



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

64 April 30, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

April 30, 2019

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

Dear Supervisors:

**APPROVAL OF A CONTRACT FOR THE
OPERATION AND MAINTENANCE OF THE
FRANK G. BONELLI RECREATIONAL VEHICLE PARK
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

Approval of the recommended actions will award a 20-year contract to Urban Park Concessionaires for the operation and maintenance of the Frank G. Bonelli Recreational Vehicle Park, located at the Frank G. Bonelli Regional Park, effective June 1, 2019. The recommended action will ensure that the recreational facility remains open and available to the public.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the attached contract is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the Contract.
2. Approve and authorize the Director of the Department of Parks and Recreation to execute a 20-year contract with Urban Park Concessionaires for the operation and maintenance of the Frank G. Bonelli Recreational Vehicle Park. The recommended Contract will result in a minimum annual revenue to the Department of \$300,000, for a total of \$6,000,000 over the 20-year term of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Frank G. Bonelli Recreational Vehicle Park (RV Park) serves the residents of Los Angeles

County and is located within the Frank G. Bonelli Regional Park (Bonelli Park), in the City of San Dimas. The RV Park was developed and has been maintained and operated by various operators within the private sector since 1978. The RV Park features over 500 large paved sites, including 15 pull-through sites, with full utility hookups and access to fully paved roadways, parking spaces, and grassy areas. Additionally, the RV Park also offers a recreational camping facility with three group tenting areas and 25 family tent camping sites. The RV Park's amenities include a laundry room, children's play area, swimming pools, general store, restroom facilities with showers, storage sites, picnic areas, dump station, sand volleyball area, basketball pads, horseshoe pits, fire pits, guard shack, meeting-hall with full kitchen, mail room, maintenance yard, and administrative offices.

Approval of the recommended action to award a 20-year contract (Contract) to Urban Park Concessionaries (Contractor) effective June 1, 2019, will allow the RV Park to remain open for continued and uninterrupted service to the public. The current Contract between the Department of Parks and Recreation (Department) and a private operator was effective from August 19, 1986, through December 31, 2018; the RV Park is currently operating on a month-to-month basis.

Implementation of Strategic Plan Goals

The proposed Contract will further the County's Strategic Plan Goals to Foster Vibrant and Resilient Communities by supporting the wellness of our Communities (Goal II), and to Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability (Goal III.3).

FISCAL IMPACT/FINANCING

Pursuant to the terms of the recommended Contract, the Contractor shall pay to the County a monthly rent amount equal to the greater of: 1) a minimum rent of \$25,000 per month for a total of \$6,000,000 over the recommended 20-year term or 2) 20% of the total monthly gross receipts for all categories, including but not limited to, camping fees, sale of food, beverages, and merchandise; vending machines, video games; laundry equipment; rental of storage space, sewage dump fees and all other fees charged to patrons for use of the premises. In addition to the monthly rent, the Contractor will pay a flat fee of \$500 per month for water cost for a total of \$120,000 over the recommended 20-year Contract. The Contractor will be responsible for payment of all other utilities servicing the RV Park. In the event that a separate water meter or sub-meter is installed to serve the RV Park, the Contractor shall assume the sole responsibility for the payment of the water usage.

In addition to the monthly rent payment, the Contractor will contribute to a Capital Improvement Fund (CIF) for the improvement of the RV Park by depositing \$1,050,000 at the commencement of the Contract and \$1,000,000 on the second year of the Contract, for a total of \$2,050,000. Additionally, commencing on the fifth year and throughout the term of the Contract, the Contractor shall deposit an additional 1% of the total monthly gross receipts to the CIF. The Department will establish a new account for the RV Park CIF as required by the Contract.

Operating Budget Impact

Under the current agreement, the Department receives approximately \$559,000 annually or 8.25% of total monthly gross receipts. Based on the terms of the recommended Contract, the Department's Operating Budget will realize an estimated rent revenue of \$1,059,000 annually based on 20% of the average gross receipts received by the current operator in previous years. The Department will also receive water cost reimbursement of \$6,000 annually. The Department's Operating Budget will be adjusted for the annual estimated rent revenues as part of the budget process for Fiscal Year 2019-

20.

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 Contract is consistent with said purposes.

The Contract contain terms and conditions supporting the Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; 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 Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; Oak Tree Ordinance, Chapter 22.56.2050; Fair Chance Employment Policy No. 5.250; Commitment to Zero Tolerance Human Trafficking, County Code 5.12.110; and the standard Board-directed clauses that provide for the Contract termination or renegotiation.

The Contractor has executed the Contract (Attachment) and will provide the required insurance policies prior to the start of the Contract, naming the County of Los Angeles as additional insured.

County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the recommended Contract is categorically exempt from the California Environmental Quality Act (CEQA). The Contract, which permits the Contractor for the operation and maintenance of the Bonelli RV Park for a 20-year term, is within a class 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 Contract consists of the operation and maintenance of existing public facilities.

In addition, based on the records of the Contract, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

On August 7, 2018, the Department released a Request for Proposals (RFP) for the operation and maintenance of the RV Park and posted the solicitation and contracting opportunity announcement on the County "Doing Business with Us" website, including a link to download the RFP package and bilingual instructions on how to contact the Department regarding this RFP. The Department disseminated electronic correspondence with the contracting opportunity information to more than 400 recreational vehicle park owners and operators across the nation.

On August 28, 2018, a Non-Mandatory Proposers Conference and Non-Mandatory Site Visit was held, and five companies attended.

On September 27, 2018, the Department received three Proposals. The proposals were reviewed by the Department's staff to ensure compliance with mandatory minimum requirements outlined in the RFP. Having met those requirements, the proposals received were evaluated by an evaluation committee. The evaluation committee consisted of three members selected by the Department.

The Evaluation Committee reviewed the responsive proposals for business experience, qualifications, staffing plan requirements, quality control plan, the ability to accomplish the required operation and maintenance of the RV Park, and proposed rent to County.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current public services.

CONCLUSION

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

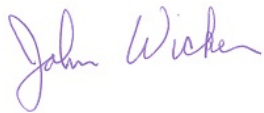
Should you have any questions, please contact, Brenda Tovar at (626) 588-5272 or btovar@parks.lacounty.gov, Sandra Salazar at (626) 588-5266 or ssalazar@parks.lacounty.gov, Nicole Biglarian at (626) 588-5367 or nbiglarian@parks.lacounty.gov or Dora Nuñez at (626) 588-5355 or dhnunez@parks.lacounty.gov.

The Honorable Board of Supervisors

4/30/2019

Page 5

Respectfully submitted,



JOHN WICKER

Director

RL:SS:BT:rc

Enclosures

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



**CONTRACT
BY AND BETWEEN**

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

URBAN PARK CONCESSIONAIRES

FOR

**THE OPERATION AND MAINTENANCE OF
FRANK G. BONELLI REGIONAL PARK
RECREATIONAL VEHICLE PARK**

CONTRACT PROVISIONS

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	3
3.0	USE GRANTED	7
3.11	DEPARTMENT USE OF RV PARK.....	10
4.0	TERM OF CONTRACT	11
5.0	DEMISED PREMISES (RV PARK).....	11
6.0	CHANGE NOTICES AND AMENDMENTS	12
7.0	CONSIDERATION	12
7.1	MONTHLY RENT	12
7.2	CAPITAL IMPROVEMENT CONTRIBUTION	13
7.3	NEW ACTIVITY PERCENTAGE	13
7.4	PAYMENT	13
7.5	ADVANCED RESERVATION PAYMENTS.....	14
8.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	14
9.0	ANNUAL PLAN	19
9.1	PREPARATION AND APPROVAL.....	19
10.0	DEVELOPMENTS AND IMPROVEMENTS.....	20
10.1	CAPITAL IMPROVEMENT PROCESS	20
10.2	APPROVALS	22
10.3	FUNDING.....	22
10.4	PLAN PREPARATION	23
10.5	ENVIRONMENTAL IMPACTS	24
10.6	CONSTRUCTION MANAGEMENT	24
10.7	COMPLETION OF IMPROVEMENTS	24
10.8	PLANS OF RECORD	24
10.9	PERFORMANCE SECURITY REQUIREMENTS	25
10.10	COMPLIANCE WITH ALL LAWS AND BUILDING CODES	26
11.0	SECURITY DEPOSIT	26
12.0	DESTRUCTION OF THE RV PARK AND/OR PARK.....	27
12.3	INUNDATION HAZARD	28
13.0	CONSTRUCTION BY COUNTY AFFECTING RV PARK AND/OR PARK	29
14.0	OPERATING RESPONSIBILITIES	30

CONTRACT PROVISIONS

TABLE OF CONTENTS

14.1	ADVERTISING MATERIALS, SIGNS AND PUBLICITY	30
14.2	COMPLIANCE WITH LAWS, RULES AND REGULATIONS	30
14.3	CONTRACTOR'S STAFF AND EMPLOYMENT PRACTICES	31
14.4	CREDIT IN PROMOTIONAL MATERIALS	33
14.5	DAYS AND HOURS OF OPERATION	33
14.6	DISORDERLY PERSONS	34
14.7	EASEMENTS	34
14.8	RENTAL CONTRACT	34
14.9	PARKING	35
14.10	HABITATION.....	36
14.11	ILLEGAL ACTIVITIES	36
14.12	MAINTENANCE	36
14.13	MERCHANDISE.....	37
14.14	NON-INTERFERENCE	38
14.15	PATRON/NON-PATRON COMPLAINTS.....	38
14.16	PRICES.....	40
14.16.1	Rental Rates	40
14.16.4	Transient Occupancy Tax.....	41
14.16.5	Renter List.....	41
14.16.6	Storage List.....	42
14.17	PROGRAMMED EVENTS	42
14.18	QUALITY OF GOODS AND SERVICES	42
14.19	SAFETY	43
14.20	SANITATION.....	44
14.21	SECURITY	44
14.22	SIGNS	45
14.22.1	Sign Requirement/Reasons for RV Removal	45
14.23	TRADE FIXTURES	45
14.24	INTENTIONALLY OMMITTED.....	46
14.25	PERFORMANCE REQUIREMENTS SUMMARY	46
14.26	EVALUATION REPORT	47
14.27	CONFIDENTIALITY	48
14.28	FILMING.....	49
14.29	PERMITS AND CERTIFICATES.....	49
14.30	UTILITIES	49
14.31	EMERGENCY PLAN.....	50
14.32	PETS.....	50

CONTRACT PROVISIONS

TABLE OF CONTENTS

14.33	ENTRY, HOOKUP, LANDSCAPING AND MAINTENANCE CHARGES	51
14.34	TREE MAINTENANCE	51
14.34.3	Oak Trees	51
14.35	DRIVEWAYS AND PAVED AREAS MAINTENANCE	52
14.36	STORAGE.....	52
15.0	TERMS AND CONDITIONS	52
15.1	CONTRACT ENFORCEMENT	52
15.2	CANCELLATION.....	53
15.3	COMPLIANCE WITH CIVIL RIGHTS LAW	54
15.4	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	54
15.5	CONTRACTOR'S NON-COMPLIANCE AND LIQUIDATED DAMAGES.....	54
15.6	FACSIMILE AND ELECTRONIC REPRESENTATIONS	55
15.7	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	55
15.8	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	56
15.9	CONFLICT OF INTEREST.....	56
15.10	COUNTY'S QUALITY ASSURANCE PLAN.....	57
15.11	EVENTS OF DEFAULT	58
15.12	INTENTIONALLY OMMITTED.....	59
15.13	TERMINATION FOR DEFAULT.....	59
15.14	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	62
15.15	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	62
15.16	TERMINATION FOR IMPROPER CONSIDERATION.....	63
15.17	TERMINATION FOR INSOLVENCY	63
15.18	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	64
15.19	TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE	64
15.20	SUSPENSION.....	65
15.21	FAIR LABOR STANDARDS.....	65
15.22	FORCE MAJEURE; TIME EXTENSIONS	66
15.23	GOVERNING LAW, JURISDICTION, AND VENUE	67
15.24	INDEPENDENT CONTRACTOR	67
15.25	INDEMNIFICATION	67

CONTRACT PROVISIONS

TABLE OF CONTENTS

15.26	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	68
15.26.1	Evidence of Coverage and Notice to County.....	68
15.26.2	Additional Insured Status and Scope of Coverage.....	70
15.26.3	Cancellation of/or Changes in Insurance.....	70
15.26.4	Failure to Maintain Insurance	71
15.26.5	Insurer Financial Ratings	71
15.26.6	Contractor's Insurance Shall Be Primary.....	71
15.26.7	Waivers of Subrogation	71
15.26.8	Subcontractor Insurance Coverage Requirements	71
15.26.9	Deductibles and Self-Insured Retentions (SIRs).....	72
15.26.10	Claims Made Coverage	72
15.26.11	Application of Excess Liability Coverage.....	72
15.26.12	Separation of Insureds.....	73
15.26.13	Alternative Risk Financing Programs	73
15.26.14	County Review and Approval of Insurance Requirements.....	73
15.27	INSURANCE COVERAGE REQUIREMENTS.....	73
15.27.1	Commercial General Liability Insurance.....	73
15.27.2	Automobile Liability Insurance.....	73
15.27.3	Workers Compensation and Employers' Liability	74
15.27.4	Property Coverage.....	74
15.27.5	Periods of New Construction	75
15.28	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	76
15.29	NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT	78
15.30	NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW ...	78
15.31	NOTICES	79
15.32	PUBLIC RECORDS ACT	80
15.33	RECYCLED BOND PAPER	80
15.34	RIGHT OF ENTRY	80
15.35	SEVERABILITY.....	81
15.36	SUBCONTRACTING	82
15.37	SURRENDER OF RV PARK.....	83
15.37.1	Transition Period.....	84
15.38	TAXES AND ASSESSMENTS	84
15.39	TRANSFERS	84
15.40	VALIDITY	86
15.41	WAIVER	86
15.42	WARRANTY AGAINST CONTINGENT FEES.....	87

CONTRACT PROVISIONS

TABLE OF CONTENTS

16.0	COMPLIANCE WITH THE COUNTY’S SMOKING BAN ORDINANCE	87
17.0	TUBERCULOSIS.....	87
18.0	VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM:	88
19.0	USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS	90
20.0	VENDING MACHINE NUTRITION POLICY	90
21.0	CONTRACT ALERT REPORTING DATABASE.....	91
22.0	GREEN INITIATIVES.....	91
23.0	TIME OFF FOR VOTING	91
24.0	NON-RESPONSIBILITY AND DEBARMENT	92
24.1	RESPONSIBLE CONTRACTOR	92
24.2	CHAPTER 2.202 OF THE COUNTY CODE	92
24.3	NON-RESPONSIBLE CONTRACTOR	92
24.4	CONTRACTOR HEARING BOARD.....	93
25.0	SUBCONTRACTORS OF CONTRACTOR	94
26.0	COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING.....	95
27.0	COMPLIANCE WITH THE COUNTY POLICY OF EQUITY.....	95
28.0	COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM.....	96
28.1	JURY SERVICE PROGRAM.....	96
28.2	WRITTEN EMPLOYEE JURY SERVICE POLICY	96
29.0	INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE	97
30.0	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES	99
31.0	CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS	99
32.0	AUTHORIZATION WARRANTY	99
33.0	ENTIRE CONTRACT.....	100
	SIGNATURES.....	101

CONTRACT PROVISIONS

TABLE OF CONTENTS

STANDARD EXHIBITS

EXHIBIT A	Demised Premises/RV Park Site Plan
EXHIBIT B	Contractor's Equal Employment Opportunity Certification
EXHIBIT C	Certification of Compliance with County's Defaulted Property Tax Reduction Program
EXHIBIT D	Department of Treasury Internal Revenue Service Notice 1015
EXHIBIT E	Safely Surrendered Baby Law
EXHIBIT F	Artificial Trans Fat Reduction Program
EXHIBIT G	Smoking Ban Ordinance
EXHIBIT H	Green Initiative Certification Form
EXHIBIT I	Vending Machine Nutrition Policy
EXHIBIT J	Evaluation Report
EXHIBIT K	Monthly Revenue Statement Sample
EXHIBIT L	Performance Requirements Summary
EXHIBIT M	List of Prices
EXHIBIT N	Attestation of Willingness to Consider GAIN/GROW Participants
EXHIBIT O	Contractor Employee Jury Service Program Certification Form and Application for Exception
EXHIBIT P	Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking
EXHIBIT Q	Integrated Pest Management (IPM) Program Compliance Certification
EXHIBIT R	Compliance with Fair Chance Employment Hiring Practices Certification
EXHIBIT S	Contractor Acknowledgement and Confidentiality Agreement

**CONTRACT BETWEEN COUNTY OF LOS ANGELES AND
URBAN PARK CONCESSIONAIRES
FOR THE MAINTENANCE AND OPERATION OF
FRANK G. BONELLI RECREATIONAL VEHICLE PARK**

This Contract, made and entered into this ____ day of _____2019, by and between the County of Los Angeles, hereinafter referred to as “County” and Urban Park Concessionaires, hereinafter referred to as “Contractor”.

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 Contract for the maintenance and operation of a Recreational Vehicle Park is consistent with said purpose; and

WHEREAS, Contractor is willing to exercise the grant of such a Contract 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, P, Q, R, and S, are attached hereto and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such

conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority:

- 1.1** EXHIBIT A Demised Premises/RV Park Site Plan
- 1.2** EXHIBIT B Contractor's Equal Employment Opportunity Certification
- 1.3** EXHIBIT C Certification of Compliance with County's Defaulted Property Tax Reduction Program
- 1.4** EXHIBIT D Department of Treasury Internal Revenue Service Notice 1015
- 1.5** EXHIBIT E Safely Surrendered Baby Law
- 1.6** EXHIBIT F Artificial Trans Fat Reduction Program
- 1.7** EXHIBIT G Smoking Ban Ordinance
- 1.8** EXHIBIT H Green Initiative Certification Form
- 1.9** EXHIBIT I Vending Machine Nutrition Policy
- 1.10** EXHIBIT J Evaluation Report
- 1.11** EXHIBIT K Monthly Revenue Statement Sample
- 1.12** EXHIBIT L Performance Requirements Summary
- 1.13** EXHIBIT M List of Prices
- 1.14** EXHIBIT N Attestation of Willingness to Consider GAIN/GROW Participants
- 1.15** EXHIBIT O Contractor Employee Jury Service Program Certification Form and Application for Exception
- 1.16** EXHIBIT P Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking
- 1.17** EXHIBIT Q Integrated Pest Management (IPM) Program Compliance Certification
- 1.18** EXHIBIT R Compliance with Fair Chance Employment Hiring Practices Certification
- 1.19** EXHIBIT S Contractor Acknowledgement and Confidentiality Agreement

This Contract constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract 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 **Annual Plan:** A written document providing background information about the organization, business goals, marketing strategy and financial background.
- 2.2 **Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.3 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles.
- 2.4 **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.
- 2.5 **Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.
- 2.6 **Contract:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.
- 2.7 **Contractor:** The sole proprietor, partnership, corporation, non-profit, or other person or entity that has entered into this Contract with the County having responsibility to manage and operate the RV Park.
- 2.8 **Contractor's Operations Manager:** The individual designated by the Contractor to administer the Contract after the Contract award.

- 2.9 Contract Year:** The 365-day period commencing on **June 1, 2019**, which date shall become the effective date of this Contract and each following 365-day period thereafter throughout the term of this Contract.
- 2.10 County:** The County of Los Angeles.
- 2.11 County Contract Compliance:** Staff with responsibility to oversee the compliance of the Contract and the Contractor's adherence to said Contract. Responsibility for inspections of any, and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.13 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 Contract.
- 2.14 Director:** The Director of the Los Angeles County Department of Parks and Recreation or an authorized representative thereof.
- 2.15 Gross Receipts:**
- a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Contract, 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 Contractor and/or all the assignees, subcontractors, lessees, permittees or contractor'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 RV Park, 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 Contractor and its subcontractors, assignees, lessees, permittees, or contractors thereof, must include the full usual charges for any services, goods, rentals or facilities provided by Contractor or its subcontractors, assignees, lessees, permittees, or contractor's thereof. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Contractor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Contractor 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 Contract.

2.16 Gross Sales Price: The total consideration resulting from the transfer of Contractor's interest in the RV Park, 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.

2.17 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 Contract. 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 Contractor’s equipment not permanently affixed to the property.

2.18 Maximum Tenancy Period: The Maximum Tenancy Period (MTP) is the maximum length of time patrons may rent or use the RV Park, beginning on the date of first arrival. The MTP shall be for maximum of twenty (20) nights in a sixty (60) day period, beginning on the date of first arrival. The MTP shall include a maximum of sixty (60) nights total in a calendar year. The MTP applies to new patrons and all RV/Camper(s)/Trailer(s) not in place as of the effective date of this Contract. The MTP does not apply to patrons who have established a month-to-month permit-based tenancy prior to the effective date of this Contract and have been identified through the List of Monthly Occupants, provided to Contractor at execution of this Contract.

2.19 Park: Frank G. Bonelli Regional Park where the RV Park is located.

2.20 Park Superintendent: County staff, located on site at the Park where the Bonelli RV Park is located, responsible for the general operation and maintenance of the park.

2.21 Recreational Vehicle (RV): “Recreational Vehicle” means both of the following:

- a) A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, that meets all of the following criteria:
 - 1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.
 - 2. It contains 400 square feet or less of gross area measured at maximum horizontal projections.
 - 3. It is built on single chassis.
 - 4. It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

- b) A park trailer, as defined in the State of California Health and Safety Code Section 18009.3.
- 2.22 Rent:** Money or other consideration given for the right of use, possession, and occupation of property.
- 2.23 Rental Contract:** is a contract or permit between the Contractor and the RV owner, or the person who lawfully occupies an RV within the RV Park, establishing the terms and conditions of the RV Park Tenancy.
- 2.24 RV Park:** Frank G. Bonelli Recreational Vehicle Park. The demised premises as shown in Exhibit A.
- 2.25 State:** The State of California.
- 2.26 Structure:** Anything constructed or erected with a fixed location on the ground. Among other things, structures include buildings, mobile homes (manufactured homes), walls, fences, billboards, and poster panels.
- 2.27 Trade Fixture:** Those removable items brought onto the RV Park by the Contractor for the operation of the RV Park, not affixed to the property, and removable by the Contractor at the expiration of the Contract. They are distinguished from improvements to real property which must be left intact when the Contractor vacates the premises.
- 2.28 Use Granted:** The privilege of engaging in the commercial activities authorized herein on the public property designated therefor.
- 2.29 Patron: A person who pursuant to a Rental Contract, 1) has the privileges and obligations derived from rental of a camp space in the RV Park in either a short term or Long Term occupancy or 2) lawfully occupies an RV within the RV Park.

3.0 USE GRANTED

- 3.1 Contractor is hereby authorized and required to operate and maintain the RV Park as described in Section 14.0, Operating Responsibilities.
- 3.2 The operation and maintenance of the RV Park by the Contractor must include the following:

1. Maintenance of the RV Park grounds, including but not limited to, repair and/or replacement of all improvements and equipment, replacement of broken window glass, replacement of interior/exterior lighting and lighting fixtures, repairmen/replacement of flooring, doors, windows, air conditioning and heating systems, painting, paving of roads and walkways, landscaping, maintenance of irrigation systems, sewage, trash collection, electrical and water systems, maintenance of pool facilities, tree trimming, maintenance of all recreational amenities (i.e. horseshoe pits, basketball pads, sand volleyball, fire pits, etc.);
2. Manage and collect fees for rental of RV spaces;
3. Manage and collect fees for camp sites, tenting, and group camping;
4. Maintenance of RV utility hookups, including water, electricity, sewer;
5. Reservation and collection of fees for the use of the meeting hall;
6. Tree and landscape maintenance of the RV Park;
7. Paving and resurfacing of walkways, roadways, parking spaces, and pull thru sites;
8. Full maintenance of laundry room;
9. Operation and Maintenance of the general store, including, but not limited to, the sale of food and beverages, magazines and newspapers, souvenirs, RV related merchandise, etc.;
10. Operation and maintenance of storage sites;
11. Provide pool service by staff and/or a company certified as a Swimming Pool Service Technician by the Department of Public Health and in compliance with all requirements relating to pool maintenance, operation, and safety to bathers;
12. Servicing of dump station;
13. Providing security surveillance systems, which shall include both security guards and security cameras;
14. Provide recreational activities, programs and events for RV Park users;
and
15. Provide Capital Improvement Projects.

- 3.3 Contractor is hereby authorized to conduct the following activities, including, but not limited to:
1. Reservation and rental of storage sites;
 2. Rent and/or sell propane gas; and
 3. Rent and repair RV equipment.
- 3.4 The services provided by Contractor shall be exclusive within the confines of the RV Park as shown in Exhibit A.
- 3.5 The Contractor 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 RV Park.
- 3.6 The Contractor is responsible for complying with all food, health, and safety laws and adhering to the County's Public Health Department's requirements for obtaining the required permit(s) and/or license(s) for the sale of food and beverages.
- 3.7 Contractor acknowledges and agrees that as of the commencement of the Term of this Contract:
- 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 Park; 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 RV Park, and that a waiver of the provider's right-of-first-refusal is required in order to permit the Contractor to sell non-alcoholic beverages from vending machines at the RV Park; and
 - c) subsequent to the commencement of Term of this Contract hereto, and only upon Contractor's written request, the Director shall request the provider's waiver on behalf of the Contractor, and immediately thereafter advise the Contractor of the outcome of said request.

- 3.8 Contractor acknowledges personal inspection of the RV Park and surrounding areas and evaluation of the extent to which the physical condition thereof will affect the intended use. Contractor accepts the RV Park in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.
- 3.9 Contractor understands and agrees that this Contract is by license; and confers only permission to occupy and use the RV Park described for the prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Contractor 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 RV Park 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 RV Park for the use granted herein.
- 3.10 Contractor is hereby authorized to acquire and install, at its sole cost and expense, six (6) vintage travel trailers and six (6) hard-sided "Park Model RV Cabins" in a designated location(s) to provide for a lodging alternative in line with the RV Park theme. Location(s) shall be approved in writing by the Director prior to installation. Upon expiration of this Contract, Contractor may remove all trailers and cabins, at its sole cost and expense, and restore the property to its original state. The installation of any additional trailers or cabins must have the prior written approval by the Director.

3.11 DEPARTMENT USE OF RV PARK

Notwithstanding Paragraph [14.5, Days and Hours of Operation](#), of this Contract, the Department reserves the right to schedule the use of the meeting/event hall in the Administrative Building at the RV Park for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with Contractor. County shall be responsible for repairing any damage, except for normal wear and tear, to the RV Park while conducting said activities.

4.0 TERM OF CONTRACT

The term of this Contract shall be for a period of 20 years, commencing on June 1, 2019, following Board of Supervisors' approval, unless terminated sooner or extended, in whole or in part, as provided for in this Contract.

5.0 DEMISED PREMISES (RV PARK)

- 5.1 The use granted shall be conducted within the RV Park, as shown on the attached Exhibit A, attached hereinafter and incorporated herein by reference.
- 5.2 The RV Park 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 RV Park shall become the property of the County; and shall be subject to **prior written approval** by the Director; securing of applicable permits by Contractor; and compliance with such terms and conditions as may be imposed by the Director. All construction shall be at the Contractor's sole expense.
- 5.4 Contractor hereby acknowledges the title of the County, and/or any other public agencies having jurisdiction thereover, in and to the RV Park 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 Contractor upon the RV Park 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 Contractor hereinabove, upon termination of the Contract, whether by expiration of the term, cancellation, forfeiture or otherwise. The Director, in his sole discretion, may require the Contractor remove at Contractor's sole expense said structures, buildings, improvements, alterations, additions, or betterment's, upon written notice

sixty (60) days prior to the date of termination of this Contract. Should Contractor fail to remove said structures, buildings and improvements, same may be sold, removed or demolished by the County, Contractor 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 Contract. 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 Contract shall be prepared and executed by the Director and the Contractor.

- 6.1 Notwithstanding the above, this Contract may be amended only by further written Contract between the parties. Any such amendment shall not be effective unless and until executed by Contractor and in the case of County, until approved by the Board.
- 6.2 The Director, or his/her designee, at his/her sole discretion, may authorize non-material changes to this Contract pursuant to a Change Order.

7.0 CONSIDERATION

7.1 MONTHLY RENT

7.1.1 In consideration for the use granted herein, Contractor shall pay the County a monthly amount equal to the greater of 1) Twenty-Five Thousand Dollars (\$25,000); or 2) the sum of twenty percent (20%) of the total monthly gross receipts received from all revenue generated at the RV Park.

7.1.2 The Contractor shall pay to the County a water utility flat rate of \$500 per month in addition to the monthly minimum rent. In the event that a separate water meter or sub-meter is installed at the RV Park, Contractor shall, within thirty (30) days of written notice by the County, change the water meter to its name and shall assume the

sole responsibility for the payment of the water usage for the RV Park.

7.2 CAPITAL IMPROVEMENT CONTRIBUTION

7.2.1 The Contractor shall deposit into the Capital Improvement Fund (CIF) the amount of One Million, Fifty Thousand Dollars (\$1,050,000), within ten (10) days of the commencement of the Contract.

7.2.2 The Contractor shall deposit an additional One Million Dollars (\$1,000,000), into the CIF no later than the first day of the second (2nd) year of the Contract.

7.2.3 Commencing on the fifth (5th) year of the Contract and throughout the term of the Contract, in addition to the rent, the Contractor shall pay an additional one percent (1%) of the total monthly gross receipts toward the CIF.

7.3 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 twenty percent (20%) of the actual proceeds. The actual amount shall be set by the Director and shall be in accordance with the revenues generated.

7.4 PAYMENT

Rent payment shall be made by the Contractor to the Department on or before the fifteenth (15th) day of the calendar month, following each month of the term of this Contract. Payment shall be equal to the greater of 1) Twenty-Five Thousand Dollars (\$25,000) or 2) the sum of twenty percent (20%) of the monthly gross receipts. Commencing on the fifth (5th) year of the Contract and through the term of the Contract, in addition to the rent, payment shall include an additional one percent (1%) toward the CIF. 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, Contractor 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 Contract and requested by the Contractor within thirty (30) days of when the rent was initially due. At no time during the term of this Contract shall the County be obligated to notify the Contractor of the accumulation of late payment charges.

7.5 ADVANCED RESERVATION PAYMENTS

Contractor shall honor all reservations made by the previous operator. Contractor shall receive a lump sum from the previous operator for deposit payments collected for reservations made prior to the commencement of the agreement. Contractor shall pay consideration to County for the lump sum received as described in Section 7.1 above. In case of cancellations, Contractor shall refund such deposits to the patron.

8.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor 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 Contract. 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 Contractor and shall be made available to the County during the term of this Contract 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 Contractor 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 Contractor 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 Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. 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 Contractor to comply with any of the provisions of this Subparagraph 8.1 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.2 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, 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 Contractor, then the difference shall be either: a) repaid by the Contractor 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 Contractor from the

County, whether under this Contract 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 Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.3 In addition to the above, the Contractor agrees, should the County or its authorized representative determine, in the County sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with this Contract, that the Contractor 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 Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts.

8.4 If the County notifies the Contractor that the Contractor did/does not, to the reasonable satisfaction of the County 1) adequately maintain the documents required under Section 8.0 of this Contract, 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 Contractor reported and paid the correct amount due to the County under this Contract, then the County will assess penalties specified in this section upon the Contractor.

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 Contractor to meet the requirements of this section of this Contract, 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 Contractor did not meet the requirements under this section of this Contract, and/or 2) termination of this Contract, 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 Contractor's gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Contractor, the CPA is unable to issue a qualified opinion as to gross receipts for the Contractor, 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor shall at all times during this Contract period and for five (5) years after the termination/expiration of this Contract, 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 Contract. 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 RV Park separate and apart from those in connection with Contractor's other business operations, if any.

- 8.8 All sales and/or services shall be recorded by cash registers, computers, and/or any other electronic device (i.e. tablets, iPads, etc.) 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 Contractor shall furnish the Director with a monthly gross receipts report showing Contractor's monthly gross receipts and the amount payable there from to the County (Exhibit K). 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 Contract. In addition thereto, Contractor 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 Contractor 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 Contractor in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separately accounted for within the Contractor's accounting system. At no time will the system be used for recording Contractor'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. County understands that the Contractor files a consolidated corporate return for State and Federal income taxes;
- 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 Contractor shall submit an annual operating business plan (Annual Plan) for review and approval to the Department prior to the execution of this Contract. Thereafter, the Contractor shall submit to the Director the Annual Plan for approval no later than 120 days prior to the start of each calendar year. The Annual Plan must be submitted in writing and 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 Contractor and shall work with the Contractor to develop an Annual Plan. In the event that the Director does not approve the Annual Plan, the Contractor shall continue to operate and manage the RV Park using the Annual Plan from the previous Operating Year.

10.0 DEVELOPMENTS AND IMPROVEMENTS

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

10.1 CAPITAL IMPROVEMENT PROCESS

- 10.1.1 Contractor shall prepare and submit for the review and approval by the Director, a list 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.
- 10.1.2 Prior to commencement of construction, Contractor 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 RV Park. No modification of said plans, specifications, or improvements, including landscaping, shall be made by Contractor without approval thereof by the Director. Contractor 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.
- 10.1.3 The parties agree that any delay in the construction due to fire, earthquake, war, labor dispute or other events beyond the control of Contractor shall extend the time in which said construction must be completed by the length of time of such delay.

- 10.1.4 Contractor shall construct, perform, complete and maintain all construction and installations covered by this Contract 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 review by and consultation with County's Risk Manager, Contractor shall provide such insurance coverage as Director may reasonably deem necessary for the contemplated CIP project.
- 10.1.5 The Contractor agrees to commence work within a reasonable timeframe but not to exceed thirty (30) days from written approval by the Director. 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 Contractor which cause a delay to the construction start schedule.
- 10.1.6 It is understood that the construction and/or improvements required herein may, at the discretion of Contractor be constructed in phases, each phase being separated from the other by a period of time to be mutually agreed upon by Contractor and the Director. In the event the required construction be phased, as herein provided, and subject to the provisions of paragraph 10.1, 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.
- 10.1.7 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 Contractor 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 Contractor in the amount of the remaining balance of the actual construction cost.

10.2 APPROVALS

Any proposed development and/or improvement undertaken by the Contractor, 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, Contractor must also have the approval of the County of Los Angeles Department of Regional Planning to ensure Contractor'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 Contractor as required by the County of Los Angeles Department of Regional Planning for any business license, permit, or General Plan consistency review.

10.3 FUNDING

All funds for the costs of any development, improvement, inclusive of costs of performance and payment bonds and the costs of any permits (including architectural, engineering, planning, environmental clearances), shall be solely the responsibility of the Contractor. However, with prior written approval from the Director, Contractor may use the CIF to offset costs of Capital Improvement(s), pursuant to Section 10.1.7, above. Thirty percent (30%) of all CIF shall be earmarked by the Department to be used for CIPs at the RV Park at the sole discretion of the Director. The County

acknowledges it's priority for use of the County discretionary CIF is for ADA related improvements. Seventy percent (70%) of the total CIF may be used by Contractor for CIPs with prior written approval by Director, as described in Section 10.1 above.

10.4 PLAN PREPARATION

10.4.1 The Contractor 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 Contractor 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.

10.4.2 For projects requiring the issuance of a permit, Contractor 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, Contractor 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 Contractor to make changes to the plans, Contractor 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. Contractor 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.

10.5 ENVIRONMENTAL IMPACTS

The Contractor 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 Contractor shall, however, maintain full responsibility for implementing all CEQA, EIR and related requirements.

10.6 CONSTRUCTION MANAGEMENT

The Contractor 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 Contractor and be available for review by Department staff.

10.7 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 Contractor must provide the County evidence of completion (e.g. applicable copies of permit(s), final site inspection clearance(s), etc.).

10.8 PLANS OF RECORD

Upon completion of the improvements, Contractor 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. Contractor 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 Contract upon termination of this Contract by expiration of term or cancellation.

10.9 PERFORMANCE SECURITY REQUIREMENTS

10.9.1 Prior to the beginning of construction, Contractor shall require its contractor to file surety bonds with the Contractor and the County 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/).

10.9.2 Each bond shall be signed by the Contractor (as Principal) and Surety.

10.9.3 The Contractor 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 Contractor, subcontractors, mechanics, and laborers employed by the Contractor 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 Contract.

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 Contractor 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 Contractor of all work

under this Contract, 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 Contractor 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 Contractor'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 Contractor in full force and effect during the performance of the Contract and for a period of one year after acceptance of the work by the County.

- 10.9.4 Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the County, said Contractor 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.

10.10 COMPLIANCE WITH ALL LAWS AND BUILDING CODES

The Contractor 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.

11.0 SECURITY DEPOSIT

- 11.1 Prior to the commencement of this Contract, Contractor shall pay to the Director the sum of Fifty Thousand Dollars (**\$50,000**) as a security deposit, in the form of a cashier's check made payable to the County of Los Angeles Department of Parks and Recreation or shall purchase and maintain a

performance bond in the amount of no less than (\$50,000), in favor of and acceptable to the County during the term of this Contract.

- 11.2** Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Contractor, 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 Contractor 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 Contract.
- 11.3** In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, the Contractor, upon written notice by Director, shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.
- 11.4** Said Deposit shall be returned to Contractor upon termination of this Contract less any amounts that may be withheld therefrom by County as heretofore provided.

12.0 DESTRUCTION OF THE RV PARK AND/OR PARK

- 12.1** In the event the RV Park shall be totally or partially destroyed, Contractor shall either restore the RV Park or the County, in its sole discretion, may terminate this Contract. 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.
- 12.2** Contractor agrees to accept the remedy heretofore provided in the event of a destruction of the RV Park 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.

12.3 INUNDATION HAZARD

12.3.1 Contractor understands and accepts the responsibility and/or liability that certain campsites on the land lying below the 970.8-foot level may be subject to inundation. Contractor shall advise all users of these campsites that they will be subject to special procedures designed for evacuation should said inundation occur. The procedures are as follows:

- a) County shall notify Contractor that flooding of campsites to the 970.8-foot level is likely;
- b) Contractor shall immediately contact any camp patrons who are situated in these affected sites and shall order them to remove themselves, their vehicles and/or trailers and any other personal belonging to a level above 970.8 feet. In addition, Contractor shall take necessary action to insure removal of all vehicles, trailers, and personal belongings to a level above 970.8 feet;
- c) Contractor shall during this time be available to help assist and direct the evacuation of the low area and place those affected patrons in higher-level locations as are suitable and available;
- d) Contractor shall conduct an inspection of the area noting that all patrons and their belongings are moved and that all utility and sewer connections are capped and when satisfied that the area is secured and safe shall notify the Park Superintendent.

12.3.2 In the event of a total or partial inundation of the leasehold conveyed herein by flood waters, the payments to be made by Contractor shall be abated and/or other relief afforded to the extent that the Director may determine the damage interferes with the operation of the RV Park, provided a claim therefor is filed with the Director within one-hundred (100) days of the day the damage occurs. Contractor

agrees to accept the remedy heretofore provided in the event of a destruction of the leasehold, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereinafter be made available under State and/or Federal laws, statutes and constitutions.

13.0 CONSTRUCTION BY COUNTY AFFECTING RV PARK AND/OR PARK

- 13.1** In the event County, in its sole discretion, provides construction in or around the RV Park, this Contract shall continue in full force and effect, except that the payments to be made by Contractor 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 Contractor files a claim with the County for rent and abatement relief within thirty (30) days of commencement of construction.
- 13.2** Contractor agrees to cooperate with County in the event that the construction affects the RV Park 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). Contractor further agrees to cooperate in the determination of the abatement and/or other relief, if any, 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** Following completion of the construction, Contractor shall resume its operations therefrom within thirty (30) days of written notice from the Director that the RV Park is tenantable.
- 13.4** 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 Contractor's operations.

- 13.5** Contractor agrees to accept the remedy heretofore provided in the event of construction upon the RV Park 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.

14.0 OPERATING RESPONSIBILITIES

14.1 ADVERTISING MATERIALS, SIGNS AND PUBLICITY

With the exception of any signs currently located or used on the RV Park, and any maintenance or replacement thereof, Contractor shall not post any additional signs upon the RV Park or improvements thereon without the Director's prior written consent. Contractor may place temporary directional signs, as approved by Director, around the RV Park to help direct visitors to the RV Park during days and 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. Contractor 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 Contractor may post upcoming events and information regarding the RV Park 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 RV Park rules and regulations shall be posted throughout the RV Park.

14.2 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Contractor 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, Contractor 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.

14.3 CONTRACTOR'S STAFF AND EMPLOYMENT PRACTICES

14.3.1 Contractor shall maintain adequate and proper staffing for the RV Park operations at all times. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public. Contractor 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 Contract and authorized to act in the day-to-day operation thereof.

14.3.2 At any time prior to or during the term of this Contract, the County may require that all of the Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. 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

Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 14.3.3 With notice provided in writing, the Director may request that Contractor's staff who do not pass the background investigation(s) to the satisfaction of the County, be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County background clearance.
- 14.3.4 Director may immediately deny or terminate facility access to Contractor'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.
- 14.3.5 Contractor 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). Contractor 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. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor 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 Contractor 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 Contract.

14.4 CREDIT IN PROMOTIONAL MATERIALS

Contractor agrees that any advertising or promotional materials promulgated by Contractor, 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. Contractor shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior written approval thereof is obtained from Director.

14.5 DAYS AND HOURS OF OPERATION

14.5.1 The RV Park Office shall operate 7 days a week, from 8:00 a.m. to sunset during daylight savings time and 8:00 a.m. to 7:00 p.m. during non-daylight savings time. The RV Park Office may have reduced hours of operation for Christmas Day (December 25th), Thanksgiving Day, and New Year's Day from 12:00 noon to 5:00 p.m. The Contractor shall ensure that the RV Park has adequate staff available on-site for the operation of the RV Park 24-hours a day to assist patrons using the RV Park. Contractor 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.

14.5.2 At no time shall the Contractor or any member of the public be allowed to be alone in the Park and/or alone on park trails after hours of operation. After-hour access to the Park, and/or trails, for special events are limited to the prior written approval of the Park Superintendent. Contractor 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.

14.6 DISORDERLY PERSONS

Contractor agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the RV Park.

14.7 EASEMENTS

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

14.8 RENTAL CONTRACT

The Rental Contract shall be in writing and shall contain, in addition to the provisions otherwise required by law to be included, all of the following:

14.8.1 The RV rental space number, facility, camp ground number/name, tent space number, etc.; the term of the tenancy and the rent therefor. The Maximum Tenancy Period (MTP) shall be for maximum of twenty (20) nights in a sixty (60) day period, beginning on the date of first arrival. The MTP shall include a maximum of sixty (60) nights total in a calendar year. The MTP applies to both all new patrons and all RV/Camper Trailers not in place as of the effective date of this Contract. The MTP does not apply to patrons who have established a month-to-month tenancy prior to the effective date of this Contract and have been identified through the List of Monthly Occupants.

14.8.2 The Rental Contract must list all patrons utilizing the rental space or campground, and no patron(s) shall be allowed to stay beyond the Maximum Tenancy Period. Patrons listed in a Rental Contract shall

not be issued a new Rental Contract with the intent of extending the allowed tenancy period.

14.8.2 All Rental Contracts must include the Rules and Regulations of the RV Park as approved in writing by the Director.

14.8.3 No Rental Contract shall have a provision which authorizes automatic extension or renewal of, or automatically extends or renews, the Rental Contract for a period beyond the initial stated term.

14.8.4 Patrons listed in the List of Monthly Occupants, may be issued a Rental Contract with a tenancy period beyond the MTP; however, no Rental Contract shall have any clause entitling any individual to succession rights attempting to allow any remaining patron(s) to become the patron of the RV space or camp site, when the patron(s) of record is no longer the tenant of record for any reason.

14.8.5 The Rental Contract must not include any clause or provision which authorizes the assignment, sale, or transfer of the Rental Contract by the original tenant to another person for the use of the RV space or camp site.

14.8.6 RV's shall not be used for any commercial activity by the patrons.

14.8.7 No person under the age of 18 years-old will be allowed to enter into a Rental Contract.

14.8.8 Contractor is responsible to review/confirm each individual patron's insurance coverages for their vehicles and personal property and attach a copy of said certificate to each Rental Contract.

14.9 PARKING

14.9.1 One (1) vehicle per campsite will be permitted beside the RV or camp space, with the exception of group camping areas. Parking permits must display an arrival and departure date and RV or Campsite number and must be displayed on the windshield of vehicles at all times. Up to two (2) motorcycles per site will be permitted.

- 14.9.2 Patrons and visitors may park in the designated parking spaces in common areas during regular RV Park Office hours.
- 14.9.3 Passenger vehicles shall not park in RV sites without the RV/Trailer present. RV sites may not be reserved by the placement of tables, chairs, canopies or other items.
- 14.9.4 All RV's, camping vehicles, and trailers must be self-contained and remain on wheels that are in good and working condition at all times.
- 14.9.5 RV's, camping vehicles, and trailers, shall not be parked sideways and must be backed into the trailer sites. Parking on access roads is prohibited at all times.
- 14.9.6 Contractor shall not allow any vehicle repairs, maintenance activities, and/or fluid changes in the RV Park.

14.10 HABITATION

The RV Park shall not be used for human habitation other than as specified by a Rental Contract for an RV space, tent camping space, and/or group camping area.

14.11 ILLEGAL ACTIVITIES

Contractor shall not permit any illegal activities to be conducted upon the RV Park.

14.12 MAINTENANCE

14.12.1 Contractor shall maintain the RV Park in good and substantial repair and condition, and in compliance therewith shall perform all repairs to and replacement of all improvements and equipment thereof, including the painting thereof upon written request therefore by the Director.

14.12.2 County may cure Contractor's default with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement from Contractor for the actual costs of same, including, but not limited to, the cost of

labor, materials and equipment furnished in the correction thereof. If Contractor fails to pay invoiced amount within thirty (30) days, the Director may, including all other remedies available in this Contract, deduct said amount from the Security Deposit.

14.12.3 Rodent Control

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. Effects of rodent activity: holes, mounds, etc. shall be backfilled, removed and raked level. 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 Contractor's expense, until eradication is complete.

14.12.4 Swales and Drains

The Contractor 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.

14.12.5 Filters

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

14.13 MERCHANDISE

14.13.1 Contractor shall provide to County an inventory of RV related merchandise required to meet the needs of the public. All food and beverages sold or kept for sale by Contractor 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 Contractor, and all merchandise kept on hand by Contractor 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 Contractor shall immediately withdraw or remove from sale any merchandise and/or food products.

14.13.2 The Director, at his sole discretion, may authorize the sale of alcoholic beverages, in writing and establish a fixed fee as payment for the privilege of engaging therein. Said fixed fee shall not be less than the twenty percent (20%) or established percentage of the gross receipts. The actual amount shall be set by the Director and shall be reasonable in accordance with the revenue to be generated therefrom. Contractor must provide valid/current licenses and permits required for the sale of liquor.

14.14 NON-INTERFERENCE

Contractor shall not interfere with the public use of and/or the programming within the Park.

14.15 PATRON/NON-PATRON COMPLAINTS

14.15.1 Within ten (10) business days after the effective date of this Contract, the Contractor shall provide the County with its written plan for receiving, tracking, 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 Contractor shall resubmit the revised plan within five (5)

business days for approval. Changes by the Contractor must first be approved by the County before implementation.

- 14.15.2 During the term of this Contract, the Contractor shall maintain an office located on the RV Park premises. In addition, the Contractor 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.
- 14.15.3 During hours of operation, Contractor 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.
- 14.15.4 During normal 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 Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor. If Contractor fails to pay the invoiced amount within thirty (30) days, the Director may, including all other remedies available in the Contract, deduct said amount from the Security Deposit.
- 14.15.5 The Contractor 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 Contractor's Monthly Revenue Statement and shall be open to the inspection of the Director at all reasonable times.
- 14.15.6 All complaints shall be abated 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 from the Security Deposit.

14.15.7 Contractor 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 Contractor or his/her designated person shall ensure that emergency calls can be received after normal hours of operation on a 24 hour, 7 days a week basis. The Contractor or his/her designee shall maintain a cell phone, answering service, or electronic mail communication device to receive and respond to all calls in the event of an emergency.

14.16 PRICES

14.16.1 Rental Rates

Any and all increases of rental rates must have prior written approval by the Director. Rental Rates shall not be raised during the first year of the Contract Term. Increases in rates, if justified, may be authorized no more often than once every two (2) years thereafter. The criteria for increases in rates is set forth in Subsection 14.16.3.

14.16.2 Contractor 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 RV Park, in accordance to Exhibit M, 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 Contract.

14.16.3 Said prices shall be fair and reasonable based upon the following considerations: that the RV Park 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 County Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Contract. In the event the Director notifies Contractor that prices being charged are not fair and reasonable, Contractor shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Contractor shall make such price adjustments as may be ordered by the Director.

14.16.4 Transient Occupancy Tax

Contractor shall be responsible for the collection and compliance with the Transient Occupancy Tax (TOT). The TOT is charged to travelers when they rent accommodations, including camping sites, and spaces at a campground or recreational vehicle park. The authority to levy the tax is granted to the legislative bodies of both cities and counties by California Revenue and Taxation Code 7280. For the privilege of occupancy in any recreational vehicle park for a period of no more than twenty (20) days, each patron is subject to and shall pay a percentage of the basic rent charged by the Contractor (excluding additional charges for extra persons or pets). The patron shall pay the tax to the Contractor and Contractor shall turn over the TOT to the corresponding legislative body.

14.16.5 Renter List

At the commencement of the Contract, and at any other time upon 48-hour written notice from the Department, Contractor shall

submit a Renter List, and a List of Monthly Occupants, which shall include the contact information (name, address, phone numbers, email address), RV information (make, model, year, space number, license number), and the total number of days of occupancy (per stay/total occupancy for the year), along with a copy of each current Rental Contract. The List of Monthly Occupants shall include patrons who have established a month-to-month tenancy prior to the effective date of this Contract.

14.16.6 Storage List

At the commencement of the Contract, and at any other time upon 48-hour written notice from the Department, Contractor shall submit a Storage List, which shall include the contact information (name, address, phone numbers, email address), vehicle information (make/model, license number), and the start/end date of storage being utilized, along with a copy of each Storage Contract. In addition, Contractor shall provide the Director with a current Storage List and copies of any and all Storage Contracts within 48-hour notice from the Department.

14.17 PROGRAMMED EVENTS

Contractor shall not promote or sponsor any private or public events requiring the use of RV Park without prior written approval of Director.

14.18 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 Contract. Therefore, Contractor 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. Contractor, 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.

14.19 SAFETY

14.19.1 The Contractor agrees to perform all work outlined in this Contract 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 Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

14.19.2 It shall be the Contractor'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 Contractor shall be responsible for making minor corrections so as to protect members of the public or others from injury. During days and hours of operation the Contractor 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 Contractor 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.

14.20 SANITATION

Contractor shall not allow 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 RV Park. Contractor shall prevent the accumulation of trash and debris for a distance of fifty (50) feet from the RV Park. Contractor 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. Contractor shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the RV Park and the area within a distance of fifty (50) feet thereof in a sanitary condition.

14.21 SECURITY

14.21.1 Contractor, at its own expense, shall provide security services through a licensed and bonded security company which shall include night watch services.

14.21.2 In addition to security guards, Contractor shall use legal security devices and/or equipment, at its sole cost, designated for the purpose of protecting the RV Park from theft, burglary or vandalism, provided prior written approval for the installation thereof is first obtained from the Director and in accordance with all applicable Federal, State and local laws.

14.21.3 In the case of use of video surveillance, Contractor 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.

14.22 SIGNS

14.22.1 Sign Requirement/Reasons for RV Removal

At the entry of the RV Park, Contractor shall post in plain view on the property a sign indicating that all recreational vehicles are subject to removal from the RV Park for reasons specified in Sections 799.22 and 1866 of the California Civil Code and contain the telephone number of the local traffic law enforcement agency (California Civil Code 799.46).

14.22.2 Contractor shall not post signs, posters or notices upon RV Park or improvements thereon unless prior written approval thereof is obtained from the Director.

14.22.3 Contractor is responsible for ensuring all signs and notices are posted at the RV Park, as required by all municipal and County ordinances, and all State and Federal laws and regulations.

14.23 TRADE FIXTURES

Contractor shall provide and install all trade appliances, furniture, trade fixtures and equipment necessary for the operation of the RV Park. Contractor shall provide a copy of the Contractor's inventory to the County for review and approval prior to occupying the RV Park. During the last thirty (30) days preceding the termination of this Contract, the County and Contractor 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. Contractor 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 Contractor fail to remove said fixtures, within said thirty (30) day period, Contractor 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. Contractor 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.

14.24 INTENTIONALLY OMMITTED

14.25 PERFORMANCE REQUIREMENTS SUMMARY

14.25.1 A standard level of performance will be required of the Contractor 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 Contractor's performance under this Contract using regular monitoring and site visits or other such procedures as may be necessary to ascertain Contractor's compliance as may be necessary to ascertain Contractor's compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against the Contractor as determined by the County, as described in Exhibit L.

14.25.2 When the Contractor's performance does not conform to the requirements on this Contract, the County will have the option to apply the following non-performance remedies:

- a)** Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor 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 Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

d) Failure of the Contractor 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 Contractor's failure to perform said service(s), as determined by the County, shall be immediately payable to the County by the Contractor.

14.25.3 This section does not preclude the County's right to terminate the Contract, as provided for in the Contract, Section [15.0, Terms and Conditions](#), Paragraph [15.11, Events of Default](#).

14.26 EVALUATION REPORT

14.26.1 County and Contractor agree that the overall condition of the RV Park, and the condition of the buildings thereon is of the primary importance to both parties. As this Contract specifies the standards of performance deemed necessary for proper maintenance, the County has developed an Evaluation Report to document Contractor's performance pursuant to said standards.

14.26.2 The County's Evaluation Report, a sample of which will be provided to Contractor and hereafter shall be included herein by this reference (Exhibit J), 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 four to five weeks, and the Contractor or his authorized representative may be invited to participate in the inspection tour of the premises.

14.26.3 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 Contractor's performance.

14.27 CONFIDENTIALITY

14.27.1 Contractor 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.

14.27.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, Elected Officials, Officers, Agents, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 14.27, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.27 shall be conducted by Contractor and performed by counsel selected by Contractor 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 Contractor 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor 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.

14.27.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

14.28 FILMING

In the event that any filming is proposed to be conducted on the RV Park, Contractor will be required to obtain required filming permits from Film LA, Inc. and obtain prior written approval from the Park Superintendent. Any additional fees charged by Contractor, must have Director's prior written approval and are subject to rent fees.

14.29 PERMITS AND CERTIFICATES

The Contractor shall obtain and maintain during the term of this Contract, all appropriate permits and certificates required by Federal, State, and local law for the operation of its business. Contractor shall ensure that all of its employees, who perform services, obtain and maintain in effect during the term of the Contract, all certificates required by Federal, State and local law which are applicable to their performance. Contractor shall provide, upon request, a copy of each permit and certificate.

14.30 UTILITIES

14.30.1 The Contractor shall be responsible for the payment of the electricity, and contribution toward water usage at the RV Park. The Contractor shall pay to the County a water utility flat rate of \$500 per month in addition to the monthly minimum rent. In the event that a separate water meter or sub-meter is installed at the RV Park, Contractor shall, within thirty (30) days of written notice by the County, change the water meter to its name and shall assume the sole responsibility for the payment of the water usage for the RV Park. In the event Contractor fails to timely assume responsibility for water upon written notification by County, County shall immediately invoice Contractor for actual charges along with a monthly \$100 processing fee.

- 14.30.2 The RV Park has a separate meter within the demised premises for electricity. At the commencement of the Contract and throughout the Contract term, the Contractor shall have the sole responsibility for the payment of the electricity for the RV Park. The Contractor shall officially change the electricity meter to its name prior to the start of the Contract, so as to ensure that all bills for electrical services rendered are delivered directly to the Contractor. In the event Contractor fails to timely assume responsibility for electricity, County shall immediately invoice Contractor for actual charges along with a monthly \$100 processing fee.
- 14.30.3 In addition, all communication service payments (i.e. telephone, internet, Wi-Fi) shall solely be the responsibility of the Contractor.
- 14.30.4 The County is not responsible for any loss or damages to personal property resulting from the interruption or disturbance of/and all utility services for any cause.
- 14.30.5 Contractor shall bare all responsibility for the maintenance, refurbishment and/or replacement of all utility systems within the RV Park.

14.31 EMERGENCY PLAN

Contractor shall submit to Director an Emergency Plan prior to occupying the RV Park for review and approval. The approved Emergency Plan shall be posted at a visible location at the RV Park 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.

14.32 PETS

- 14.32.1 Patrons shall not be charged a fee for keeping a pet in the park unless the Contractor actually provides special facilities or services for pets. If special pet facilities are maintained by the Contractor, the fee charged shall be reasonable, must have prior

written approval by the Director and are subject to the monthly rent fees.

14.32.2 Pets shall be limited to not more than three (3) dogs or cats or any combination thereof and no more than three (3) small animals, such as guinea pigs, rabbits, hamsters, or white mice, or any combination thereof per Rental Contract.

14.32.3 The Contractor and RV Park patrons shall comply with all animal laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract, including, but not limited to animal nuisance, leash law and pet licensing laws.

14.33 ENTRY, HOOKUP, LANDSCAPING AND MAINTENANCE CHARGES

Contractor shall not charge patrons for the entry, installation, hookup, or landscaping as a condition for occupancy, except for an actual fee or cost imposed by a local governmental ordinance or requirement directly related to the occupancy of the specific site upon which the RV is located and not incurred as a portion of the development of the RV Park as a whole. However, reasonable landscaping and maintenance requirements may be included in the park rules and regulations. Contractor shall not require patrons to purchase, rent, or lease goods or services for landscaping, remodeling, or maintenance from any person, company, or corporation.

14.34 TREE MAINTENANCE

14.34.1 Contractor shall be solely responsible for the trimming, pruning, or removal of all trees, and the cost thereof.

14.34.2 The Contractor or patrons are prohibited from planting any trees within the RV Park without prior written approval by the Park Superintendent and/or the Director.

14.34.3 Oak Trees

Contractor must comply with the County of Los Angeles Oak Tree Ordinance. The Los Angeles County Oak Tree Ordinance has been established to recognize oak trees as significant historical,

aesthetic, and ecological resources. The goal of the ordinance is to create favorable conditions for the preservation and propagation of this unique and threatened plant heritage (Ord. 88-0157 § 1, 1988; Ord. 82-0168 § 2 (part), 1982).

14.35 DRIVEWAYS AND PAVED AREAS MAINTENANCE

Contractor shall be solely responsible for the maintenance, repair, replacement, paving, sealing, and expenses related to the maintenance of all driveways and pull thru sites, including, but not limited to, repair of root damage to driveways and foundation systems and removal.

14.36 STORAGE

Storage at the RV Park shall be restricted to the three (3) designated storage sites. Storage shall be limited to recreational vehicles, camping trailers, boats, and watercrafts. Storage is subject to rent percentage(s) paid to the County. Any deviation from the above allowed items will require the written approval from the Director.

15.0 TERMS AND CONDITIONS

15.1 CONTRACT ENFORCEMENT

15.1.1 The Director shall be responsible for the enforcement of this Contract 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.

15.1.2 Any officers and/or authorized employees of the County may enter upon the RV Park at any time for the purpose of determining whether or not Contractor is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the RV Park.

15.1.3 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the RV Park herein, Contractor does hereby agree to pay any reasonable sum which

may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

15.2 CANCELLATION

- 15.2.1 Upon the occurrence of any one or more of the events of default hereinafter described in Subparagraph [15.11, Events of Default](#), this Contract shall be subject to cancellation. As a condition precedent thereto, the Director shall give Contractor 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.
- 15.2.2 Upon cancellation, the County shall have the right to take possession of the RV Park, 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 Contract.
- 15.2.3 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 Contract.
- 15.2.4 In the event that, following service of the Notice of Cancellation of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Contractor 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.

15.3 COMPLIANCE WITH CIVIL RIGHTS LAW

The Contractor 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 Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B, Contractor's EEO Certification.

15.4 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor 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 E) in a prominent position at the Contractor's place of business. The Contractor 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 E of this Contract and is also available on the internet at www.babysafela.org for printing purposes.

15.5 CONTRACTOR'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

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

15.5.2 In the event that Contractor 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 [15.34, 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 Contractor 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 \$500.00 per day for each day of the period of time that the deficiencies exist, and that Contractor shall be liable to County for liquidated damages in said amount.

15.6 FACSIMILE AND ELECTRONIC REPRESENTATIONS

The County and Contractor 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 Contract, 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.

15.7 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

15.7.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Contract 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.

15.7.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Contract to comply with all applicable provisions of law,

Contractor warrants that it is now in compliance and shall during the term of this Contract 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).

15.8 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

15.8.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Contract 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.

15.8.2 Unless Contractor qualifies for an exemptions or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance by completing Exhibit C, Certification of Compliance with County’s Defaulted Property Tax Reduction Program, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

15.9 CONFLICT OF INTEREST

15.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor 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.

15.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor 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 Contractor's Operation Manager shall abstain from participating in any decision in which it has a financial interest. Abstention requires disclosure of the Contractor'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 Contractor'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.

15.10 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies that County determines are severe or continuing and that may place performance of the Contract 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 Contractor. If improvement does not occur consistent with the corrective

action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

15.11 EVENTS OF DEFAULT

- 15.11.1 The abandonment, vacation or discontinuance of operations on the RV Park for more than two (2) consecutive days without approval thereof by the Director.
- 15.11.2 The failure of Contractor 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.
- 15.11.3 The failure of Contractor to operate in the manner required by this Contract, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 15.11.4 The failure to maintain the RV Park 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.
- 15.11.5 The failure of Contractor to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Contract, 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 Contractor 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.
- 15.11.6 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Contractor in violation of State and/or Federal laws thereon.

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

15.12 INTENTIONALLY OMMITTED

15.13 TERMINATION FOR DEFAULT

15.13.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:

- a. The Contractor has materially breached this Contract;
- b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;
- c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract 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.

15.13.2 Upon the occurrence of Subparagraph 15.13.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor 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.

15.13.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and 1) the Contractor 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 Contractor 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 Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

15.13.4 In the event that the County terminates this Contract 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 Contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

15.13.5 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 15.13.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. 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 Contractor. If the failure to perform is caused by the default of a Subcontractor, and without the fault or negligence of either of them, the Contractor 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 Contractor to meet the

required performance schedule. As used in this Subparagraph 15.13.5, the term “Subcontractor” and “Subcontractors” mean Subcontractor(s) at any tier.

15.13.6 In the event the County terminates this Contract in its entirety due to the Contractor’s default as provided in Subparagraph 15.13.1, the Contractor 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 Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph [15.5, Contractor’s Non-Compliance and Liquidated Damages](#), be entitled to liquidated damages from the Contractor, 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 Contract 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 Contractor 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 Contractor by the County, whether under this Contract or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor’s payment of these liquidated damages shall not in any way change or affect the provisions of Subsection [15.25, Indemnification](#).

15.13.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 15.13.7, it is determined for any reason that the Contractor was not in default

under the provisions of this Subparagraph 15.13.7, that the default was excusable under provisions of this Subparagraph 15.13.7, or Contractor 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.

15.13.8 The rights and remedies of the County provided in this Subparagraph 15.13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

15.14 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set for in Subsection [15.7, Contractor's Warranty Of Adherence To County's Child Support Compliance Program](#), shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, 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 Contract pursuant to Subsection [15.2, Cancellation](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph [15.8, Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program](#), Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default with ten (10) days of notice shall

be ground upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

15.16 TERMINATION FOR IMPROPER CONSIDERATION

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

15.16.2 Contractor 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 Contractor in writing by County.

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

15.17 TERMINATION FOR INSOLVENCY

15.17.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- If the Contractor is deemed to be insolvent: The Contractor 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 Contractor is insolvent within the meaning of Federal Bankruptcy Code;

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

15.17.2 The rights and remedies of County provided in this Subsection 15.17 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

15.18 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

15.19 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

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

15.19.2 Notwithstanding any other provision of this Contract, in the event the County closes the Park, this Contract shall be terminated upon

the effective date of such closure. Upon the effective date of park closure, Contractor shall immediately cease its operations, and within fifteen (15) days thereafter remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Contractor of such park closure.

15.19.3 In the event of a termination based upon transfer of title or park closure the County shall pay the Contractor an amount equal to the unamortized portion of the Contractor's actual and documented capital investment amount expended, plus any interest accrued on unamortized portion to the CIF, not to exceed \$350,000, on a straight line basis from the date of execution to the date of termination.

15.20 SUSPENSION

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

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

15.21 FAIR LABOR STANDARDS

The Contractor 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 Contractor's employees for which the County may be found jointly or solely liable.

15.22 FORCE MAJEURE; TIME EXTENSIONS

15.22.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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").

15.22.2 Notwithstanding the foregoing, a default by subcontractors of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor 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 Contractor to meet the required performance schedule. As used in this Subparagraph, the terms "subcontractors" and "subcontractor" mean subcontractors at any tier.

15.22.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor 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.

15.23 GOVERNING LAW, JURISDICTION, and VENUE

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

15.24 INDEPENDENT CONTRACTOR

This Contract is by and between the County of Los Angeles and Contractor 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 Contractor. Contractor understands and agrees that all persons furnishing services on behalf of Contractor pursuant to this Contract are, for purposes of Worker's Compensation Liability, employees solely of Contractor and not of County. Contractor 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 Contractor pursuant to this Contract.

15.25 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, and 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 Contractor's acts and/or omissions arising from and/or relating to this Contract unless such claims, actions, liabilities or loss arise solely out of the negligence or willful misconduct of the County, its Special Districts and/or the County of Los Angeles Flood Control District, their elected and appointed officers, employees, and agents. Contractor's duty to indemnify the County, and the County of Los

Angeles Flood Control District, their agents, officers, and employees shall survive the expiration or other termination of this Contract.

15.26 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections [15.26 General Provisions For All Insurance Coverage](#) and [15.27 Insurance Coverage Requirements](#), of this Contract. 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 Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

15.26.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, 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 Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contractor identified as the contracting party in this Contract. 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 Contractor, 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 Division
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803

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

15.26.2 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 Contractor's General Liability policy with respect to liability arising out of Contractor'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 Contractor's acts or omissions, whether such liability is attributable to the Contractor 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.

15.26.3 Cancellation of/or Changes in Insurance

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

15.26.4 Failure to Maintain Insurance

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

15.26.5 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.

15.26.6 Contractor's Insurance Shall Be Primary

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

15.26.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor 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 Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

15.26.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies or shall provide County with each

Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and shall require that each Subcontractor name the County and Contractor as additional insured on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

15.26.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor'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.

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

15.26.11 Application of Excess Liability Coverage

Contractor 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.

15.26.12 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.

15.26.13 Alternative Risk Financing Programs

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

15.26.14 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.

15.27 INSURANCE COVERAGE REQUIREMENTS

15.27.1 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

15.27.2 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 Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

15.27.4 Property Coverage

Contractor 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 including but not limited to flood coverage. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor'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 Contractor 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 rented property; and

ii. Real Property and All Other Personal Property

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

Individual RV owners are responsible for having insurance to cover their vehicles and personal property. The Contractor is responsible to review/confirm each individual patron's current insurance coverages.

15.27.5 Periods of New Construction

During the period(s) of construction as required or authorized herein, and in addition to the aforementioned insurance coverage, Contractor 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 Contractor'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 Contractor, its officers or employees arising from or related to this Contract 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 Contract.

c. Contractor'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. Contractor shall maintain limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

15.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

15.28.1 The Contractor certifies and agrees that all persons employed by it, it's 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.

15.28.2 Contractor shall certify to and comply with the provisions of Exhibit B, Contractor's EEO Certification.

15.28.3 The Contractor 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.

15.28.4 The Contractor 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.

15.28.5 The Contractor 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 Contract or under any other project, program, or activity supported by this Contract.

15.28.6 The Contractor shall allow County representatives access to the Contractor's employment/volunteer records during days and hours

of operation to verify compliance with the provisions of this Subparagraph 15.28 when so requested by the County.

15.28.7 If the County finds that any provisions of this Subparagraph 15.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

15.28.8 The parties agree that in the event Contractor violates the non-discrimination provisions of this Contract, 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 Contract.

15.29 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

The Contractor 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 D.

15.30 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor 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 E of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

15.31 NOTICES

Any notice required to be given under the terms of this Contract 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 Contractor shall be as follows:

Urban Park Concessionaires
Attention: John W. Koeberer, President
2150 Main Street, Suite 5
Red Bluff, CA 96080
jk@calparksco.com
(530) 529-1512

The address to be used for any notice served by mail upon County shall be **County of Los Angeles Department of Parks and Recreation, Attention: Contracts Division, 1000 South Fremont Avenue, Unit #40, Alhambra, CA 91803**, or such other place as may hereafter be designated in writing to Contractor 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 Contract.

15.32 PUBLIC RECORDS ACT

15.32.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph [8.0, Record Retention And Inspection/Audit Settlement](#), of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, 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.

15.32.2 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 Contractor 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.

15.33 RECYCLED BOND PAPER

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

15.34 RIGHT OF ENTRY

15.34.1 Any officers and/or authorized employees of the County may enter upon the RV Park at any and all times for the purpose of

determining whether or not Contractor is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the RV Park.

15.34.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of two (2) days, Contractor 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 RV Park, including all improvements, equipment and inventory thereon; 2) remove any and all persons or property on said RV Park and place any such property in storage for the account of and at the expense of Contractor; 3) subcontract or sublease of the RV Park; 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 Contractor's breach of this Contract. Entry by the officers and employees of County upon the RV Park for the purpose of exercising the authority conferred hereon as agent of Contractor shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Contract.

15.34.3 No re-entry or taking of the RV Park by County pursuant to Subparagraph 15.34.2 of this section shall be construed as an election to terminate this Contract unless a written notice of such intention is given to Contractor or unless the termination thereof be decreed by a court of competent jurisdiction.

15.35 SEVERABILITY

If any provision of this Contract 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.

15.36 SUBCONTRACTING

15.36.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**, which said written approval will not be unreasonably withheld. Any attempt by the Contractor to subcontract without the prior written consent of the County shall be deemed a material breach of this Contract.

15.36.2 If the Contractor desires to subcontract, the Contractor 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 Contractor shall ensure delivery of all such documents to the Department at the address provided in Section [15.31, Notices](#), before any subcontractor employee may perform any work hereunder.

15.36.3 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

15.36.4 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 Contract. The Contractor is responsible to notify its subcontractors of this County right.

15.36.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

15.36.6 The Contractor 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.

15.36.7 In the event Director should consent to subcontracting:

- a. Each and all of the provisions of this Contract and any amendment(s) 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 Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

15.36.8 The Contractor 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.

15.36.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment as for the Contractor's own employees.

15.36.10 In the event the County determines that the Contractor has violated the sublease provision contained herein, the same shall constitute a material breach of Contract upon which the County, in its sole discretion, may determine to cancel, terminate, or suspend this Contract, and/or assess liquidated damages.

15.37 SURRENDER OF RV PARK

Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Contractor shall peaceably vacate the RV Park 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 15.37 hereinbefore may be applicable thereto.

15.37.1 Transition Period

Prior to expiration of this Contract, the Contractor shall allow for a minimum six (6) month transition period for orientation purposes to ensure the orderly transition of the Contractor's current operation to a new operator, without additional costs to the County or the new operator. The transition period shall be determined by County and Contractor shall be notified of such transition period within nine (9) months prior to the expiration of this Contract. The Contractor shall continue to process work timely and accurately so that the operation of the RV Park is current at the expiration of the Contract. If the Contractor fails to adhere to the above work and standards, the County shall have the right to retain One Hundred Percent (100%) of the Security Deposit.

15.38 TAXES AND ASSESSMENTS

15.38.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Contractor 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 RV Park and any improvements located thereon.

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

15.39 TRANSFERS

15.39.1 Contractor shall not, without written consent of the Director, transfer, assign, sublicense, hypothecate or mortgage this

Contract. 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 Contract.

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

15.39.3 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 Contract shall terminate prior to the date for expiration thereof in the event of the death of Contractor occurring within the term herein provided. Additionally, neither this Contract nor any interest therein shall be transferable in proceedings in attachment or execution against Contractor, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Contractor, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

15.39.4 In the event Contractor requests the prior written consent of Director to give, assign, transfer or grant control of this Contract, and Director gives written consent to the assignment, a transfer fee equal to the greater of 1) \$200,000 or 2) forty percent (40%) of the Fair Market Value 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 Contractor shall first deliver to assignee a written schedule of all sums due and owing to County from the Contractor 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 an assignment for which the Director, in his sole discretion, determines that the ownership interests in this Contract have remained unchanged, such as a change in the legal or fictitious name of the Contractor without any other change in the equity, in beneficial use of, or legal title of the Contract as an asset, or the income produced thereby.

15.40 VALIDITY

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

15.41 WAIVER

15.41.1 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 Contract or stopping County from enforcing the full provisions thereof.

15.41.2 No delay, failure, or omission of County to enter the RV Park 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.

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

15.41.4 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 Contract shall be cumulative.

15.42 WARRANTY AGAINST CONTINGENT FEES

15.42.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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 Contractor for the purpose of securing business.

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

16.0 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

16.1 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;

16.2 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 G).

17.0 TUBERCULOSIS

Contractor 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 as 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.

18.0 VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM:

18.1 Contractor agrees that it 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 Contractor's RV Park, except for food that is being served directly to consumers in a manufacturer's original sealed package, as more specifically set forth in Exhibit F hereto. Contractor shall provide the written certification attached hereto as Exhibit F 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.

18.2 Within five (5) days of the County's execution of this Contract, Contractor 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. Contractor's failure to do either of the foregoing shall constitute a material breach of this

Contract 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.

- 18.3 Upon County's approval of the Contractor's participation in the ATFR Program, Contractor 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.
- 18.4 In addition to any remedies provided the County by ATFR Program's rules, any failure by Contractor to comply with the ATFR Program standards shall constitute a material breach of this Contract entitling the County to terminate the Contract in its entirety or, if the Contractor provided service to multiple RV Park, 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:
 - 18.4.1 Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Contractor's breach of this Section 18.0. 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 Contractor shall be liable to County for that amount.
 - 18.4.2 Require removal of all AFTR Program logo, signage and other advertising materials from the non-compliant Contractor RV Park and from any other location where such materials are used by the Contractor, including without limitation menus, menu boards, and dining table tent cards.
 - 18.4.3 Require Contractor to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

19.0 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

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

20.0 VENDING MACHINE NUTRITION POLICY

Contractor acknowledges and agrees that as of the commencement of the term of this Contract:

- 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 RV Park; 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 Contractor to sell snacks and non-alcoholic beverages from vending machines at the RV Park.

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

- 20.1 Contractor 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. Contractor 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).
- 20.2 The Department of Public Health (DPH) may periodically monitor these Contracts to ensure the Contractor'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 Contract.

20.3 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.

21.0 CONTRACT ALERT REPORTING DATABASE

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

22.0 GREEN INITIATIVES

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

23.0 TIME OFF FOR VOTING

Contractor 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 Contractor 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.

24.0 NON-RESPONSIBILITY AND DEBARMENT

24.1 RESPONSIBLE CONTRACTOR

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

24.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts 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 Contracts the Contractor may have with the County.

24.3 NON-RESPONSIBLE CONTRACTOR

The County may debar an Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of an Contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Contract 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.

24.4 CONTRACTOR HEARING BOARD

- 24.4.1 If there is evidence that the Contractor may be subject to debarment; the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 24.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor'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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 24.4.3 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.
- 24.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor 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 Contractor 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.

24.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor 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.

24.4.6 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.

25.0 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

26.0 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 (Exhibit P).

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.

27.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual Contracts as well as civil liability.

28.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

28.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit O and incorporated by reference into and made a part of this Contract.

28.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

29.0 INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE

- 29.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management

systems and facilities. Contractor certifies compliance on Exhibit Q (Integrated Pest Management Program Compliance Certification), that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 29.0 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org.

29.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

29.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

29.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

30.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Exhibit R). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

31.0 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

31.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program (Exhibit N) who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

31.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

32.0 AUTHORIZATION WARRANTY

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

33.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire Contract between County and Contractor for the use granted at the Park for the operation of the RV Park. 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 RV Park and the RV Park to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract 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  _____

John W. Koeberer, President
Urban Park Concessionaires

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By  _____
Christina Angeles, Principal Deputy

MINUTES OF SPECIAL MEETING
OF
BOARD OF DIRECTORS

A special meeting of the Board of Directors of URBAN PARK CONCESSIONAIRES was held at the corporation's office in Red Bluff, California, on March 15, 2019. There were present John Koeberer and Pam Koeberer Pitts. This constitutes all the Directors of the Corporation.

John Koeberer, President of the corporation, acted as Chairman of the meeting. Pam Koeberer Pitts, Secretary of the corporation, acted as Secretary of the Meeting.

Upon motion duly made, seconded and unanimously carried, reading of the prior Board Meeting Minutes was dispensed with.

Discussion took place regarding Contract for operation of the Frank G. Bonelli Recreational Vehicle Park. The president noted our award is contingent upon providing a Letter of Intent and final contract based on our submittal provided to Los Angeles County Department of Parks and Recreation.

Following discussion and upon motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED that the President authorized the Chief Operating Officer, Kris Koeberer to act on behalf of the corporation in any and all requirements of the RFP and to sign the final contract provided by Los Angeles County Department of Parks and Recreation on or about March 19, 2019.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.


Pam Koeberer Pitts, Secretary

ATTEST:


John Koeberer, President

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 19, 2019, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared Kris Wayne Koebeler 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.

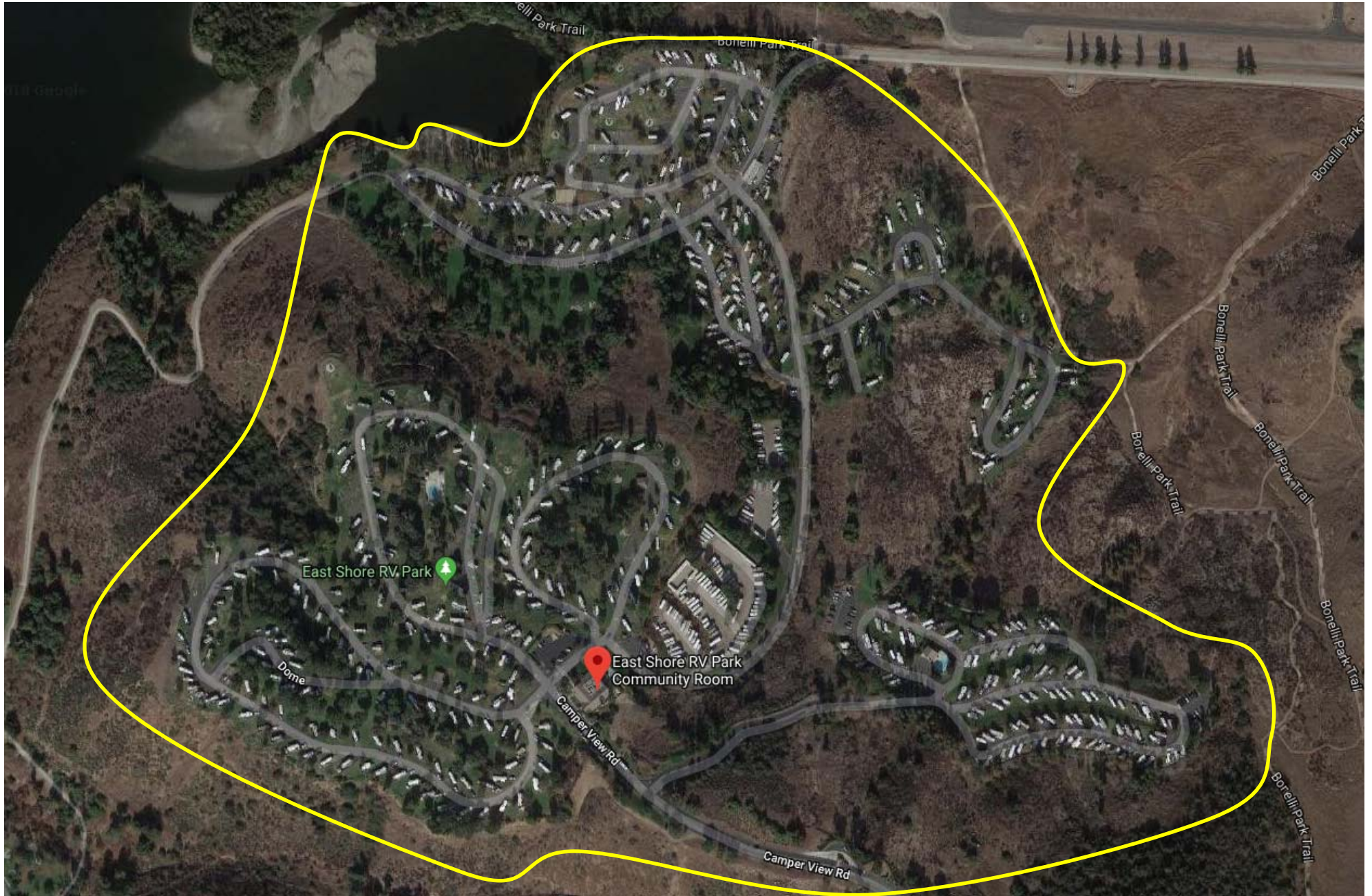


Dean C. Logan
Registrar-Recorder / County Clerk
County of Los Angeles

By _____

[Signature]
Deputy County Clerk

EXHIBIT A—FRANK G. BONELLI RV PARK DEMISED PREMISES



PROPOSER'S EEO CERTIFICATION

Urban Park Concessionaires

Company Name

2150 Main Street, Suite 5, Red Bluff, CA 96080

Address

94-2731957

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()


Signature

September 20, 2018

Date

John W. Koeberer, President

Name and Title of Signer (please print)

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

Company Name: Urban Park Concessionaires		
Company Address: 2150 Main Street, Suite 5, Red Bluff, CA 96080		
City:	State:	Zip Code:
Telephone Number: 530-529-1512	Email address: kkoerberer@calparksco.com	
Solicitation/Contract For _____ Services: Concession at Frank G. Bonelli Regional Park		

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**

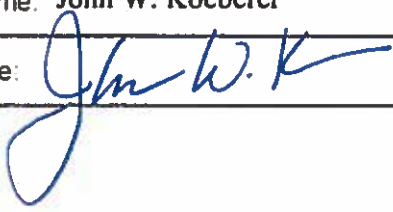
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: John W. Koeberer	Title: President
Signature: 	Date: September 20, 2018



Notice 1015

(Rev. December 2018)

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 2018 are less than \$54,884 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 7, 2019.

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.

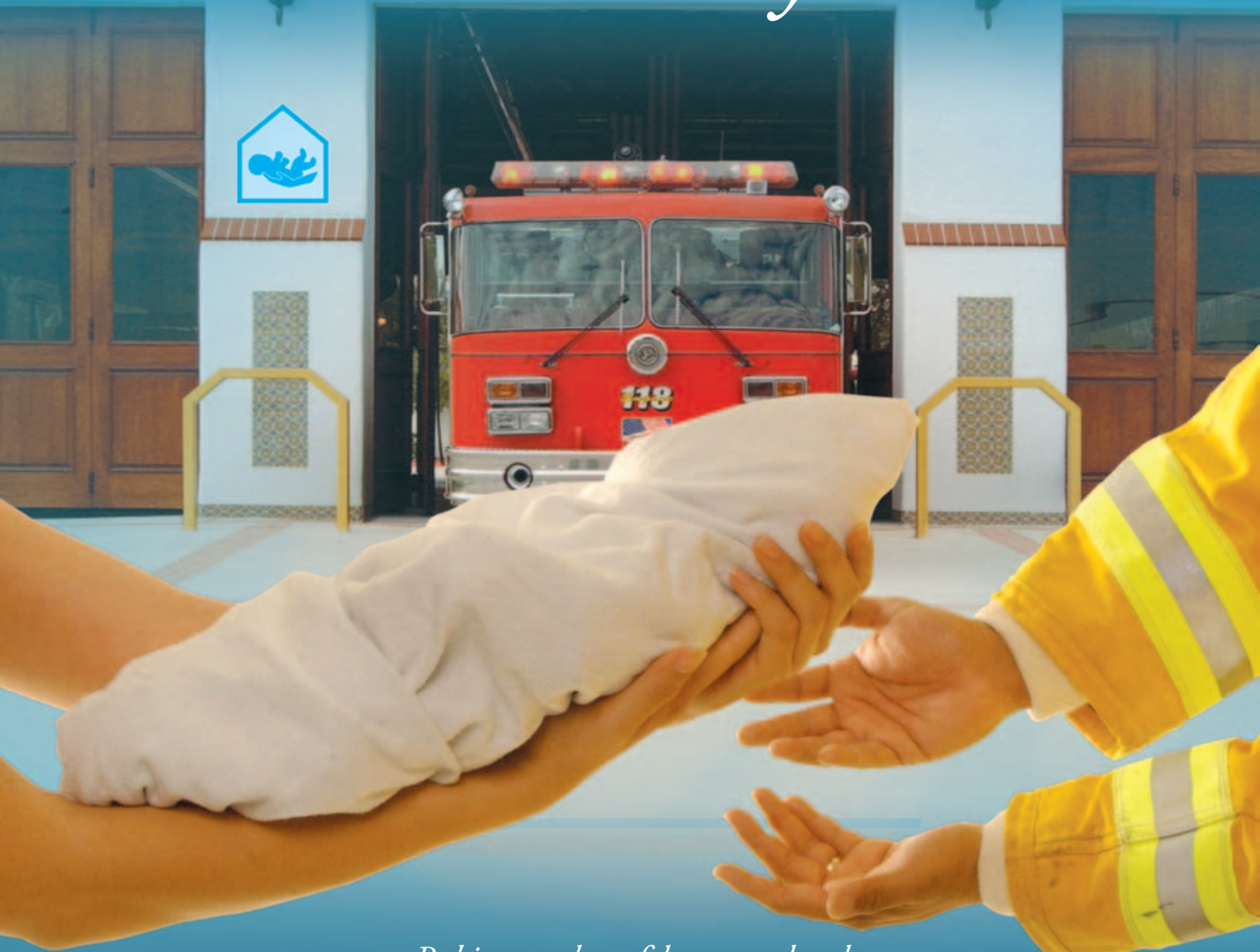
How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 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 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

EXHIBIT E

SAFELY SURRENDERED 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?

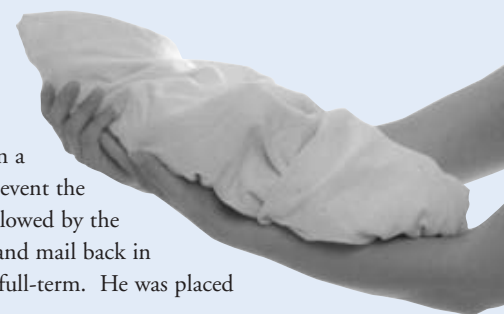
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 F

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: Urban Park Concessionaires

BY:  3/19/19
Signature and Date

Kris Koerber
Name

Chief Operating Officer
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]



REQUIRED FORMS - EXHIBIT 13

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

CERTIFICATION OF COMPLIANCE


GREEN INITIATIVES

I, John W. Koeberer, as the President
Name (please print or type) Title

of Urban Park Concessionaires providing services at
Name of company

Frank G. Bonelli County Regional Park under concession agreement,
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

September 20, 2018
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 CONTRACT COMPLIANCE REPORT

Concession: _____

Date of Inspection: _____

Inspector: _____

ADMINISTRATIVE RESPONSIBILITIES				
Specific Contract Reference	Service	Yes/No	Comment	Action Required
Consideration and Payment Section 7.4	Contractor shall pay the County a monthly amount equal to the greater of 1) Twenty-Five Thousand Dollars (\$25,000); or 2) the sum of twenty percent (20%) of the total monthly gross receipts received from all revenue generated at the RV Park. Commencing 1 st year in addition to rent payment shall include an additional 1% toward CIF. <i>*Late payment subject to 10% of rent due; returned checks subject to \$100 per check</i>			
Sales and Services Section 8.8	All sales and/or services shall be recorded by cash registers, computers and/or any electronic device 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 14.1 & 14.22	Contractor 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>			
Contractor Staff, Volunteers and Employment Practices Section 14.3	Contractor shall maintain adequate and proper staffing for operations at all times. Contractor shall designate an Operations Manager.			
Days and Hours of Operation Section 14.5	7 days a week, from 8:00 a.m. to sunset during daylight savings time and 8:00 a.m. to 7:00 p.m. during non-daylight savings time and reduced hours of operation for Christmas Day (December 25th), Thanksgiving Day, and New Year's Day from 12:00 noon to 5:00 p.m.			
Disorderly Persons Section 14.6	Contractor agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the RV Park.			
Parking Section 14.9	One (1) vehicle per campsite will be permitted. Parking permits must display an arrival and departure date, campsite number. Up to 2 motorcycles per RV space. Passenger vehicles shall not park in RV sites without the RV/Trailer present. <i>*Subject to a \$10 per day per vehicle fee</i>			
Habitation Section 14.10	RV Park shall not be used for human habitation other than as specified by a Rental Contract for an RV space, tent camping space, and/or group camping area. <i>*Subject to a \$100 per day for violation of this Section</i>			

OPERATING RESPONSIBILITIES (Continued)				
Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Maintenance Section 14.12	Contractor is responsible for maintaining the demised premises in good and substantial repair and condition.			
Rodent Control Section 14.12.3	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.			
Merchandise Section 14.13	Contractor shall provide to County an inventory of RV related merchandise required to meet the needs of the public.			
Prices Section 14.16	Contractor shall at all times maintain and post a complete list of prices collected for all fees, charges, goods, rentals, and services, or combinations thereof. Any and all increases of rental rates must have prior written approval by the Director. *Failure to maintain and post fees and charges subject to \$100 per day *Failure to obtain written approval prior to enacting price increases or new fees is a material breach of Agreement.			
Renter List Section 14.16.5	At any other time upon 48-hour written notice from the Department, Contractor shall submit a Renter List, and a List of Monthly Occupants. *Failure to provide a Renter List upon request subject to \$25 per day until plan is submitted			
Storage List Section 14.16.6	At any other time upon 48-hour written notice from the Department, Contractor shall submit a Storage List. *Failure to provide a Storage List upon request subject to \$25 per day until plan is submitted			

**OPERATING RESPONSIBILITIES
(Continued)**

Specific Contract Reference	Service	Yes/ No	Comment	Action Required
Safety Section 14.19	Contractor'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. Contractor shall be responsible for making minor corrections so as to protect members of the public or others from injury.			
Sanitation Section 14.20	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 RV Park. Contractor shall prevent the accumulation of trash and debris for a distance of 50 feet from the RV Park. Contractor shall provide that all litter and refuse is collected as often as necessary, and in no case less than once a week. *Failure subject to a \$100 per occurrence			
Security Section 14.21	Contractor, at its own expense, shall provide security services through a licensed and bonded security company which shall include night watch services. Contractor shall use legal security devices and/or equipment, at its sole cost, designated for the purpose of protecting the RV Park from theft, burglary or vandalism.			
Minors Section 14.24	No persons under the age of 18 shall be permitted on the RV Park without adult supervision. *Subject to \$100 per minor, per occurrence			
Emergency Plan Section 14.31	Emergency Plan shall be posted at a visible location at the RV Park for all staff and patrons to access. *Subject to \$25 per day not posted			
Pets Section 14.32	Pets shall be limited to not more than 3 adult dogs or cats or any combination thereof and no more than 3 small animals, such as guinea pigs, rabbits, hamsters, or white mice, or any combination thereof, per Rental Contract. *Subject to \$25 for additional pet, per day			

**OPERATING RESPONSIBILITIES
(Continued)**

Specific Contract Reference	Service	Yes/No	Comment	Action Required
Storage Section 14.36	Storage at the RV Park is limited to recreational vehicles, camping trailers, boats, and watercrafts. <i>*Non-authorized vehicles or storage subject to a \$100 fee per vehicle/per day</i>			

INSURANCE

Specific Contract Reference	Service	Yes/No	Comment	Action Required
Insurance Section 15.27	Contractor shall provide and maintain at its own expense insurance coverage satisfying the following requirements: <ul style="list-style-type: none"> • Commercial General Liability with general aggregate - \$5 million • Automobile Liability - \$1 million • Workers Compensation - \$1 million per accident • Property Coverage – Full replacement value <i>*Failure to provide Certificates of Insurance to County prior to expiration date subject to \$25 per day after expiration of certificate and/or material breach of Agreement</i>			

SMOKING BAN ORDINANCE

Specific Contract Reference	Service	Yes/No	Comment	Action Required
Smoking Ban Ordinance Section 16.0	Smoking shall be permitted by actors during permitted photography sessions and within designated areas with prior approval from the Director. <i>*Unauthorized smoking subject to a \$25 fee per occurrence</i>			

NARRATIVE

--

PHOTOS OF CONCESSION

--

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

Contractor's Name	For the Month of	Year
Facility and Location	Agreement Number	
Signature	Date	

Activity	No.	Price	Gross Receipts	Contract %	Rental Amount
Daily RV Rates	Preferred View Sites (A&F)	\$ 73.00	\$ -	20%	\$ -
	Preferred View Sites (B&C)	\$ 77.00	\$ -	20%	\$ -
	Preferred View Sites (Other)	\$ 62.00	\$ -	20%	\$ -
	Regular Sites (A&F)	\$ 63.00	\$ -	20%	\$ -
	Regular Sites (B&C)	\$ 67.00	\$ -	20%	\$ -
	Regular Sites (Other)	\$ 57.00	\$ -	20%	\$ -
Holiday Rate		\$ 5.00	\$ -	20%	\$ -
Park Model RV	Weekday	\$ 175.00	\$ -	20%	\$ -
	Weekend/Holiday	\$ 195.00	\$ -	20%	\$ -
Vintage Style RV	Weekday	\$ 145.00	\$ -	20%	\$ -
	Weekend/Holiday	\$ 165.00	\$ -	20%	\$ -
Group Travel	Preferred View Sites (A&F)	\$ 64.00	\$ -	20%	\$ -
Club Rates	Preferred View Sites (B&C)	\$ 68.00	\$ -	20%	\$ -
	Regular Sites (A&F)	\$ 55.00	\$ -	20%	\$ -
	Regular Sites (B&C)	\$ 59.00	\$ -	20%	\$ -
Weekly Rates	Preferred View Sites (A&F)	\$ 440.00	\$ -	20%	\$ -
	Preferred View Sites (B&C)	\$ 464.00	\$ -	20%	\$ -
	Preferred Views Sites (Other)	\$ 369.00	\$ -	20%	\$ -
	Regular Sites (A&F)	\$ 380.00	\$ -	20%	\$ -
	Regular Sites (B&C)	\$ 404.00	\$ -	20%	\$ -
	Regular Sites (Other)	\$ 340.00	\$ -	20%	\$ -
Month-to-Month	Monthly RV Rate	\$ -	\$ -	20%	\$ -
RV Rates	Golf Cart Allowance	\$ 35.00	\$ -	20%	\$ -
Tent Camp Sites		\$ 30.00	\$ -	20%	\$ -
Group Camp		\$ 250.00	\$ -	20%	\$ -
Rent My Tent		\$ 145.00	\$ -	20%	\$ -
RV/Boat Storage	Daily	\$ 10.00	\$ -	20%	\$ -
	Weekly	\$ 40.00	\$ -	20%	\$ -
	Monthly	\$ 125.00	\$ -	20%	\$ -
Meeting/Event Hall	Registered Campers	\$ 50.00	\$ -	20%	\$ -
	Outside Guests	\$ 150.00	\$ -	20%	\$ -

EXHIBIT K

Full day Rental	\$ 250.00	\$ -	20%	\$ -
Golf Cart Rentals	\$ 65.00	\$ -	20%	\$ -
Convenience Store		\$ -	20%	\$ -
Recreational Activities		\$ -	20%	\$ -
Other		\$ -	20%	\$ -
TOTAL		\$ -		\$ -

(A) Minimum Rent \$500 (B) Rent Due \$ -
 Greater of Minimum (A) or Percentage Rent (B)

Advanced Payment _____

Credits _____

Late Fees (10% of Rent Due) _____

CIP (Commencing Year 5 of the Agreement) _____

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

Water Utility Payment \$ 500.00

Total Payment \$ 500.00

DEPARTMENT USE ONLY

Misc. Receipt No.	Deposit Permit No.	Deposit Date	Total Amount Deposited
			Amount Due

EXHIBIT L

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, on a compound basis
Payment Check that is returned due to non-sufficient funds (Subsection 7.4)	Accounting Records	Monthly consideration	Bank notifications	\$100 service fee per check
Record Retention and Inspection/Audit Settlement Failure to retain financial records, employment and other records relating to the performance of the Contract. (Section 8.0)	Audits	Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Contract and accurate and complete employment and other records relating to its performance of the Contract.	Random Inspections	1) 10% to 20% of the total gross receipts for the period of time that the County determines the Contractor did not meet the requirements under this section and/or 2) termination of this Contract, 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	Contractor 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	Contractor 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 10.1)	Notification of proposed improvements	Notice of a proposed improvement project shall be provided to the Director in writing in accordance with Subparagraph 10.4, Plan Preparation, and 10.1, Capital Improvement Process, of the Contract 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
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 14.1 and 14.22)	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, Contractor 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

EXHIBIT L

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Parking (Subsection 14.9)	Number of vehicles per campsite, parking permits displayed	One (1) vehicle per campsite will be permitted beside the RV or camp space, with the exception of group camping areas. Parking permits must display an arrival and departure date and RV or Campsite number and must be displayed on the windshield of vehicles at all times. Up to two (2) motorcycles per site will be permitted.	Random Inspections	\$10 per day, per additional vehicle or no parking permit displayed
Habitation (Subsection 14.10)	Habitation	The RV Park shall not be used for human habitation other than as specified by a Rental Contract for an RV space, tent camping space, and/or group camping area.	Random Inspections	\$100 per day
Prices Failure to obtain written approval prior to enacting any price increases (Subsection 14.16.1)	Posting or charges of an unapproved price list	Any and all increases of rental rates must have prior written approval by the Director.	Random Inspections	\$100 per day and material breach of Contract
Prices Failure to maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services (Subsection 14.16.2)	Posting of pricing list	Contractor 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 RV Park.	Random Inspections	\$100 per day
Renter List (Subsection 14.16.5)	Receipt of Renter List	Contractor shall submit a Renter List, and a List of Monthly Occupants at the commencement of the Contract and at any other time upon 48-hour written notice from the Department	Receipt of Renter List	\$25 per day not received
Storage List (Subsection 14.16.6)	Receipt of Storage List	Contractor shall submit a Storage List at the commencement of the Contract and at any other time upon 48-hour written notice from the Department	Receipt of Storage List	\$25 per day not received
Sanitation Offensive matter, refuse, fire hazards, detrimental material to the public health on premises (Subsection 14.20)	Inspection of offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health	Contractor shall not allow 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 RV Park	Random Inspections	\$100 per occurrence

EXHIBIT L

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Emergency Plan (Subsection 14.31)	Receipt of and posting of the Emergency Plan	Contractor shall submit to Director an Emergency Plan prior to occupying the RV Park for review and approval. The approved Emergency Plan shall be posted at a visible location at the RV Park.	Random Inspections	\$25 per day that it's late and each day not posted at the RV Park
Pets (Section 14.32)	Number of pets per Rental Contract	Pets shall be limited to not more than three (3) adult dogs or cats or any combination thereof and no more than three (3) small animals, such as guinea pigs, rabbits, hamsters, or white mice, or any combination thereof, per Rental Contract.	Random Inspections	\$25 for additional pet, per day
Storage (Section 14.36)	Unauthorized vehicles or storage	Storage at the RV Park is limited to recreational vehicles, camping trailers, boats, and watercrafts.	Random Inspections	\$100 per unauthorized vehicle or storage
Events of Default The abandonment, vacation or discontinuance of operations on the RV Park for more than 2 consecutive days without approval thereof by the Director. (Subsection 15.11.1)	Discontinuance of operations	The abandonment, vacation or discontinuance of operations on the RV Park for more than two (2) consecutive days without approval thereof by the Director	Random Inspections	Default
Events of Default Failure of Contractor 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 15.11.2)	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 (Subsection 15.11.3)	Failure of Contractor to operate in the manner required by the Contract, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.	Contractor shall operate in a manner required by all terms and conditions of the Contract.	Random Inspections	Default
Events of Default (Subsection 15.11.4)	Failure to maintain the RV Park 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.	Contractor shall maintain the demised premises and improvements in a clean, sanitary, safe and satisfactory condition	Random Inspections	Default

EXHIBIT L

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Events of Default (Subsection 16.11.5)	Failure to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Contract, where such failure continues for more than thirty (30) days after written notice from the Director for correction.	Contractor shall keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Contract.	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 Contractor's policy expiration dates (Subsection 16.26)	Receipt of Certificates of Insurance at least 10 days prior to insurance expiration dates	Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 15.26 and 15.27 of the Contract.	Tracking of Insurance Certificates	\$25 per day after expiration of Certificate of Insurance and/or may constitute a material breach of the Contract
Non-Discrimination and Affirmative Action Violation of the non-discrimination provisions of the Contract (Subsection 16.28)		Contractor 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	County representatives access to the Contractor's employment/volunteer records during regular business hours to verify compliance with the provisions	\$500 for each violation and/or may constitute a material breach of the Contract upon which the County may terminate or suspend the Contract
Subcontracting (Subsection 16.36)		Contractor may not subcontract the requirements of the Contract without the advance written approval of the Director.		Material breach of the Contract
Transition Period (Subsection 15.37.1)	Transition Period	Prior to expiration of this Contract, the Contractor shall allow for a minimum six (6) month transition period for orientation purposes to ensure the orderly transition of the Contractor's current operation to a new operator, without additional costs to the County or the new operator.		County to retain 100% of the Security Deposit

EXHIBIT L

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Compliance with the County's Smoking Ban Ordinance (Section 16.0)	Random Inspections	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.	Random Inspections	\$25 per occurrence

EXHIBIT M

FRANK G. BONELLI RECREATIONAL VEHICLE PARK LIST OF PRICES

Amenity	Fees Effective 06/01/2019	Fees Effective 06/01/2020	
Daily RV Rates (Max. 6 campers) (Discounts for Good Sam, AAA, Senior and Military)	Preferred View Sites (A&F)	\$73 per day	No Change
	Preferred View Sites (B&C)	\$77 per day	No Change
	Preferred View Sites (all other)	\$62 per day	No Change
	Regular Sites (A&F)	\$63 per day	No Change
	Regular Sites (B&C)	\$67 per day	No Change
	Regular Sites (all other)	\$57 per day	No Change
Holiday Rates (Max. 6 campers) Three (3) night minimum stay and \$5 per night holiday premium charge to these holiday periods: New Year, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas			
Park Model RV (Max. 6 campers)	Weekday	\$175 per night	No Change
	Weekend/Holiday	\$195 per night	No Change
Vintage Style RV (Max. 4 campers)	Weekday	\$145	No Change
	Weekend/Holiday	\$165 per night	No Change
Group Travel Club Rates (10 or more RV sites, Max. 6 campers per site)	Preferred View Sites (A&F)	\$64 per day	No Change
	Preferred View Sites (B&C)	\$68 per day	No Change
	Regular Sites (A&F)	\$55 per day	No Change
	Regular Sites (B&C)	\$59 per day	No Change
Weekly Rates (20 day max. stay per 60-day period - based on 7 day minimum stay)	Preferred View Sites (A&F)	\$440 per week	No Change
	Preferred View Sites (B&C)	\$464 per week	No Change
	Preferred View Sites (all other)	\$369 per week	No Change
	Regular Sites (A&F)	\$380 per week	No Change
	Regular Sites (B&C)	\$404 per week	No Change
	Regular Sites (all other)	\$340 per week	No Change
Month-to-Month RV Rates	Monthly RV Rate	\$950 to \$1,275	\$1,000 to \$1,325
	Golf Cart Allowance (Max. 1)	\$35	No Change
Tent Camp Sites (Max. 4 campers)		\$30 per day	No Change
Group Camp Sites (Discounts to non-profit and educational groups)		\$250 per day	No Change
Rent My Tent Program (Max. 4 campers - 2 night minimum stay)		\$145 per night	No Change
RV/Boat Storage	Daily	\$10 per day	No Change
	Weekly	\$40 per week	No Change
	Monthly	\$125 per month	No Change
Meeting/Event Hall (Discounts to non-profit and educational groups)	Registered Campers (3 hrs.) - Registration Agreement Required	\$50	No Change
	Outside Guests (4 hrs.)	\$150	No Change
	Full day Rental	\$250	No Change
	Refundable cleaning deposit	\$200	No Change
Golf Cart Rentals		\$65 per day	No Change

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) X NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

X YES _____ NO _____ N/A (Program not available)

Proposer's Organization: Urban Park Concessionaires

Signature: _____

Print Name: _____

John W. Koeberer

Title: _____

President

Date: _____

September 20, 2018

Telephone No: _____

530.529.1512

Fax No: _____

530.529.4511

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2 203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name: Urban Park Concessionaires		
Company Address: 2150 Main Street, Suite 5, Red Bluff, CA 96080		
City:	State:	Zip Code:
Telephone Number: 530-529-1512		
Solicitation For _____ Services: Concession at Frank G. Bonelli Regional Park		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

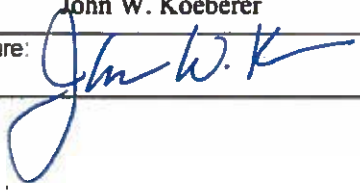
My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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: John W. Koeberer	Title: President
Signature: 	Date: September 20, 2018

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**


Company Name: Urban Park Concessionaires		
Company Address: 2150 Main Street, Suite 5, Red Bluff, CA 96080		
City:	State:	Zip Code:
Telephone Number: 530-529-1512	Email address: kkoerberer@calparksco.com	
Solicitation/Contract for <u>Concession at Bonelli Regional Park</u> Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: John W. Koeberer	Title: President
Signature: 	Date: September 20, 2018

REQUIRED FORMS - EXHIBIT 16

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION


Company Name: Urban Park Concessionaires		
Company Address: 2150 Main Street, Suite 5, Red Bluff, CA 96080		
City:	State:	Zip Code:
Telephone Number: 530-529-1512 Email address: kkoerberer@calparksco.com		
Solicitation/Contract for Services Concession at Bonelli Regional Park		

PROPOSER CERTIFICATION

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Section 8.55 (Integrated Pest Management Program Compliance) of the proposed Contract. The entire Countywide IPM Program is available at www.lacountyipm.org

Proposer acknowledges and certifies compliance with Section 8.55 (Integrated Pest Management Program Compliance) of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: John W. Koeberer	Title: President
Signature: 	Date: September 20, 2018

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

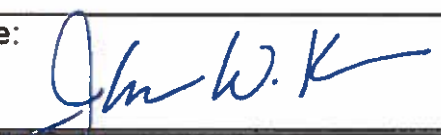
Company Name: Urban Park Concessionaires		
Company Address: 2150 Main Street, Suite 5, Red Bluff, CA 96080		
City:	State:	Zip Code:
Telephone Number: 530-529-1512	Email address: kkoerberer@calparksco.com	
Solicitation/Contract for <u>Concession at Bonelli Regional Park</u> Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: John W. Koeberer	Title: President
Signature: 	Date: September 20, 2018

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Urban Park Concessionaires Contract No. _____GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 3/19/19

PRINTED NAME: _____

Kris Koebler

POSITION: _____

Chief Operating Officer