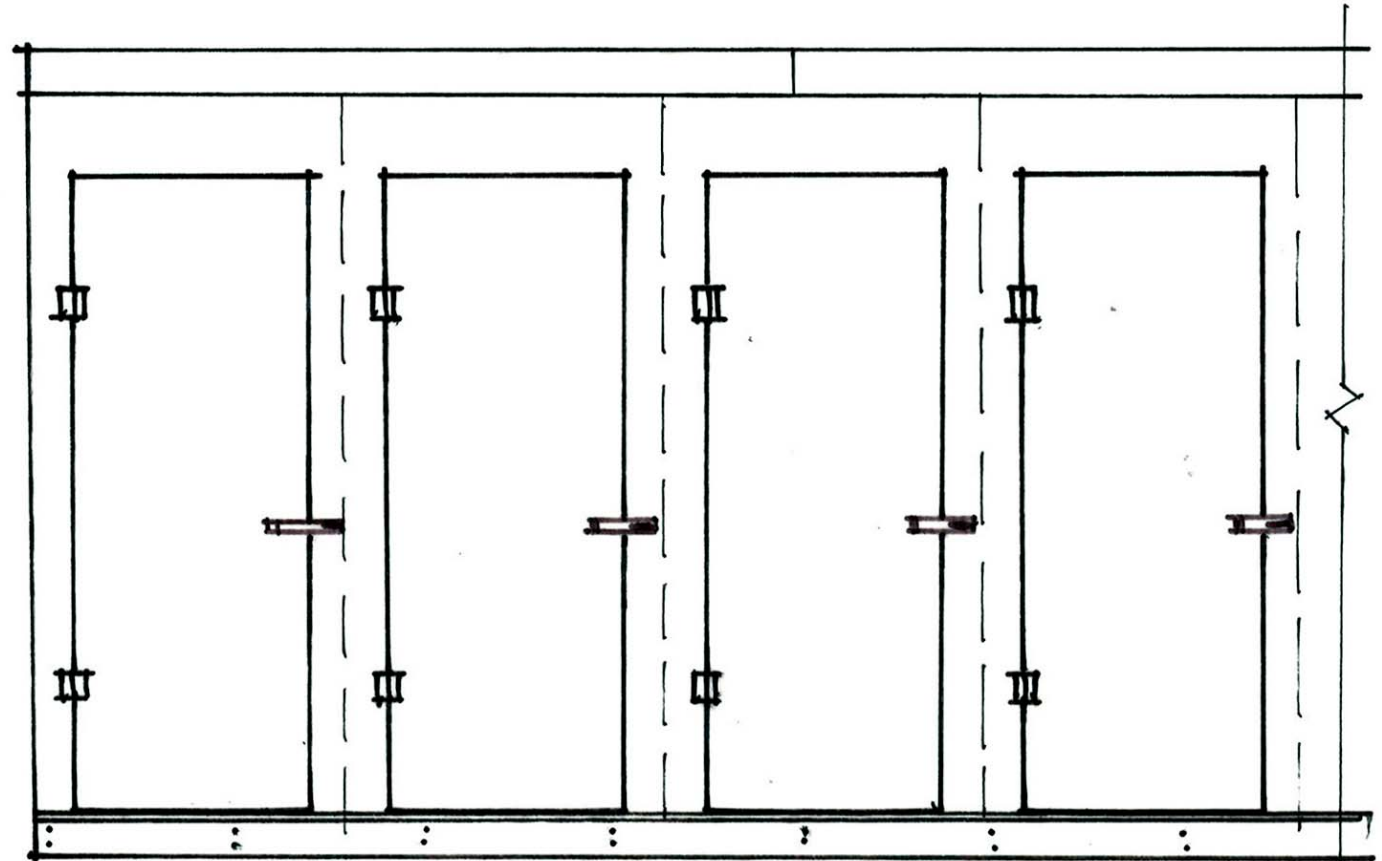
DEPARTMENT USE ONLY			
Misc. Receipt No.	Deposit Permit No.	Deposit Date	Total Amount Deposited
\$ -			
CIF Deposit (20% of Rent Payment)			Amount Due

EXHIBIT N

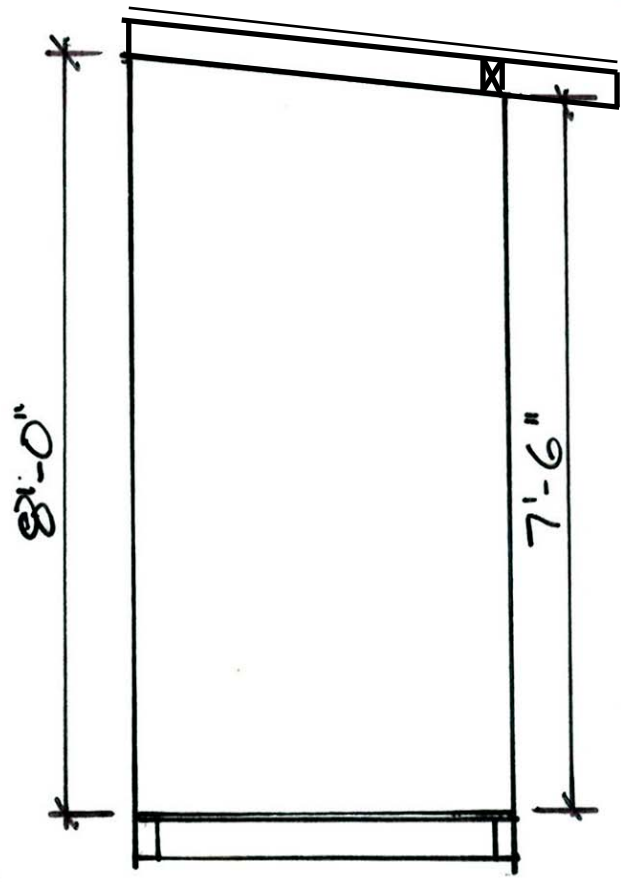


PLAN VIEW

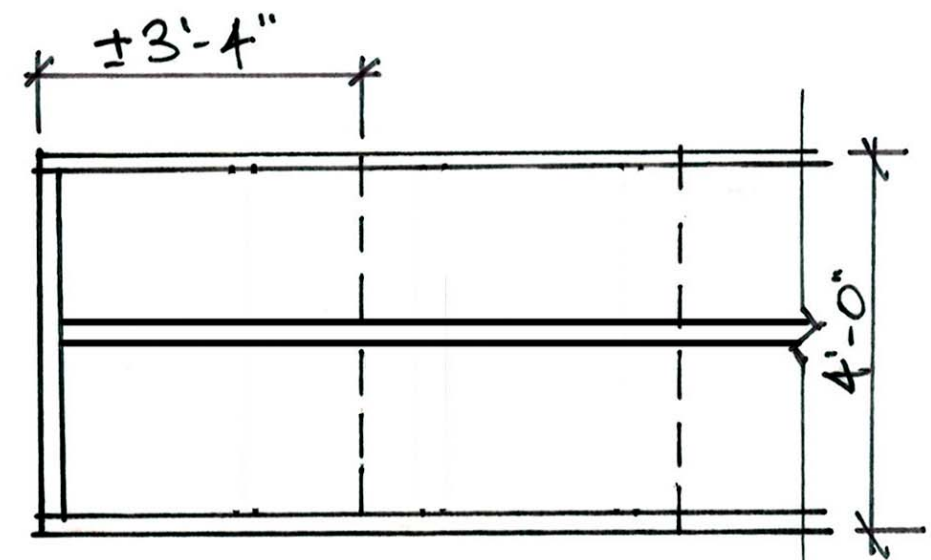
- 1 LOCKERS WILL BE APPROX. 3' WIDE, 4' DEEP. TOTAL OF 12 PER MODULE, 4 MODULES TOTAL
- 2 3/4" EXTERIOR GRADE PLYWOOD FOR WALL AND ROOF.
1/2" PLYWOOD FOR DEMISING WALLS
- 3 3/4" T&G OSB PLYWOOD SUB-FLOOR
- 4 2X4 P.T. SUB-FLOOR FRAME, ADD BLOCKING AS NEEDED
- 5 2X4 EXTERIOR FRAMING w/ DOUBLE TOP PLATE
- 6 2X4 INTERIOR FRAMING
- 7 2X4 DOOR FRAMING, NO HEADER
- 8 DOORS: EITHER 1" PLYWOOD OR PRE-HUNG HOLLOW CORE DOOR, 30 X 80
- 9 DOORS: SURFACE MOUNT HINGES SECURED W/ HEX BOLT
- 10 DOORS: PROVIDE HASP AND LOOP FOR PADLOCK
- 11 ROOF: CORRUGATED METAL OVER ASPHALT FELT, 12" OVERHANG
- 12 ROOF: FRAME USING 2X4 @ 24" O.C.



FRONT ELEVATION



SIDE ELEVATION



FLOOR FRAMING

TACK LOCKERS



EXHIBIT O

FRANK G. BONELLI EQUESTRIAN CENTER PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Payment Failure to timely pay the County a monthly consideration (Subsection 7.4.1)	Monthly payment	Payment shall be made to the Department on or before the fifteenth (15th) day of the calendar month	Information from Treasurer/Tax Collector	Ten percent (10%) of the rent due to the County per month
Payment Check that is returned due to non-sufficient funds (Subsection 7.4.1)	Accounting Records	Monthly consideration	Bank notifications	\$50 per check
Record Retention and Inspection/Audit Settlement Failure to retain financial records, employment and other records relating to the performance of the Agreement. (Section 8.4)	Audits	Concessionaire shall maintain accurate and complete financial records of its activities and operations relating to the Agreement and accurate and complete employment and other records relating to its performance of the Agreement.	Random Inspections	1) 10% to 20% of the total gross receipts for the period of time that the County determines the Concessionaire did not meet the requirements under this section and/or 2) termination of this Agreement, determined at the sole discretion of the County.
Sales/Services Failure to record sales and issue customer's receipts or sales slip (Subsection 8.8)	Random Monitoring	All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip.	Random Inspections	\$25 per occurrence
Profit and Loss Statement (Subsection 8.9)	Receipt of Profit and Loss Statement	Concessionaire shall furnish an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the County. The annual profit and loss statement shall be submitted to the Department within sixty (60) days of the close of the calendar year.	Receipt of Profit and Loss Statement	\$10 per day late
Annual Plan Failure to provide an annual operating business plan (Section 9.0)	Receipt of the Annual Plan	Concessionaire shall submit to the Director the Annual Plan for approval no later than 120 days prior to the close of each Operating Year.		\$10 per day until Annual Plan is submitted to the Director

EXHIBIT O

FRANK G. BONELLI EQUESTRIAN CENTER PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
<p>Developments and Improvements Failure to provide a Notice of a proposed improvement project to the Department (Subsection 11.1)</p>		<p>Notice of a proposed improvement project shall be provided to the Director in writing in accordance with Subparagraph 11.3, Plan Preparation, and 11.12, Capital Improvement Process, of the Agreement and shall have the prior written approval of the Director</p>	<p>Random Inspections</p>	<p>\$1,000 per occurrence per project and/or the demolition of improvement project</p>
<p>Advertising Materials, Signs and Publicity - Signs Posting of any additional signs upon the demised premises or improvements thereon without the Director's prior written consent. (Subsection 15.1 and 15.21)</p>	<p>Posting of unauthorized signs on the demised premises</p>	<p>With the exception of any signs currently located or used on the demised premises, and any maintenance or replacement thereof, Concessionaire shall not post any additional signs upon the demised premises or improvements thereon without the Director's prior written consent.</p>	<p>Random Inspections</p>	<p>\$50 per sign</p>
<p>Habitation (Subsection 15.9)</p>	<p>Human Habitation in the premises or any other types of animals other than horses within the equestrian center without prior written approval by the Director. In addition, personal items such, but not limited to tack sheds, refrigerators, electrical cords, etc. are prohibited.</p>	<p>The demised premises shall not be used for human habitation, however, Concessionaire at its sole discretion and expense, may utilize the services of a night watchman or patrolman, upon the Director's written approval.</p>	<p>Random Inspections</p>	<p>\$100 per day</p>
<p>Maintenance Failure to clean all stalls and paddocks on a daily basis (Subsection 15.11)</p>	<p>Random Inspections</p>	<p>Concessionaire shall clean all stalls and paddocks on a daily basis, removing all manure therefrom and replacing wet sawdust or straw. Manure shall be accumulated and removed from the demised premises according to Health Department regulations, but no less than once per week.</p>	<p>Random Inspections</p>	<p>\$100 per occurrence</p>

EXHIBIT O

FRANK G. BONELLI EQUESTRIAN CENTER PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Prices Failure to obtain written approval prior to enacting any price increases (Subsection 15.15)	Posting or charges of an unapproved price list	Concessionaire's proposed price list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Concession Premises shall be submitted for the Director's review prior to the commencement of advertising prices to the general public.	Random Inspections	Failure to obtain written approval prior to enacting any price increases shall constitute a material breach of this Agreement
Prices Failure to maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services (Subsection 15.15.2)	Posting of pricing list	Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the demised premises.	Random Inspections	\$100 per day
Boarder List (Subsection 15.15.5)	Receipt of Boarders List	Concessionaire shall submit a Boarder List at the commencement of the Agreement and at any other time within 48 hour notice from the Department	Receipt of Boarders List	\$25 per day not received
Horse Trailer List (Subsection 15.15.5)	Receipt of Horse Trailer List	Concessionaire shall submit a Horse Trailers List at the commencement of the Agreement and on an annual basis thereafter	Receipt of Horse Trailer List	\$25 per day not received
Sanitation Offensive matter, refuse, fire hazards, detrimental material to the public health on premises (Subsection 15.19)		No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the demised premises.	Random Inspections	\$100 per occurrence

EXHIBIT O

FRANK G. BONELLI EQUESTRIAN CENTER PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Unaccompanied minors (Subsection 15.23)	Random Inspections	Concessionaire shall ensure that any minor under the age of 18, be accompanied at all times by a responsible adult whenever on the Concession Premises. Concessionaire warrants that no persons under the age of 18 shall be permitted on the concession premises without adult supervision.	Random Inspections	\$100 per minor, per occurrence
Maximum Limit of Horses for Board and Assessment Maintenance of more than 180 boarded horses. (Subsection 15.32)	Number of animals on the premises	Concessionaire may maintain a maximum of 125 boarded horses. This maximum shall include a minimum of 10 rental string horses	Random Inspections	\$150 per day, per animal
Horse Trailer Storage Storage of unauthorized vehicles (Subsection 15.35)	Random Inspections	All trailers stored in the Equestrian Center must be for the sole purpose of transporting horses	Random Inspections	\$50 per day, per vehicle
Tack Sheds Storage of unauthorized tack sheds (Subsection 15.36)	Random Inspections	Concessionaire shall maintain and ensure that all tack sheds and any replacements are consistent with Exhibit N	Random Inspections	\$50 per day, per tack shed
Emergency Plan (Subsection 15.37)	Receipt of Emergency Plan	Concessionaire shall present an Emergency Plan prior to occupying the Equestrian Center. Emergency Plan shall be posted at a visible location at the Equestrian Center.	Receipt of Emergency Plan and Random Inspections	\$25 per day that it's late and each day not posted at the Equestrian Center
Events of Default The abandonment, vacation or discontinuance of operations on the demised premises for more than 2 consecutive days without approval thereof by the Director. (Subsection 16.11.1)		The Equestrian Center shall operate seven days a week, from 8:00 a.m. to sunset during daylight savings time (approximately March 1st through November 1st of each year), and from 8:00 a.m. to 7:00 p.m. during non-daylight savings time (approximately November 2nd through February 28/29th).	Random Inspections	Default

EXHIBIT O

FRANK G. BONELLI EQUESTRIAN CENTER PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Events of Default Failure of Concessionaire to punctually pay or make the payments required when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof. (Subsection 16.11.2)	Monthly Payments	Payment shall be made to the Department on or before the fifteenth (15th) day of the calendar month	Information from Treasurer/Tax Collector	Default
Events of Default Failure of Concessionaire to operate in the manner required by the Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition. (Subsection 16.11.3)		Concessionaire shall operate in a manner required by all terms and conditions of the Agreement	Random Inspections	Default
Events of Default Failure to maintain the demised premises and improvements in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition (Subsection 16.11.4)	Random Inspections	Concessionaire shall maintain the demised premises and improvements in a clean, sanitary, safe and satisfactory condition	Random Inspections	Default
Events of Default Failure to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction. (Subsection 16.11.5)	Random Inspections	Concessionaire shall keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Agreement	Random Inspections	Default
Evidence of Insurance Coverage and Notice to County Failure to provide Certificates of Insurance to County not less than 10 days prior to Concessionaire's policy expiration dates (Subsection 16.26)	Receipt of Certificates of Insurance at least 10 days prior to insurance expiration dates	Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 16.26 and 16.27 of the Agreement.	Tracking of Insurance Certificates	\$25 per day after expiration of Certificate of Insurance and/or may constitute a material breach of the Agreement

EXHIBIT O

FRANK G. BONELLI EQUESTRIAN CENTER PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
<p>Non-Discrimination and Affirmative Action Violation of the non-discrimination provisions of the Agreement (Subsection 16.28)</p>		<p>Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations</p>	<p>County representatives access to the Concessionaire's employment/volunteer records during regular business hours to verify compliance with the provisions</p>	<p>\$500 for each violation and/or may constitute a material breach of the Agreement upon which the County may terminate or suspend the Agreement</p>
<p>Subcontracting (Subsection 16.36)</p>		<p>Concessionaire may not subcontract the requirements of the Agreement without the advance written approval of the Director.</p>		<p>Material breach of the Agreement</p>
<p>Compliance with the County's Smoking Ban Ordinance (Section 17.0)</p>	<p>Random Inspections</p>	<p>Smoking prohibited, except permitted by actors who may be acting during a permitted production or by models during a permitted photography session. Smoking shall be permitted within designated areas with prior approval and at the discretion of the Director.</p>	<p>Random Inspections</p>	<p>\$25 per occurrence</p>

**BONELLI EQUESTRIAN CENTER
LIST OF PRICES**

ACTIVITY	PRICE
Boarding (1/2 covered stalls)	\$300
Boarding (full covered stalls)	\$350
Boarding (barn stalls)	\$450
Trail Rides (per rider)	\$40 per hr.
Trial Rides (Exclusive Valentine's Day, Couples)	\$250 for two hrs.
Lessons (adults and children)	\$45 hr.
Group Lessons (adults and children)	\$40 hr.
Seasonal Day Camps	\$350 per child
Youth Groups – Horsemanship Badge Program	\$30 per rider
Trailer Storage	\$30