



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

December 06, 2022

44 December 6, 2022

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

  
CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A LEASE AGREEMENT FOR THE  
MANAGEMENT, OPERATION, AND MAINTENANCE OF THE  
ALONDRA, DIAMOND BAR, LA MIRADA, MARSHALL CANYON, AND NORWALK GOLF  
COURSES  
(SUPERVISORIAL DISTRICT 1, 2, 4, and 5) (3-VOTES)**

**SUBJECT**

Approval of the recommended action will award a 15-year Lease Agreement to American Golf of Glendale for the management, operation, and maintenance of the Alondra, Diamond Bar, La Mirada, Marshall Canyon, and Norwalk Golf Courses, located throughout the County of Los Angeles, and amend four existing lease agreements to allow for pooling of capital improvement fund contributions.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board Letter and the record.
2. Approve and authorize the Director of Parks and Recreation, or her designee, to execute a 15-year Lease Agreement, effective January 1, 2023, with American Golf of Glendale for the management, operation, and maintenance of the Alondra, Diamond Bar, La Mirada, Marshall Canyon, and Norwalk Golf Courses in a form substantially similar to Attachment I and approved as to form by County Counsel. The Lease Agreement will result in an estimated \$71 million benefit to the County over the 15-year term in the form of rental fees and capital improvement fund contributions.
3. Authorize the Director of Parks and Recreation to amend, suspend, terminate, or assign rights or delegation of duties should the recommended Lessee merge, be acquired, or otherwise change entities, if deemed necessary and in accordance with the approved terms and conditions of the

Lease Agreement.

4. Authorize the Director of Parks and Recreation to amend the lease agreements currently operated by American Golf Corporation and its wholly-owned subsidiary American Golf of Glendale, which include the Knollwood, Lakewood, Los Verdes, and Whittier Narrows Golf Courses, to solely allow for all capital improvement fund contributions, effective upon the execution of the amendments and until each agreement expires, to be deposited into the Department of Parks and Recreation's pooled golf capital improvement fund, providing flexibility to use funds where there is a greater need at any of the golf courses contributing to the pooled fund.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County of Los Angeles' (County) golf course system is the largest municipal golf course system in the United States with 20 golf courses at 18 facilities from the San Gabriel Mountains to the cliffs of the Palos Verdes Peninsula. There are 1.8 million visitors and 1.2 million rounds of golf played at County golf facilities each year. Additionally, over 700 community members, including high school/college students, seniors, and retirees are employed by the golf course system.

In September 2017, the Board of Supervisors (Board) adopted a Motion instructing the Department of Parks and Recreation (Department), in consultation with the Chief Executive Office, to hire a golf industry consultant (Consultant) to examine and conduct a comprehensive analysis on all aspects of the County's golf course system and agreements. The Consultant's analysis and report resulted in a total of 21 recommendations for improved golf course operations. Part of the recommendations were the development of a strategic plan for the County's golf system, implementation of a unitary contract structure and pooling of capital improvement fund contributions. The Department released a Request for Proposals (RFP), which incorporated these recommendations as well as other applicable recommendations.

The recommended award of a Lease Agreement to American Golf of Glendale (AGG) includes five golf courses, namely, Alondra, Diamond Bar, La Mirada, Marshall Canyon, and Norwalk, collectively referred to as Golf Courses. These Golf Courses are currently operated under five separate agreements with four operators. The recommended action will bundle these Golf Courses into one Lease Agreement and one operator, which is a first step towards a unitary contract structure. Under this structure, all 18 County golf courses will eventually be under one lease agreement with one operator, which will enable the County to provide consistent delivery of products and services across all golf courses, mitigate operator risk while improving administrative efficiency, and achieve economies of scale.

The completed Comprehensive Golf Strategic Plan outlined strategic pillars, which was developed with the guiding principles of community benefit and diversity to ensure that each golf course adequately serves the users and the communities for which they belong. The recommended Lease Agreement includes community outreach and programming requirements that will continue to promote and encourage diversity and incubate local and underrepresented golf players.

The pooling of capital improvement fund contributions provides flexibility to use the funds where the need is greater at any golf courses contributing to the pooled fund. The capital improvement fund contributions from the Golf Courses, under the recommended Lease Agreement, will be deposited into the Department's pooled golf capital improvement fund. However, the capital improvement fund contributions for the Golf Courses prior to execution of the Lease Agreement will remain for the exclusive use in each of the respective golf courses. In addition, amending the existing Lease

Agreements for the four golf courses currently operated by American Golf Corporation/AGG, namely Knollwood, Lakewood, Los Verdes, and Whittier Narrows Golf Courses, will allow for the deposit of capital improvement fund contributions from these courses, as of the day of each amendment until each agreement expires, into the pooled golf capital improvement fund. However, the capital improvement fund contributions for the Knollwood, Lakewood, Los Verdes, and Whittier Narrows Golf Courses prior to execution of the amendments will remain for the exclusive use in each of the respective golf courses. No other terms and conditions will be revised, added or deleted, as a result of the recommended amendments.

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and will enable the Department of Parks and Recreation (Department) to provide continued and uninterrupted service at the Alondra, Diamond Bar, La Mirada, Marshall Canyon, and Norwalk Golf Courses.

### **Implementation of Strategic Plan Goals**

The recommended Lease Agreement will further the County's Strategic Plan, Strategy II.2 Support the Wellness of Our Communities, Objective II.2.2 Expand Access to Recreational and Cultural Opportunities, Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.1 Maximize Revenue, and Objective III.3.2 Manage and Maximize County Assets by expanding recreational opportunities and maximizing the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

Approval of the recommended actions will result in additional benefit to the County in the form of rental fees and Capital Improvement Funds for the Golf Courses in an estimated amount of \$71 million over the proposed 15-year term of the recommended Lease Agreement, based on the rental fee schedule outline below:

- Green Fee, Cart Fee, Range, Senior Cards, and Tournament Fees 28%
- Sale, Repair, Rental of Golf Related Merchandise, Vending Machine, Sales and/or Commissions, Other Miscellaneous Sales 6%
- Food, Non-Alcoholic Beverage, and Banquet Service Charges 8%
- Liquor 10%
- All Rooms/Facility Rentals 25%

Of the total fee revenue of approximately \$71 million, over the proposed 15-year term, an estimated amount of \$51 million will be deposited into the Department's Golf Operating Special Revenue Fund. An estimated amount of \$20 million will be deposited into the Department's Golf Capital Improvement Fund to be used for golf course improvements at any County Golf Course included in the Department's Capital Fund. In addition, AGG shall contribute \$750,000, which will be deposited into the Department's Golf Course Capital Improvement Fund to be used for golf course improvements at the Golf Courses under this Lease Agreement.

AGG shall provide and pay for water, electricity, gas, telephone, and internet services needed to serve the Golf Courses, except for the water costs at Alondra and Marshall Canyon Golf Courses. The Alondra and Marshall Canyon Golf Courses share a water meter with an adjacent County Park and the water costs for these facilities cannot be separated, as such the County is responsible for the water cost at these facilities.

## OPERATING BUDGET IMPACT

Based on the terms of the recommended Lease Agreement, it is estimated that the Golf Operating Special Revenue Fund will realize estimated rent revenues of \$1.7 million in Fiscal Year (FY) 2022-23 (six months) and \$3 million in FY 2023-24. The Department will work with the Chief Executive Office to adjust the Operating Budget revenue from golf operations as part of the budget process in the appropriate fiscal year.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Board is authorized by the provision of Government Code Section 25907 to lease Department real property to any person, form, or corporation for concessions and services consistent with public Department purposes. The proposed Lease Agreement is consistent with said purpose.

The Golf Courses are currently being operated pursuant to four separate leases and one management agreement. The existing agreement for each respective facility has expired and has been in month-to-month status for varying periods of time, as identified on Attachment II, Golf Course Terms. Additionally, the Los Angeles County Metropolitan Authority has begun improvements to the SR-57 and SR-60 freeways, which has caused the temporarily closure of the Diamond Bar Golf Course. The Diamond Bar Golf Course is being reconfigured and is tentatively scheduled to reopen in the Spring of 2023.

American Golf of Glendale (AGG) is a wholly owned subsidiary of American Golf Corporation (AGC), the current operator of two of the golf courses in this Lease Agreement.

The County maintains databases that track/monitor the contractor's performance history. Information entered into such databases may be used for a variety of purposes. No negative information was found for AGG.

The AGG will provide the required insurance policies prior to the start of the Lease Agreement, naming the County as additional insured.

County Counsel has approved the Lease Agreement as to form.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions are administrative activities of government and would create government funding mechanisms that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment or direct or indirect physical changes to the environment.

## **CONTRACTING PROCESS**

On July 12, 2021, the Department released an RFP for the management, operation, and maintenance of the Golf Courses. A notice was posted on the County's "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. Additionally, in conjunction with the Consultant, the Department compiled a list of golf course operators and sent an electronic mail to over 30 potential proposers nationwide. On September 29, 2021, the Department received five proposals; however, none of the proposals were determined to be viable. Therefore, in the best interest of the County, the RFP was cancelled. The Department in turn worked closely with County Counsel and the Consultant to revise the RFP's minimum requirements.

Subsequently, on December 14, 2021, the Department released a revised RFP and a new notice was posted on the County's "Doing Business with Us" website along with resending an electronic mail to potential proposers nationwide.

On February 1, 2022, the Department received three proposals. Each proposal was reviewed by the Department's staff to ensure compliance with mandatory minimum requirements outlined in the RFP. One proposal did not meet the minimum requirements of the RFP and was disqualified. The remaining two proposals moved on to the evaluation stage, which consisted of two phases. For phase I, the Evaluation Committee consisted of three members selected by the Department. For phase II, the Evaluation Committee consisted of three members of the Department's executive management.

Utilizing the Informed Averaging Scoring methodology, the Evaluation Committee for phase I evaluated the proposals based on the criteria identified in the RFP, which included: proposer's qualifications, quality of financial proposal, proposer's vision, operating model and capital plan, proposer's alignment of and support for strategic plan, and acceptance/exceptions to the terms and conditions of the Sample Lease Agreement. For phase II, Evaluation Committee evaluated the proposers through an interview that included a series of questions designed to evaluate the responsiveness of each proposer to the requirements of the RFP.

Based on the evaluation of proposals, it is recommended that the Lease Agreement for the management, operation, and maintenance of the Alondra, Diamond Bar, La Mirada, Marshall Canyon, and Norwalk Golf Courses be awarded to American Golf of Glendale.

The Department received one request for debriefing from the non-selected proposers; there was no protest resulting from this solicitation.

It should be noted that upon final analysis and award, American Golf of Glendale was selected without regard to gender, race, creed, or color.

The Department worked extensively with County Counsel and outside counsel to strengthen the Force Majeure Language included in the Lease Agreement. Through this language, no Force Majeure event shall excuse AGG of its obligations to maintain, repair, and keep the premises in good condition, or excuse AGG's obligation to pay utilities, other charges, and Percentage Rent. Further, AGG must show that any failure to perform due to a Force Majeure event is totally beyond its control and without any fault or negligence of AGG.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

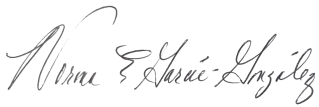
There will be no impact on current public services.

**CONCLUSION**

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

Should you have any questions please contact Ms. Sandra Salazar at (626) 588-5266 or via email at [ssalazar@parks.lacounty.gov](mailto:ssalazar@parks.lacounty.gov), Mr. Ruben Lopez at (626) 588-5278 or [rlopez@parks.lacounty.gov](mailto:rlopez@parks.lacounty.gov), or Ms. Kimberly Rios at (626) 588-5368 or [krios@parks.lacounty.gov](mailto:krios@parks.lacounty.gov).

Respectfully submitted,



Norma E. Garcia-Gonzalez  
Director

NEGG:AB:MRRL:SS:AR:rc

Enclosures

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

## Current Golf Course Operators and Expiration Dates

| <b>Golf Course</b>          | <b>Operator</b>                    | <b>Contract Expiration Date</b> |
|-----------------------------|------------------------------------|---------------------------------|
| Alondra Golf Course         | Alondra Golf Course, Inc.          | 03/31/2009                      |
| Diamond Bar Golf Course     | American Golf Corporation          | 12/31/2016                      |
| La Mirada Golf Course       | American Golf Corporation          | 05/31/2017                      |
| Marshall Canyon Golf Course | Marshall Canyon Country Club, Inc. | 04/30/2007                      |
| Norwalk Golf Course         | CourseCo, Inc.                     | 10/30/2022                      |



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OF THE  
ALONDRA  
DIAMOND BAR  
LA MIRADA  
MARSHALL CANYON  
NORWALK  
COUNTY GOLF COURSES**

**BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES  
AND  
AMERICAN GOLF OF GLENDALE**

**2023**

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ALONDRA, DIAMOND BAR, LA MIRADA, MARSHALL CANYON, AND  
NORWALK COUNTY GOLF COURSES**

This Lease Agreement ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as County and American Golf of Glendale, hereinafter referred to as "Lessee",

**R E C I T A L S**

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

**WHEREAS**, a Lease Agreement (Agreement) of the overall management, operation, maintenance of grounds and facilities, collection of fees, and provision of golf professional, food and beverage services, and containing appropriate controls to ensure public use of the facilities is consistent with said purposes at the Alondra, Diamond Bar, La Mirada, Marshall Canyon, and Norwalk County Golf Courses (*Golf Courses*); and

**WHEREAS**, County and Lessee agree that the primary objective for Lessee's performance under this Agreement is to maximize the public use of Golf Courses and the revenue to be received by the County as a result thereof; and

**WHEREAS**, although the Golf Course Operations Manual of the County of Los Angeles Department of Parks and Recreation is attached hereto as Exhibit B, it is the intention hereof that the provisions in the text or body of this Agreement shall prevail over any inconsistent provisions in said manual.

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A through K are attached hereto and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

|              |                                                       |
|--------------|-------------------------------------------------------|
| EXHIBIT A1-1 | Demised Premises Alondra Golf Course                  |
| EXHIBIT A1-2 | Course Description Alondra Golf Course                |
| EXHIBIT A2-1 | Demised Premises Diamond Bar Golf Course              |
| EXHIBIT A2-2 | Course Description Diamond Bar Golf Course            |
| EXHIBIT A2-3 | Diamond Bar Golf Course Statement of Work             |
| EXHIBIT A2-4 | Diamond Bar Golf Course Expense Reimbursement Matrix  |
| EXHIBIT A3-1 | Demised Premises Norwalk County Golf Course           |
| EXHIBIT A3-2 | Course Description Norwalk County Golf Course         |
| EXHIBIT A4-1 | Demised Premises La Mirada County Golf Course         |
| EXHIBIT A4-2 | Course Description La Mirada County Golf Course       |
| EXHIBIT A5-1 | Demised Premises Marshall Canyon County Golf Course   |
| EXHIBIT A5-2 | Course Description Marshall Canyon County Golf Course |
| EXHIBIT B -  | Department Golf Course Operational Manual             |
| EXHIBIT C -  | County Fees and Charges                               |
| EXHIBIT D -  | Maintenance Specification                             |
| EXHIBIT E -  | Covid-19 Vaccination Certification of Compliance      |
| EXHIBIT F -  | Safely Surrendered Baby Law                           |
| EXHIBIT G -  | County's Smoking Ban Ordinance                        |
| EXHIBIT H -  | Advertisement/Promotional/Logos                       |
| EXHIBIT I -  | Monthly Revenue Statement                             |
| EXHIBIT J -  | Performance Requirements Summary                      |
| EXHIBIT K -  | Vending Machine Nutrition Policy                      |

## 2.0 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
- 2.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
  - 2.2.1 **Agreement:** This agreement executed between County and Lessee. Included are all supplemental agreements amending or extending the service to be performed. The Agreement sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
  - 2.2.2 **Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
  - 2.2.3 **Beverage:** Any liquid prepared by flavoring, heating and/or mixing in advance of consumption thereof.
  - 2.2.4 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
  - 2.2.5 **Building/s:** Any structure that is intended for shelter and/or has a roof and walls especially a permanent structure. It can be any structure that is designed or intended for support, enclosure, shelter or protection of person, animals or property having a permanent roof that is supported by columns or walls.
  - 2.2.6 **Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.
  - 2.2.7 **Capital Improvement:** any permanent addition to or betterment of real property, which as determined by the Director, enhances its capital value and involves the

expenditure of labor or money and is designed to make the property more useful, valuable and extends the useful life and/or increases the capacity of the *Golf Courses* facility(ies), as distinguished from ordinary repairs.

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

2.2.9 **Lessee:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Agreement.

2.2.9 **Department:** The Los Angeles County Department of Parks and Recreation or an authorized representative thereof.

2.2.10 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation and/or his designee and/or an authorized representative thereof.

2.2.11 **Golf Course Operation:** The privilege of engaging in the golf activities authorized herein on the public property designated, therefore.

2.2.12 **Gross Receipts:** Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be all money, cash receipts, assets, property or other things of value, including but not limited to: gross charges, sales, rentals, fees and commissions made or earned by Lessee 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 premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise. Gross receipts shall include the amount of any manufacturers or importer's excise tax included in the prices of any property or material sold, even though the manufacturer or importer is also the

retailer thereof, and it is immaterial whether the amount of such excise tax is stated as a separate charge.

- a. There shall be no deduction from gross receipts for any overhead cost or expense of operations, such as, but without limitation to salaries, wages, and costs of goods, interest, debt amortization, credit, collection costs, and discount from credit card operations, insurance and taxes.
- b. Except as specifically provided below, gross receipts reported by Lessee must include the full usual charges for any services, goods, rentals or facilities provided by Lessee. Gross receipts shall not include the following: direct taxes imposed upon the consumer and collected there from by the Lessee such as, Federal, State, or Municipal retail sales taxes, or related direct taxes, which are direct taxes paid periodically by Lessee to a governmental agency accompanied by a tax return statement.
- c. The Director, by policy statement consistent with recognized and accepted business and accounting practices, upon consultation with Lessee, and with the approval of the Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.
- d. Notwithstanding this Section 2.2.12 hereinabove, and in order to continue the programming and support for inner-city junior golf, the GCIF, Junior Tournament Fee revenue collected at the Golf Courses and the MCAPEX contribution will be exempt from gross receipts calculation and exempt from percentage rent.

2.2.13 **Gross Sales Price:** The total consideration resulting from the transfer of Lessee's interest in the concession, or portion thereof, determined by the total cash payments, or the fair market value of Lessee's interest in the concession, 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.

2.2.14 **Inclement Weather:** Weather conditions that include, but are not limited to, rain, flooding, extreme cold or heat, that may impair travel conditions, cause power outages, or otherwise impede public safety or make opening a facility impossible or more difficult.

2.2.15 **Liquor:** Alcoholic beverages as defined in the State Alcoholic Beverage Control Act

2.2.16 **Maintenance Capital Expenditures (MCAPEX):** Expenditures related to extending the life or maintaining the condition of existing assets that sustain current revenues and profits. MCAPEX does not include general, deferred maintenance or Capital Improvement Projects.

2.2.17 **Percentage Rental Due:** For the purposes of this Agreement, the words "percentage rental due" mean the Lessee's liability for a specific number of years under review as determined by the calculation of rental due to County through the application of the percentages set forth in Section 6.0, Consideration, of this Agreement.

2.2.18 **State:** The State of California.

2.2.19 **Trade Fixture/s:** Are installed by a tenant under the terms of an Agreement and are used in the business of the tenant. Trade fixtures are removable by the tenant before the Agreement expires, however, the tenant is liable for any

damages caused by such removal. They are distinguished from other fixtures which are considered improvements to real property and which must be left intact when the tenant vacates the premises. In the U.S., a sale of land generally includes any permanent fixtures, unless an item is expressly excluded. Trade fixtures are an exception to this general rule.

- 2.2.20 **Structure/s:** Is defined as 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.
- 2.2.21 **Subcontract:** An agreement by the Lessee to employ a subcontractor to provide services to fulfill this Agreement.
- 2.2.22 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Lessee in furtherance of Lessee's performance of this Agreement, at any tier, under oral or written agreement.
- 2.2.23 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.2.24 **County Project Manager:** Person designated by County's Project Director to manage the operations under this agreement.
- 2.2.25 **County Agreement Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Lessee.
- 2.2.26 **County Project Director:** Person designated by County with authority for County on contractual or administrative

matters relating to this agreement that cannot be resolved by the County's Project Manager.

2.2.27 **Day(s):** Calendar day(s) unless otherwise specified.

2.2.28 **Lessee Project Manager:** The person designated by the Lessee to administer the Agreement operations under this Agreement.

2.2.29 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.2.30 **Agreement Year:** The 365-day period beginning on the commencement date of this Agreement and each following 365-day period thereafter throughout the term of this Agreement.

### **3.0 DEMISED PREMISES**

- 3.1 County hereby leases to Lessee for its management, operation, and maintenance of a golf course upon the designated grounds within the real property consisting of Alondra, Diamond Bar, La Mirada, Marshall Canyon and Norwalk Golf Courses, hereinafter referred to as the *Golf Courses*.
- 3.2 The Demised Premises, as shown on the attached Exhibit A1-1, A2-1, A3-1, A4-1, and A5-1, which by this reference are incorporated herein, shall be used only and exclusively for *Golf Courses'* operations and such other purposes as are related thereto provided express approval therefore is granted by the Director or Designee for no other purposes whatsoever.
- 3.3 Lessee acknowledges personal inspection of the demised premises and the surrounding areas and evaluation of the extent to which the physical condition thereof will affect the operation of the *Golf Courses*. Lessee accepts the demised premises in its present condition and agrees to make no demands upon County for any improvements or alteration thereof, except as otherwise set forth in this Agreement hereinafter.

- 3.4 Any improvements, additions, alterations or changes to the demised premises shall be subject to: prior written approval by the Director or Designee; securing of all applicable permits by Lessee; and compliance with such terms and conditions as may be imposed thereon by the Director. All such construction shall be at the Lessee's expense with the exception of projects agreed to by Director to be funded from the Capital Improvement Program Fund or Golf Course Improvement Fund.
- 3.5 Lessee hereby acknowledges the title of County, and/or any other public agencies having jurisdiction thereover, in and to the demised and licensed premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 3.6 Ownership of all structures, building or improvements constructed by Lessee upon the demised premises and all alterations, additions or betterments thereto, shall remain with the Lessee until termination of this Agreement. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise ownership thereto shall vest in County, without compensation being paid therefor, and such structures, buildings and improvements shall be surrendered with the demised premises, unless demand for the removal thereof should be given by the Director at least ninety (90) days prior to the date of termination. Should Lessee fail to remove said structures, buildings and improvements, same may be sold, removed or demolished by the County, Lessee 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.

#### **4.0 LESSEE'S BASIC OBLIGATION FOR ALL GOLF COURSES**

##### **4.1 Golf Professional Services**

###### **A. Use Granted**

Lessee is hereby authorized and required to sell, rent, store and/or repair golf equipment, clothing and supplies; provide

instructional services in the play of golf; rent golf carts and operate a driving range.

**B. Merchandise**

Lessee shall provide and maintain the necessary inventory of golf merchandise required to meet the needs of the public, therefore.

**C. Golf Instruction**

Golf shall be taught only by qualified instructors whose qualifications have been approved in writing by the Director. Golf instructors shall observe the rules and regulations for the play of golf on County golf courses as shown in the Golf Course Operations Manual, Exhibit B.

**D. Golf Carts**

1. Lessee shall provide at a minimum the number of power-driven golf carts stated in Exhibit A1-2, A2-2, A3-2, A4-2, and A5-2. Lessee may propose to provide fewer carts based on demand. The proposal must be submitted in writing for review and approval at the Director's sole discretion. In addition, Lessee shall provide enough manually operated golf carts to meet public demand at the Demised Premises. The Lessee may prohibit the use of golf carts on the *Golf Courses* whenever weather conditions expose the user to danger or the golf course to damage arising from the operation thereon. All golf carts and the maintenance thereof shall comply with the specifications and maintenance requirements set forth in this Agreement.
2. Pursuant to the Department's commitment to non-discrimination on the basis of disability, the Lessee shall make available at least one (1) equally accessible golf cart to the facility that is operational at all times, except as prohibited by D.1 above and in addition to the total number of golf carts identified in Exhibit A1-2, A2-2, A3-2, A4-2, and A5-2.

**E. Junior Golf Program**

1. Lessee shall cooperate with the Director in the promotion of the Department's Junior Golf Program by providing without charge to County or participants therein group lessons, range balls, general golf instruction and junior

tournaments. The number of tournaments is identified in Exhibit B, Golf Course Operations Manual.

2. Within the first year from the beginning of this Agreement, the Lessee is required to implement a Junior Golf Training Program satisfactory to the County.

#### **4.2 Clubhouse/Coffee Shop**

##### **A. Use Granted**

Lessee is hereby authorized and required to sell food and beverages within the Demised Premises of each golf course. The Lessee shall comply with all local, State, and Federal regulations related to the sale of food and beverages.

##### **B. Lessee's Staff**

Lessee shall not employ as a member of its food and beverage staff any person who cannot produce a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis. "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 State Business and Professions Code or a notice from a public health agency that indicates freedom from active tuberculosis.

##### **C. Days and Hours of Operation**

Lessee shall open the coffee shop at each of the *Golf Courses* for business each and every day no later than thirty (30) minutes before the first golfer begins play. The coffee shop shall remain open throughout the day and shall be closed no sooner than thirty (30) minutes after the last golfer finishes play. Lessee may be permitted to close during periods of inclement weather with prior notification provided to the Director or Designee. Any changes in the days and hours of operation

heretofore prescribed shall be subject to written approval by the Director or Designee.

D. Merchandise

Lessee shall provide and maintain the necessary inventory of food and beverage merchandise required to meet the needs of the public at each of the *Golf Courses*. All foods and beverages sold or kept for sale shall conform to the Federal, State, and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Lessee and all merchandise kept on hand by Lessee shall be stored and handled with due regard for sanitation. In the event food and beverage merchandise are below the standard of that of similar public golf courses in the area, the Director shall have the right to order the improvement of the quality of any food and beverage kept or offered for sale.

**4.3 Banquet/Facility Rentals**

A. Use Granted

1. Lessee is hereby required to use best efforts to maintain and operate banquet services at the same level as comparable golf courses at Alondra, Diamond Bar and La Mirada Golf Courses within three (3) months of the execution of this Agreement unless approved by the Director. Banquet Services is defined as the marketing, sales and execution of a banquet business that includes but is not limited to offering food, beverage, liquor, equipment and facility rentals for special events, celebrations, and/or conferences. Lessee shall employ at least one full-time salesperson and additional support staff to manage the marketing, sales and execution of Banquet Services.
2. Lessee is hereby required to use best efforts to maintain and operate facility rentals at the Norwalk and Marshall Canyon Golf Courses within three (3) months of the execution of this Agreement, including

marketing, sales and execution of facility rental business, unless otherwise approved by the Director.

#### **4.4 Starter Services and Marshaling**

##### **A. Use Granted**

1. Lessee is hereby required to render and provide each *Golf Course* with starter services including, but not limited to: the collection of green fees; collection of tournament fees; taking online, telephone and in person reservations, and recording on starter sheet; place golfer names on call-sheet as necessary; send golfers to the tee and start them off at proper intervals in groups of five, four, three, two or as a single player as applicable; receive and process requests from groups for tournaments, book tournaments and collect appropriate fees fifteen (15) days prior to tournament starting date; take all reasonable actions as necessary to speed play on course; enter golfers names on starter sheet and issue cash register receipt to each golfer as payment is received for greens fee; total all golf starter sheets at the end of each day's play and reconcile with fee category totals on cash register detail tape; open and close the *Golf Courses* at appropriate times; maintain daily log book detailing number of rounds played by fee categories and total amount of cash collected by fee category. Totals from the daily logbook on the number of rounds of play by fee categories shall be submitted to the Director on a monthly basis within 5 days of the final day of the prior month.
2. Lessee acknowledges that major tournaments are currently and customarily held at the *Golf Courses* and agrees to continue to accommodate and encourage such tournaments and to favorably consider suggestions for additional events

intended to accommodate the public, increase golf play at the course, and otherwise mutually benefit the parties hereto. Lessee shall schedule reserved starting times for tournaments in accordance with established procedures as indicated in Exhibit B, Golf Course Manual.

3. Lessee shall implement at each Golf Course a marshaling program designed to speed-up play and said program shall be approved by the Director or Designee. Lessee shall provide for a minimum of twenty-four (24) hours of marshaling on a weekly basis, on busy weekdays and all weekends and holidays additional hours may be required, as determined by the Lessee. The Lessee shall provide access to golf carts and trained golf course marshals for said program.
  - a. The marshals shall be trained to assist as well as monitor the golfer and to expedite play on the course. The marshal may be a paid employee or a volunteer. The marshal shall work with the golf starter and be part of the golf shop team and must be trained and easily identifiable on the course.
  - b. The marshals' carts shall be maintained with the regular golf cart fleet. These carts, whether powered by electric or gas engines, must carry the following equipment: roof, cargo box, and any modifications as necessary to carry the special equipment hereinafter listed.
  - c. Marshals' Carts Special Equipment  
All carts are to carry special equipment as follows: first aid kit with blanket, fast play hand-out cards, scorecards, pencils, golf rule book, and communication equipment (walkie-talkie or comparable item).

B. Days and Hours of Operation

Lessee shall keep the starter's office open every day, including Sundays and Holidays. The minimum hours of operation shall be half (½) hour before sunrise to sunset on weekdays, weekends, and holidays. Any changes in the days and hours of operation heretofore prescribed shall be subject to written approval by the Director or Designee.

C. Equipment

If not otherwise provided, Lessee shall provide scorecards of which scorecards shall be subject to prior written approval by the Director or Designee. Lessee shall provide the cash register, cash register tape, golf pencils and daily starter sheets required for the Lessee's performance pursuant to the terms of this Agreement.

**4.5 Golf Course Advertising**

- A. In accordance with the guidelines identified in Paragraph 14.1 hereinafter and at the Lessee's sole cost, the Lessee shall publish, at a minimum and on a semi-annual basis, a printed advertisement promoting each of the *Golf Courses*. Such printed advertisement shall be not less than 4" x 5" in size and shall be published in a local or regional periodical or golf publication.
- B. The Lessee shall maintain a current website to be used in the promotion of the *Golf Courses*. The website may be specific to the *Golf Courses* or may be a link from the Lessees' company website.
- C. Advertisements outside of the Lessee's scope of services and products offered at the *Golf Courses* are prohibited. This includes but is not limited to advertising on, scorecards, benches, tee signs, ball washers, and/or carts.
- D. The Lessee shall establish and maintain an electronic reservation system that also includes a link to the County of

Los Angeles Department of Parks and Recreation's Website. In addition, should the County develop and implement a website to promote the Los Angeles County Golf System, it may, at its sole discretion, provide a link from said website to the Lessee's *Golf Courses* website and reservation system (Paragraph 14.26 hereinafter).

#### **4.6 General Maintenance**

##### **A. Buildings and Equipment**

1. Lessee shall, at its sole cost, keep and maintain the demised premises and all structures, improvements, fixtures, trade fixtures, equipment and utility systems, which may now or hereafter exist thereon, in good operable, useable and sanitary order and repair and in a good safe condition throughout the term of this Agreement, making such repairs and replacements, and doing such rebuilding and restoration as may be required to comply with the requirements of this Agreement.
2. Should Lessee fail, after a ten (10) day notice from the County of the need thereof, to perform its obligations required hereunder, County in addition to all other available remedies may, but shall not be so obliged, enter upon the Demised Premises and perform Lessee's said failed obligations, using any equipment or materials on the Demised premises suitable for such purposes. Lessee shall forthwith on demand reimburse County for its costs so incurred, including direct and indirect overhead.
3. It is hereby understood and agreed by Lessee that the County does not have any duty nor shall it be called upon to make any improvements, replacements or repairs whatsoever to the demised premises and to any structures,

improvements, fixtures, trade fixtures, equipment and utilities during the term hereof.

B. Grounds Maintenance

1. The Lessee shall have the exclusive duty, right and privilege to mow, edge, trim, over seed, fertilize, aerate, irrigate, sod, change cups, service tees, top-dress, repair divots, rake traps, spray, mop, spot irrigate, syringe and renovate turf and shrub areas designated hereunder, as well as to provide weed control, disease and pest control, tree maintenance, irrigation system maintenance including main lines, pumps, boosters and controllers, keep swales in good repair and the necessary maintenance of any appurtenant structures and equipment, and other duties as set forth in the attached Exhibit D, General Maintenance Specifications for each golf course.

The use of glyphosate-based products for herbicide control is prohibited at all County facilities.

2. In regard to the level of maintenance, all work shall be performed in accordance with the highest industry-wide golf course maintenance standards at the established frequencies, so as to maintain the aesthetic level of the *Golf Courses* with that of similar public golf courses in the area. Standards and frequencies may be modified from time to time as deemed necessary by the County for the proper maintenance of the *Golf Courses*.

- Monthly Golf Course inspections of all areas included in this Agreement shall be made by the County.
- The Lessee shall provide a maintenance foreman and maintenance crew at each of the *Golf Courses* at all times during business hours. All of the Lessee's maintenance personnel shall be supervised by a Class "A"

superintendent. The superintendent must meet all qualifications as described in Exhibit B, Golf Course Operations Manual. The Lessee shall employ sufficient personnel to perform the work as required by the Agreement. All personnel shall be clean and neat at all times and wear appropriate clothing.

3. The Lessee shall provide the County with the names and telephone numbers of at least two (2) qualified persons who can be called by County representatives when emergency maintenance conditions occur outside the *Golf Courses* hours of operation. The County shall call for such assistance only in the event of an emergency. This section 4.5.B.3 does not apply to conditions rendering the course unusable as otherwise set forth herein.

4. When play has been temporarily suspended in any Golf Course due to inclement weather conditions, the decision on when to allow play to resume and when to allow carts to go out on the course will be at the Lessee's discretion.

5. Equipment and materials to be provided by the Lessee:

a. The Lessee, at its own cost and expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill this Agreement and to accomplish an acceptable and professional level of maintenance. This equipment, supplies and materials shall include but not be limited to:

- i. all necessary gas, oil and spare parts for all equipment.
- ii. all necessary top dressing, seed, fertilizers, fungicides, insecticides and herbicides.
- iii. parts necessary for the repair and maintenance of all irrigation systems.

- iv. tee towels, soap, ball washers, putting green cups and flags, benches, trap rakes, tee markers, tee mats, trash receptacles, cleat brushes, and all other pertinent golf course equipment.
- v. materials for the installation and maintenance of French drains.
- vi. USGA or similar bunker-sand for traps on an as- needed basis as determined by the Director or Designee.
- b. The Lessee shall secure the County's approval of the type of each supply, material, or equipment prior to its use or installation on golf course facilities.

#### **4.7 Maintenance Capital Expenditure (MCAPEX) Contributions**

- 4.7.1 MCAPEX shall include expenditures related to extending the life or maintaining the condition of existing assets. MCAPEX shall not include general or deferred maintenance or Capital Improvement Projects.
- 4.7.2 The Lessee shall contribute 1.5% of the total annual gross revenue for MCAPEX for each Golf Course.
- 4.7.3 The Lessee shall submit an annual MCAPEX plan for each Golf Course to the Department. The MCAPEX expenditures require prior County approval but are not subject to the County's minimum bid requirements. The MCAPEX plan may be amended throughout the given year with prior written approval from the Director or Designee.
- 4.7.4 The Lessee shall prepare and submit to the Department a cost expenditure report for each golf course at the end of each Agreement year. The report should itemize all the MCAPEX improvements completed throughout the year and should total a minimum of 1.5% of the total annual gross revenue.

#### **4.8 Notice of Non-Performance**

##### **A. Liquidated Damages**

If the Director or Designee determines that there are deficiencies in the performance of this Agreement, the Director or Designee shall provide a Notice to Cure to the Lessee to correct the deficiency. The Lessee shall have ten (10) days upon receipt of written notification to correct the deficiency, except for repair of leaking valves, which must be corrected within twenty-four (24) hours following notification. If said deficiency is not corrected within the ten (10) day period, or the twenty-four (24) hour period as applicable, the sum of Two Hundred Fifty Dollars (\$250.00) is hereby agreed upon as the amount of damages that shall be sustained by the County for each day that the deficiency exists.

##### **B. County's Right to Enter**

Should the Lessee fail, after a ten (10) day "Notice to Cure" from the County of the need thereof, to perform its obligations hereunder, the County in addition to all other available remedies may, but shall not be so obligated, enter upon the demised premises and perform Lessee's said failed obligations using any equipment or materials on the premises suitable for such purposes. Lessee shall forthwith on demand, reimburse County for its cost so incurred including direct and indirect overhead.

#### **5.0 TERM OF AGREEMENT**

- 5.1** The term of this Agreement shall be for fifteen (15) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

**5.2** The County will have the sole option to extend this Agreement term for up to one additional five (5) year period and six (6) month to month extensions, for a maximum total Agreement term of 20 years and 6 months. Each such extension option may be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

## **6.0 CONSIDERATION**

**6.1** Lessee shall pay a monthly amount equal to the greater of the minimum rent or the sum of the gross percentages of the total monthly gross receipts received from the following categories:

- Green Fees
- Tournament Fee
- Senior Cards
- Driving Range
- Golf Cart Rentals
- Food & Non-Alcoholic Beverages
- Banquet Service Charges
- Room Rentals
- Alcohol
- Sale/Repair of Golf Related Equipment
- Equipment Rental/Other Income

**6.1.1** Pursuant to Sections 6.1 above, the percentages of rent of the monthly gross receipts to be used during the term of this Lease are identified in the table below:

| <b>Minimum Rent Percentages</b>                                                                                   |             |
|-------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Operating Year:</b>                                                                                            | <b>1-15</b> |
| <b>Greer Fees, Tournament Fees, Senior Cards, Driving Range, Golf Carts Rentals</b>                               | <b>28%</b>  |
| <b>Facility/Rooms Rental, all Ancillary Services and related equipment, Parking Lot Rentals, and Filming Fees</b> | <b>25%</b>  |
| <b>Liquor</b>                                                                                                     | <b>10%</b>  |
| <b>Banquet Service, Food and Non-Alcohol Beverages</b>                                                            | <b>8%</b>   |

|                                                                                                                                |            |
|--------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Sale, Repair, Rental of Golf Related Merchandise, Vending Machine Sales, Commissions, Miscellaneous Sales, and/or Other</b> | <b>6%</b>  |
| <b>No Shows</b>                                                                                                                | <b>50%</b> |

- 6.2 The monthly minimum rent shall be established commencing the fourth (4<sup>th</sup>) year of the term of the Agreement by multiplying the rent received by the County during the third (3<sup>rd</sup>) year of the Agreement by 80% and then dividing that amount by twelve (12). Thereafter, the monthly minimum rent shall be adjusted every three (3) years on the anniversary of the commencement of the Agreement. The adjusted monthly minimum rent shall not be less than the previous monthly minimum rent.

For the entire term of the proposed Agreement, ten percent (10%) of the monthly gross receipts collected for green fees, tournament fees, and senior cards shall be deposited into the Capital Improvement Program Fund (CIPF).

- 6.3 Lessee agrees to pay one dollar of each paid tournament registration fee collected to the County in order to assist with funding the County's Junior Golf Program (JGP).

6.3.1 Lessee shall report, by separate line item, the aggregate of said payments derived from monthly tournament registration fees in the monthly revenue statement that accompanies the regular monthly rent payment as required by this Agreement.

6.3.2 County agrees to use such funds for its JGP only and shall make every reasonable attempt to provide junior camps, clinics, tournaments and other special events as frequently as possible in accordance with its goals to serve all golf courses within its system.

- 6.4 The parties acknowledge and agree that the County previously established a Golf Course Capital Improvement Program Fund

(CIPF) for the demised premises. Said CIPF names, and is administered by, County as its sole trustee. The distribution of monies deposited, and any interest earned thereon, shall be based on County's and Lessee's approved Capital Improvement Program (CIP) as set forth in Section 10 hereinafter. All funds received by the County and deposited by the County into the CIPF for the *Golf Courses* prior to the commencement of the Agreement shall continue to be used exclusively at the demised premises. All funds collected by the County upon and after commencement of this Agreement, shall be deposited into the general CIPF and used for capital improvement projects throughout the County's golf course system, except as stated in Section 10.8.

6.4.1 The Lessee agrees to collect the Golf Course Improvement Fee (GCIF), as outlined in Attachment C, Golf Course Green Fee Rates, and shall forward to the County one hundred percent (100%) of the GCIF collected.

- a. Said fees are not to be reported as a gross receipt and therefore, shall not be calculated in the rent to be paid to the County.
- b. Lessee shall report, by separate line item, the aggregate of said payments derived from the GCIF in the monthly revenue statement that accompanies the regular monthly rent payment as required by the Agreement.
- c. County agrees that one hundred percent (100%) of the GCIF will be deposited in a separate general Capital Improvement Account exclusively for said funds that will be used for capital improvement projects throughout the County golf course system.

At the termination of this Agreement, all unexpended monies shall be retained by the County.

- d. Lessee agrees that the funds raised by the GCIF will be used for course improvements that directly affect the golfing experience at the course, including, but not limited to, refurbishment of greens, bunkers, tee boxes, etc., and major maintenance.
- e. Within thirty (30) days of the effective date of this Agreement, Lessee shall submit a list of improvements for each golf course, to be funded from this GCIF for each golf course and an implementation schedule to the Director for approval. Lessee shall, within thirty (30) days of receipt of Director's or Designee approval of the proposed improvements and the priority of funding for those improvements, post in a public area of the golf course the approved list of improvements and schedule of project timelines so that the public can be aware of the golf course improvements to be funded from the GCIF. As improvements are completed, the Lessee shall update the posted list to reflect the implemented and planned improvements status. Lessee and the Director or Designee will coordinate updates to the list as appropriate so that the GCIF will be dedicated to improvements directly affecting the golfing experience. Nothing in this Agreement shall prevent the Lessee and Director or Designee from coordinating on the improvements to be funded or prevent the Director or Designee from proposing projects or from determining priority of funding from the GCIF. As the parties agree that the intent of the GCIF is to augment funding to directly improve the golfing experience, the parties also agree that: The Director or Designee is authorized to make the final determination on improvements to be

funded by the GCIF and the implementation schedule if the parties fail to agree on the list and implementation schedule within six (6) months of the effective date of this Agreement

- f. County reserves the right from time to time to audit and verify from the related books and records of the Lessee to ensure that disbursement of funds from the GCIF are in accordance with the provisions of this Agreement. In the event that any disbursement of funds from the GCIF is not in accordance with the provisions of this Agreement, as determined by the Director or Designee, Lessee shall reimburse the County the amount owed, for deposit into the GCIF, within thirty (30) days upon receipt of a written notice, plus an amount equal to the interest that would have accumulated on the amount from the time of disbursement until repayment.

6.4.2 It is expressly understood by both parties that, upon commencement of this Agreement, any and all distributions from said CIPF shall be used exclusively for Capital Improvements throughout the County Golf Course system. At the termination of this Agreement, all unexpended monies shall be retained by the County.

- 6.5 When the Director or Designee and Lessee find that a percentage of gross receipts is not suitable or applicable for a particular activity not otherwise provided for herein, the Director or Designee may establish a minimum monthly amount and/or percentage of gross receipts as payment for the privilege of engaging therein. Said amount shall be set by mutual consent of the Director or Designee and Lessee and shall be reasonable in accordance with the revenue to be generated there from.

- 6.7 The monthly payment shall be made to the Department on or before the thirtieth (30<sup>TH</sup>) day of the calendar month following each month of the term of this Agreement. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. **The Lessee shall pay an additional one hundred dollars (\$100) service fee for any check that is returned for non-sufficient funds, for any reason.** Payments shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. A late payment charge of two percent (2%) compounded per month shall be added to any late payment received by the Treasurer/Tax Collector after the thirtieth (30<sup>TH</sup>) day of the month. However, the late payment charges herein provided may be waived, whenever the Director, in his sole discretion, finds the late payment excusable by reason of extenuating circumstances. A written request must be submitted to the Director, detailing the cause for the late payment(s) and how this will be prevented from re-occurring. At no time during the term of this Agreement shall the County be obligated to notify the Lessee of the accumulation of late payment charges

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in this Agreement during the term of this Agreement. The Director or its designee 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 this Agreement shall be prepared and executed by the Director and Lessee.
- 7.2 Notwithstanding paragraph 7.1, this document may be modified only by further written agreement between the parties. Any such

modification shall not be effective unless and until executed by Lessee and in the case of County, until executed by the County of Los Angeles Board of Supervisors or as directed by delegated authority by the Director.

- 7.3 Subject to the approval by the County of Los Angeles Board of Supervisors, the Director or Designee reserves the right to add golf courses to this agreement. The addition of any golf course will result in an Amendment to the lease agreement and negotiated rental percentages.

## **8.0 ACCOUNTING RECORDS**

- 8.1 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating, and which cannot, in any case, be reset. In addition, such cash registers must have a tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Lessee shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner.
- 8.2 Lessee shall furnish the Director or Designee with a monthly gross receipts report showing the amount payable there from to the County. Such a report shall accompany each monthly payment required to be made as provided herein. In addition, thereto, a monthly profit and loss statement to include year to date totals for every revenue and expense category. The monthly reporting period shall be by calendar month rather than monthly anniversary date of the effective date of this Agreement. In addition, thereto, Lessee 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.

- 8.3 Lessee 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 Lessee in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by Lessee or for recording Lessee's personal financial affairs. Such method shall include the keeping of the following documents:

8.3.1 Regular books of accounting such as general ledgers;

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

8.3.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;

8.3.4 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);

8.3.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;

- 8.4 All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may from time to time conduct an audit and re-audit of the books and business conducted by Lessee and observe the operation of the business so that accuracy of the above records

can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

- 8.5 In the event that an audit or review conducted by the Department, Auditor-Controller or third party, finds that, due to Lessee's non-compliance with its obligation to report gross receipts received in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to County can be determined, the Director or Designee may, at its discretion, (1) bill Lessee for said losses, said amount to be paid to County within thirty (30) days following billing therefore unless otherwise specified by Director; and/or (2) use the Security Deposit as provided for herein; and/or, (3) assess liquidated damages.
- 8.6 Should the Director or Designee find that the additional rental payment due to County exceeds two percent (2%) 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 and pay thereon, Lessee shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments.

## **9.0 SECURITY DEPOSIT**

- 9.1 Prior to the commencement of this Agreement, Lessee shall pay to the Director the sum of **Three Hundred Thousand (\$300,000)** in the form of a cashier's check made payable to the Department of Parks and Recreation or shall purchase and maintain a performance bond in the amount of no less than \$300,000 in favor of and acceptable to the County during the term of this Agreement including any extension option which may be exercised.

- 9.2 Said Security Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Lessee, 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; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of Lessee's operation; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of Lessee's operation; a breach of obligations assumed by Lessee herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 9.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Lessee shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.
- 9.4 Said Security Deposit shall be returned to Lessee upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

## **10.0 REQUIRED CAPITAL IMPROVEMENT PROGRAM**

- 10.1 Lessee shall prepare and submit on an annual basis a list of proposed Capital Improvement Program (CIP) projects for each golf course for the review and approval by the Director or Designee. 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 CIP project list shall be subject

to the requirements set in Exhibit B Golf Course Operations Manual.

- 10.2 Lessee shall submit its proposed CIP list to the Director or Designee prior to the end of the first Agreement Year, and thereafter on an annual basis. Director or Designee and Lessee may agree, from time to time that various capital improvement(s) mutually agreed upon, shall be completed as necessary to improve and/or ensure the usability of the premises. In the event that the Director or Designee and Lessee do not mutually agree upon capital improvement(s), then the Director or Designee has, at all times, the final decision on capital improvement(s) approval and implementation.
- 10.3 Prior to commencement of construction, Lessee shall obtain Director's written approval of all plans, specifications and construction cost estimates, using a minimum of three bids or proposals, for the improvements to be constructed upon the demised premises. No modification of said plans, specifications, or improvements, including landscaping, shall be made by Lessee without approval thereof by the Director. Lessee 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.
- 10.4 The parties agree that any delay in the construction due to fire, earthquake, war, labor dispute or other events beyond the control of Lessee shall extend the time in which said construction must be completed by the length of time of such delay.
- 10.5 Lessee shall construct, perform, complete and maintain all construction and installations covered by this Agreement in a good and workmanlike manner and with high quality materials, and shall furnish all tools, equipment, labor and material

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

- 10.6 Commencement of construction for each project shall occur after the Lessee receives an advance payment from the County. The Lessee agrees to commence work within a reasonable timeframe but not to exceed thirty (30) days. The Director, at his/her sole discretion, may administratively adjust the 30-day schedule when circumstances occur that are not the fault of the Lessee which cause a delay to the construction start schedule. If this occurs, the Lessee agrees to put the advanced payment into an interest-bearing account and agrees that all interest accrued be applied to the principal for project costs.
- 10.7 It is understood that the construction and/or improvements required herein may, at the discretion of Lessee be constructed in phases, each phase being separated from the other by a period of time to be mutually agreed upon by Lessee and the

Director or Designee. In the event that the required construction is phased as herein provided, and subject to the provisions of paragraph 10.4, 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.

- 10.8 Within ten (10) days of the commencement date of this Agreement, the Lessee shall deposit seven hundred fifty thousand dollars (\$750,000) into the *Golf Courses* CIPF.
- 10.9 It is expressly understood by County and the Lessee that any and all funds collected and deposited into the CIPF for the demised premises prior to the commencement of this Agreement, and Lessee's initial deposit of \$750,000 as identified in Paragraph 10.8 above , shall be distributed from said CIPF and shall be used exclusively for Capital Improvements at the *Golf Courses*.
- 10.10 The Director may, at his/her sole discretion, combine and/or transfer CIPF/GCIF from the County's Golf Course system and/or from *Golf Courses*.
- 10.11 It is expressly understood by County and the Lessee that any and all funds collected after the commencement of this Agreement except Lessee's initial deposit of \$750,000 identified in Paragraph 10.8 above, shall be deposited into the general CIPF, and distributions from said general CIPF shall be used exclusively for Capital Improvements at any of the County's Golf Courses.
- 10.12 Upon commencement of this Agreement and in order to ensure the Lessee's performance of the CIP, the County shall deposit ***ten percent (10%) of the green fees, tournament fees and Senior cards*** into the general CIPF with the County Treasurer. At no time during this Agreement shall the amount deposited

into the CIPF exceed the rent collected. Should ten percent (10%) of the green fees, tournament fees and Senior cards exceed the rent collected, the maximum amount deposited into the CIPF will be the amount of rent collected for that period for green fees, tournament fees and Senior cards. The fund shall name the County as trustee. The distribution of monies so deposited and the interest earned thereon, if any, shall be based upon County's and Lessee's approved CIP.

10.13 The monies deposited and accumulated in the CIPF shall, at all times, be administered by the County as trustee. At the termination or other expiration of this Agreement, all unexpended funds shall be retained by the County.

10.14 Upon final approval by the Director or Designee of the plans, specifications and construction cost estimates for the capital improvement(s), the Director or Designee shall instruct the Auditor-Controller to issue a warrant to the Lessee in the amount of ninety percent (90%) of the construction cost estimate. Upon completion of the capital improvement(s) and acceptance by the Director or Designee, the Auditor-Controller shall be instructed by the Director or Designee to issue a warrant to the Lessee in the amount of the remaining balance of the actual construction cost.

10.15 County reserves the right to pay for CIP projects directly to the Contractor if in the opinion of the County, the Lessee is in default and/or in financial distress.

10.16 Required Capital Improvement Projects

- Using funds distributed from each of the *Golf Courses* general CIPF or GCIF, as approved by the Director or Designee, the Lessee shall complete the trimming and/or removal of two hundred (200) trees at Alondra, twelve (12) trees at Norwalk and one hundred fifty (150) trees at each

of the rest of the Golf Courses, removal of all green waste in all the Demised Premises, including green waste stored at maintenance yards, as determined and instructed to by the Director or Designee. Project to total an estimated amount of \$100,000 per golf course and to be completed within the first twelve (12) months of the term of the Agreement or as funds are available as approved by the Director or Designee. The Director or Designee reserves the right to adjust the minimum number of trees by property.

- Marshall Canyon Golf Course: At the Director's or Designee's discretion and using funds distributed from the GCIF or CIPF, the Lessee shall submit plans for the design and rebuilding of the green complexes on the 4, 5, 10, and 13 holes, within the first 18 months of the commencement of this Agreement, or as funds are available as approved by the Director or Designee.

## **11.0 BONDS**

- 11.1 The Lessee shall maintain a performance bond in an amount of not less than one hundred percent (100%) of the costs for each construction project to be performed, as estimated by the Director, payable to the County of Los Angeles and executed by a corporate surety authorized to conduct business as a surety in the State of California. The condition of the bond shall be such that if the Lessee shall well and truly perform the construction herein required, pursuant to the approved plans and specifications therefore, then surety shall no longer be bound thereon. Said bond shall be maintained in full force and effect by the Lessee until said works of improvement have been accepted by the Director or Designee.
- 11.2 The Lessee shall maintain a performance bond in an amount of not less than one hundred percent (100%) of the costs for each

construction project to be performed labor, materials, appliances, teams or power, as estimated by the Director, payable to the County of Los Angeles and executed by a corporate surety authorized to conduct business as a surety in the State of California. The payment shall also inure to the benefit of all claimants, as said term is presently defined by Section 3085 of the State Civil Code, or may hereafter be amended, so as to give such claimants a right of action to recover thereon in any suit brought to foreclose the liens provided for in Title 15 of Part 4 of Division 3 of the Civil Code or in a separate suit brought upon the bond. The condition of the bond shall be such that if the Lessee shall well and truly pay, or cause to be paid, all claims for labor, materials, appliances, teams or power, or either or all performed, furnished or contributed in connection with said works of improvement, then surety shall no longer be bound thereon. Said bond shall be maintained in full force and effect until all claims for labor, materials, appliances, teams or power have been paid as evidenced by release of mechanic's liens by claimants.

- 11.3 The Director or Designee may accept in lieu of the bonds heretofore described, the performance and payment bonds of corporations duly authorized to issue surety bonds by the State, naming as principal a licensed contractor employed by the Lessee to construct works of improvement on the demised premises, provided each bond is in an amount equal to the percentage hereinabove provided; names the County as an additional obligee; contains terms and conditions substantially similar to the requirements heretofore specified; and is satisfactory as to sufficiency and liability of sureties named thereon.
- 11.4 The Director or Designee may also accept in lieu of the bonds heretofore described the deposit and assignment to County of

investment certificates and shares of a savings and loan, provided the deposits are in an amount equal to the face value of the bonds and comply with the requirements, conditions and procedures prescribed for the assignment of such accounts by Charter 436 of the Los Angeles County Code.

- 11.5 The Lessee shall have the option to deposit with the County, cash or United States Government securities in all respects satisfactory to the Director or Designee in lieu of the surety obligations herein required. Said cash or securities shall be deemed deposited with County to secure full and satisfactory performance of the principal obligations heretofore described for which the surety is required and shall be released upon satisfactory performance thereof as evidenced by certification of completion by the Director or Designee and release of mechanic's liens by all claimants. In lieu thereof, the Lessee may deposit the required amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided the account is made payable to the County on demand and the certificate of deposit is delivered to the Director or Designee. The Lessee shall be entitled to all interest on the deposit and the return of the certificate of deposit upon satisfactory performance as heretofore defined.

## **12.0 DESTRUCTION OF THE DEMISED PREMISES**

- 12.1 In the event the Demised Premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Lessee shall either restore the premises or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the premises or terminate this Agreement.

County shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. Said insurance proceeds, if any, shall be held for the benefit of Lessee only in the event of an election by Lessee to restore the premises and shall be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the Director or Designee and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, Lessee shall deposit the amount of the deficiency with the County upon demand therefore by the Director or Designee said sums shall be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds shall be retained by County and credited to the rental reserved over the remaining term of this Agreement. In the event Lessee elects to restore the Demised premises, plans, specifications, and construction cost estimates for the restoration thereof shall be prepared by Lessee and forwarded to Director or Designee for approval prior to the performance of any work thereon. Said documents shall be prepared and submitted in a timely manner following adjustments of the loss and receipt of the proceeds of insurance by County. The required construction shall be performed by Lessee and/or licensed and bondable contractor(s) thereof who shall be required to carry comprehensive liability and property damage insurance, workers' compensation insurance, and standard fire, and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in amounts equal to the insurance limits required herein, or as otherwise determined by the County. Said construction shall be

commenced promptly following the approval thereof by the Director or Designee, issuance of permits therefore by governmental agencies having jurisdiction there over, and posting of the construction site by County with notice of non-responsibility, and shall be diligently prosecuted to completion. All work shall be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by Director or Designee. Lessee agrees that County may have on the site at any time during the construction period an inspector who shall have the right of access to the Demised premises and the work occurring thereon. Lessee, at the commencement of the construction work, shall notify Director or Designee in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All construction shall be performed in a good and workmanlike manner. Upon completion of the restoration, Lessee shall immediately record a notice of completion with the Registrar-Recorder.

- 12.2 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Lessee shall be abated and/or other relief afforded to the extent that the Director or Designee may determine the damage and/or restoration interferes with this Agreement operation provided a claim therefore is filed with the Director or Designee within one hundred (100) days of notice of election to restore the premises. Any such claim shall be denied if the destruction of the Demised Premises is found by the Director or Designee to have been caused by the fault or neglect of Lessee. Lessee agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of

all accounting records kept in connection with the conduct thereof.

- 12.3 Lessee shall cooperate in the restoration of the Demised Premises by vacating and removing there from all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.
- 12.4 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of the *Golf Courses* by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director or Designee may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the Agreement.
- 12.5 Any restoration construction must comply with environmental laws, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). In addition, any approval that shall require a NEPA document; the cost of which shall be the responsibility of the Lessee.
- 12.6 Lessee agrees to accept the remedy heretofore provided in the event of a destruction of the Demised Premises 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.
- 12.7 Lessee shall immediately correct any unsafe condition of the Demised Premises as referenced in Paragraphs 14.16.1 and 14.16.2 hereinafter.

### **13.0 CONSTRUCTION BY COUNTY AFFECTING DEMISED PREMISES**

- 13.1 In the event County shall construct or cause construction within the Demised Premises, this Agreement shall continue in full force and effect, except that the payments to be made by Lessee shall be abated and/or other relief afforded to the extent

that the County may determine the construction interferes with the authorized operations, provided a claim therefore is filed with the Director or Designee within one hundred (100) days of commencement of construction.

- 13.2 Lessee agrees to cooperate with County in the event the construction affects the Demised Premises 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 facilities. Lessee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 13.3 Following completion of the new facility, Lessee shall resume its operations therefrom within thirty (30) days of written notice from the Director or Designee that the Demised Premises are tenantable.
- 13.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the *Golf Courses* 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 or Designee may determine that the reduction in the public's use of the Demised Premises due to the partial or total closure thereof, has affected the Lessee's operations.
- 13.5 Lessee agrees to accept the remedy heretofore provided in the event of construction upon the Demised Premises 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.

13.6 The Diamond Bar Golf Course closed on September 1, 2021, for approximately 18 months (closure period), to allow for the widening of the State Route 60 and State Route 57 freeways (freeway project). During this time the Diamond Bar Golf Course will be remodeled and will include the reconfiguration of five golf holes and a new maintenance facility.

13.6.1 Lessee shall cooperate fully with the Department during the Diamond Bar Golf Course closure period and shall maintain the facility as described in Exhibit A2-3, during the closure period.

13.6.2 During the closure period of the Diamond Bar Golf Course, caused by the Freeway Project or the related Golf Course Improvement Project, Lessee shall be compensated at the management fee sum of \$18,000 per month plus the actual cost to maintain the areas not affected by the construction, calculated by a third party consultant, not to exceed the amounts in Exhibit A2-4. The compensation (management fee) has been determined by the County to be appropriate, given the limited scope of services, as further described in Exhibit A2-3, Scope of Work, to be provided by the Lessee during the closure period.

Upon completion of the Freeway Project, the Lessee shall operate the Diamond Bar Golf Course at its full capacity, in line with the operations of the *Golf Courses*.

## **14.0 OPERATING RESPONSIBILITIES**

### **14.1 Advertising and Publicity Materials**

14.1.1 Lessee shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising or publicity materials unless prior written approval thereof is obtained from Director or Designee. Said approval shall not be unreasonably withheld or delayed. Such materials

shall include, but are not limited to: advertising in newspapers, magazines and trade journals, the internet, and radio and/or television commercials.

14.1.2 In recognition of the Lessee's need to identify its services and related clients to sustain itself, the County shall not prohibit the Lessee from publishing in any of its bids, proposals, and sales materials that it has been awarded this Agreement by the County of Los Angeles, with the understanding that such materials are to be prepared in a professional manner, and that the materials are subject to the requirements of this Subsection 14.1 of this Agreement.

14.1.3 Credit for the County: Lessee agrees that any advertising or promotional materials promulgated by Lessee, which contains the words "*Golf Courses*", or any derivative thereof, shall also include the phrase, "a unit of the County of Los Angeles Department of Parks and Recreation System" with the County seal and the Parks and Recreation Department logos, unless specifically approved otherwise by the Director or Designee.

## **14.2 Compliance with Laws, Rules and Regulations**

14.2.1 Lessee 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 this Agreement, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction there over. Lessor acknowledges that Lessee may elect to hold one or more necessary licenses or permits in the name of one of Lessee's affiliates, so long as permitted by applicable law and the licensing authority. Further, Lessee shall conform to and

abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

**14.3 Lessee's Staff and Employment Practices**

14.3.1 Lessee shall maintain adequate and proper staff for its authorized operations. Lessee shall designate an Operations Manager for each golf course with whom County may deal with on a daily basis. Any person selected by Lessee as an Operations Manager shall be skilled in the management of businesses similar to the operation and shall be subject to approval by the Director or Designee. The Operations Manager shall devote substantial time and attention to the operations authorized herein and renders such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefore by this Agreement and authorized to act in the day-to-day operation thereof.

14.3.2 The Director or Designee may at any time give Lessee written notice to the effect that the conduct or actions of a designated employee of the Lessee is, in the reasonable belief of the Director or Designee, detrimental to the interest of the public patronizing the Demised Premises. Lessee shall transfer or reassign any such employee within a reasonable period of time following notice thereof from the Director or Designee, and such employee shall not be assigned to any other County Department of Parks and Recreation facility.

14.3.3 The Lessee warrants that it fully complies with all Federal and State statutes and regulations regarding the

employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Lessee shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Lessee shall retain all such documentation for all covered employees for the period prescribed by law. The Lessee 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 the Lessee or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

- 14.3.4 The Lessee must establish an identification system for personnel assigned to the starter service which clearly indicates to patrons of each of the *Golf Courses*, the name of the person(s) on duty and identifies their responsibility for collecting greens fees. The identification system shall be furnished at the Lessee's expense and shall include appropriate attire, name badges and/or name plates as specified by the Director or Designee.
- 14.3.5 At any time prior to or during the term of this Agreement, the County may require that all of the Lessee's staff performing work under this Agreement undergo and pass, to the satisfaction of the County, a background

investigation, as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Lessee, regardless if the Lessee's staff passes or fails the background clearance investigation.

#### 14.3.6 Confidentiality

a. Lessee 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.

b. Lessee shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Lessee, its officers, employees, agents, or Sub-Contractors, to comply with this Subsection 14.3.6, as determined by County in its sole judgment. Any legal defense pursuant to Lessee's indemnification obligations under this Subsection 14.3.6 shall be conducted by Lessee and performed by counsel selected by Lessee 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 Lessee 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 Lessee for all such costs and expenses incurred by County in doing so. Lessee 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.

c. Lessee shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Agreement.

#### **14.4 Days and Hours of Operation**

The Lessee shall keep said operation open every day, including Sundays and Holidays. The minimum hours of operation shall be the same as for the *Golf Courses'* starter office on each day the said operation is required to be open. Lessee shall post hours of operation in a visible location. Open play on the course may be suspended during periods of inclement weather. Lessee shall comply with the approved schedule of days and hours of operation unless prior written authorization to deviate from said schedule is obtained from the Director or Designee. Lessee shall maintain an answering device in the name of the Lessee and shall respond to any message left by County within a twenty-four (24) hour timeframe.

#### **14.5 Disorderly Persons**

Lessee agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the Demised

Premises. If a patron's behavior falls into one of the categories noted and the patron does not change the behavior when requested by the golf course personnel, the Lessee shall have the option to suspend the patron from the *Golf Courses*, as further described in the Golf Operations Manual.

## **14.6 Facility Fees and Charges**

### **14.6.1 Green Fees**

The Department has developed a fee process to establish the green fee schedule at each facility, in accordance with the minimum and maximum allowable fees approved by the Los Angeles County Board of Supervisors. The rates identified in Exhibit C, Green Fees, will be the baseline used to adjust the Board approved fees at each golf courses: weekday, twilight, super twilight, etc. The Board approved rates will be increased annually based on the Department's fee review process and the Consumer Price Index for California (CPIC).

County reserves the right to reevaluate the minimum and maximum rate every five (5) years.

### **14.6.2 Dynamic Pricing**

The Lessee shall have the discretion to charge discounted green fees, within the minimum and maximum allowable range of fees for each facility, as approved by the Department (see below Department Fee Review Process) in order to optimize utilization during periods of decreased demand (e.g. projected inclement weather).

Lessees are required to submit a proposed schedule of prevailing green fees (to be posted and advertised by the Lessee to the public) which is subject to approval

by the Department on an annual basis by way of the Department's Fee Review Process. See Exhibit C for Fee Schedule submission form.

#### 14.6.3 **Department's Fee Review Process**

Each January, the Lessee shall submit a proposed schedule of prevailing green fees (to be posted and advertised by the Lessee to the public), as well as a minimum green fee threshold by fee category which will allow for the Lessee to execute a dynamic pricing model fee schedule. No later than June 1 of the submittal/review year, the Department will notify the Lessee of the approved scheduled of prevailing green fees and the minimum green fee thresholds for the following July 1<sup>st</sup> through June 30<sup>th</sup>

In addition to conforming with the Board-approved Minimum and Maximum Allowable Fees, the proposed fee schedule should be based on market position including, but not limited to: competitor pricing for like services, supply and demand conditions, rounds of play, course conditions, historical performance, demographics and affordability. The current fee schedules approved by the Department are found in Exhibit C.

In no instance should the Lessee post or charge green fees higher or lower than the rates approved or prescribed by the Director.

Should the Director, at his/her sole discretion, determine that application of the dynamic pricing at any of the facilities is not appropriate, the Lessee's discretion to charge green fees lower than the posted maximum rate(s) shall be revoked for the respective

facility for no less than 30 days and until the Lessee submits a Corrective Action Plan, to the satisfaction of the Director, that explains why this discrepancy occurred, how it will be resolved and what will be done to prevent reoccurrence.

**14.7 Filming**

In the event that any filming is proposed to be conducted on the Demised Premises, Lessee will be required to obtain required filming permits from Film LA, Inc. All filming requires review and approval by the Director or Designee.

**14.8 Golf Clubs/Organizations**

Lessee acknowledges that at each of the *Golf Courses* there are presently organized, active and participating responsible golf organizations that have been helpful to the County in the operation and improvement of said *Golf Courses*. Without granting any special privileges to any person or group, the Lessee agrees to encourage and accommodate these organizations, and to consult with their authorized representatives on matters of mutual interest. Similarly, the Lessee agrees to encourage formation of additional responsible golfers' organizations by users of the golf facility and to consult with them in the same manner.

**14.9 Golf Course Evaluation Report**

14.9.1 County and Lessee agree that the overall condition and playability of the *Golf Courses*, and the condition of the buildings thereon is of the primary importance to both parties. As this Agreement specifies the standards of performance deemed necessary for proper maintenance, the County has developed a Golf Course Evaluation Report to document Lessee's performance pursuant to said standards.

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

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

**14.10 Habitation**

No human habitation will be permitted on the premises. This will not be construed to prohibit the Lessee from providing properly designed guard-stations for night watchmen or other patrolmen, as approved in writing by the Director or Designee.

**14.11 Illegal Activities**

Lessee shall not knowingly permit any illegal activities to be conducted upon the Demised Premises.

**14.12 Prices**

Lessee shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Demised premises. The Director or Designee hereby reserves the right to review and approve said fees and any increase requires approval from the Director or

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

**14.13 Public Use**

Lessee shall make every effort to maximize the public use of the *Golf Courses* at the Demised Premises and the facilities thereon.

**14.14 Quality of Services**

Service to the public is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Lessee agrees to operate and conduct its operation in a manner similar to that of public golf courses in the area providing similar activities, programs and services. Lessee, following receipt of written notification therefore, shall immediately withdraw or remove from sale any goods, services, and/or merchandise which may be found objectionable to the Director or Designee based on findings that the provision of such good, services, and/or merchandise are not in the best interest of the public welfare.

**14.15 Reporting**

The Lessee or his representative shall meet with the Director or Designee or his representative once every month, and at such

other times as may be required by the County to review Lessee's performance under this Agreement and to discuss any problems or matters as determined by the County.

#### **14.16 Safety**

14.16.1 Lessee shall immediately correct any unsafe condition of the Demised Premises or unsafe practices occurring thereon, as well as comply with all applicable safety laws. Lessee shall cooperate and comply fully with County, State, Federal or any other regulatory agency having jurisdiction there over regarding any safety inspections and certifications of any and all Lessee's structures, enclosures, vehicles and/or equipment.

14.16.2 Lessee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Demised Premises and shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Demised Premises. Lessee shall submit a report within twenty-four (24) hours to the Director or Designee of any accidental injury or death.

##### **14.16.3 Inclement Weather**

Lessee shall make an assessment of the Demised Premises during periods of inclement weather to determine if it is safe for use by the public.

#### **14.17 Sanitation**

No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Demised Premises. Lessee shall provide that all 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. Lessee shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director or Designee, to maintain the Demised Premises in a sanitary condition. Public restrooms shall be cleaned on a daily basis as needed.

**14.18 Security Devices**

Lessee, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Demised Premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director or Designee.

**14.19 Signs**

Lessee shall not post signs upon Demised Premises or improvements thereon unless prior written approval thereof is obtained from the Director or Designee.

**14.20 Trade Fixtures**

Lessee shall provide and install all appliances, furniture, equipment and other necessary fixtures that are utilized for the operation of the golf courses. During the last thirty (30) days preceding the termination of this Agreement, Lessee shall remove same from the Demised Premises, unless they are integral to the operation of the golf course. Should Lessee fail to so remove said appliances, furniture, equipment and other trade fixtures within said thirty (30) day period, Lessee shall lose all right, title and interest in and thereto, and County may elect to keep same upon the Demised Premises or to sell, remove or demolish same. Lessee shall reimburse County for any and all costs, as determined by the Director or Designee, incurred in excess of any consideration received from the sale, removal or demolition thereof.

#### **14.21 Tree Trimming & Green Waste Removal**

- 14.21.1 As instructed by the Director or Designee at the commencement of this Agreement an estimated amount of One Hundred Thousand Dollars (\$100,000) using funds distributed from the CIPF, the Lessee shall trim a minimum two hundred (200) trees at Alondra, 12 trees at Norwalk and one hundred fifty (150) trees at each of the rest of the golf course and green waste removal including green waste stored in the maintenance service yards by the end of the first year of the term of the Agreement.
- 14.21.2 Beginning the second year of the term of the Agreement, and every two years thereafter, the Lessee at its sole expense, shall trim and/or remove, 36 trees at Alondra, 12 trees at Norwalk and 24 trees at each of the other facilities. The selection of trees and the scope of the trimming/removal is subject to prior written approval by the Director or Designee. The Director may relieve this requirement should the Director or Designee deem the trimming not necessary for any particular golf course.
- 14.21.3 All oak trees within the Demised Premises of the *Golf Courses*, shall be managed and maintained in accordance with the County's Oak Tree Ordinance

#### **14.22 Use of Facilities: Restrictions**

Lessee shall obtain Director or Designee prior written approval of (1) any events or activities not otherwise specifically provided for and authorized herein, or (2) any events or activities requiring the exclusive use of the Demised Premises or any portion thereof, including, but not limited to: exclusive-use Golf Tournaments; and use of facilities by special interest groups.

## **14.23 Utilities**

14.23.1 The Lessee shall provide and pay for all utilities needed to serve the *Golf Courses*, including water, electrical, gas, telephone and/or internet services. The telephone number shall be placed in the name of the Lessee and shall not be transferred to any other location. Lessee waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Demised Premises. Lessee shall not in any way alter or modify any of the County's utilities systems and/or equipment. Lessee has the obligation to pay all utilities associated with all meters located on the demised premises.

14.23.2 Lessee shall provide and pay for all utilities needed for servicing the *Golf Courses*, including water, electrical, gas, telephone and/or internet services.

14.23.3 The Alondra, and Marshall Canyon Golf Courses share a water meter with Park land; therefore, water cost will be the responsibility of the County for these facilities.

Should the County determine the install a separate meter is required, the Lessee shall be responsible for the installation of the water meter. All costs and charges associated with the installation will be paid for by the CIPF or the golf course GCIF. Additionally, the monthly water cost, in its entirety, will then become the responsibility of the Lessee. At such time, the monthly rent, including minimum rents, will be adjusted according to actual water costs paid by the Lessee. The Lessee's rent payment for any given month will include the most recent water bill paid in full

by the Lessee, proof of which will be included in the rent payment package and reduced by the payment amount.

**14.24 Acceptable Forms of Public Remittance**

In addition to cash and checks, the Lessee shall accept at least two (2) major credit cards as a form of payment made by the patrons for the services provided by the Lessee.

**14.25 Cooperative Sanctuary Program**

Within six (6) months of the commencement of this Agreement, the Lessee shall join Audubon International, a 501(c)(3) non-profit organization. The Lessee shall participate in the Audubon Cooperative Sanctuary Program for the *Golf Courses* and throughout the term of the Agreement, the Lessee shall maintain membership with Audubon International. The *Golf Courses* shall be certified within forty-eight (48) months of commencement of this Agreement as a Certified Audubon Cooperative Sanctuary; the Lessee shall maintain certification throughout the remainder of the term of this Agreement.

**14.26 County-Wide Reservation System/Point of Sale System**

14.26.1 Should the County implement a County-wide reservation system, the Lessee shall be required to acquire and utilize such system for all reservations and sales at each of the *Golf Courses* within 180 days of commencement of a County-wide reservation system. The Lessee shall not in any way alter or modify any of the County's systems and/or equipment.

14.26.2 The Lessee shall ensure access to customer research and data collected through its reservation system, such as demographics, zip code, and email is readily available to the County for communication purposes and for business analysis and to better understand utilization

pattens of the golf system. Lessee shall be responsible for all costs associated with such system.

**14.27 Community Benefit and Diversity Initiatives**

14.27.1 The *Golf Courses* have a long history of growing the game of golf, specifically in the under-served communities. In order to continue to promote and encourage diversity and incubate local and under-representative golf players, the selected Lessee shall host and partner with a minimum of one community-based organization and/or non-profit organization, at no charge to the community-based organization and/or non-profit organization, to provide at least two (2) annual tournaments, per course that provide community benefit programming, such as but not limited to, recreation programming and events and/or junior golf programs or golf clinics serving local under-represented and vulnerable youth. non-profit organization, at no additional cost, to provide community benefit programming, such as but not limited to, recreation programming and events, junior golf programs or golf clinics, serving local under-representative and vulnerable youth.

14.27.2 The selected Lessee shall collaborate with the Department to provide a minimum of two (2) annual tournaments, per course, in support of community benefit programming, such as but not limited to, recreation programming and events and/or schools, junior golf programs or clinics serving local under-represented and vulnerable youth at reduced rates agreed to between selected Lessee and Department. The Lessee and Director shall mutually agree on the

schools, community-based organization(s) and/or non-profit organization(s) selected to use the golf course for these purposes.

14.27.3 The Director or Designee shall have the final approval of the community-based organization(s) and/or non-profit organization(s) selected to use the Golf Courses for these purposes.

14.27.4 The Lessee shall host, at no charge to the community or to the Department, at minimum two (2) non-golf-based community events per year, per course. Examples of such events include, but are not limited to movie nights, Spring Egg Hunt, Pancake Breakfast, Blood Drives, Polling Locations, and Firework Viewing Platform. The Lessee shall collaborate with the Department to host additional non-golf-based community events per course at reduced rates agreed to between selected Lessee and Department.

14.27.5 The Lessee, in partnership with the Department upon funding availability, will collaborate to include community benefit capital projects at the *Golf Courses* such as, but not limited to, trails and walking paths, fitness zones and other recreation amenities to enhance the local access to recreation at the *Golf Courses*.

14.27.6 The *Golf Courses* are uniquely located and suited for growth and development of junior/family golf programming and accommodates middle, high school and college golf teams and programs. The Lessee acknowledges that the County requires that the *Golf Courses* will continue to accommodate middle, high

schools and colleges, as well as continue the development of junior/family programming. The County developed Norwalk Golf Course (NGC) to serve primarily as a low-cost training and development facility, with special emphasis on underserved and underrepresented youth programming. The Lessee shall continue to provide year-round, low to no cost youth golf programming at NGC. The successful Lessee will host and partner with youth and "grow the game" organizations, such as, but not limited to: Southern California Golf Association Junior Foundation, Southern California Professional Golfers Association, Latina Golfers Association, Southern Area Youth Programs, Cameron Champ Foundation and The First Tee. Lessee shall include a detailed plan, for review and approval of the Director or Designee, on specifically how community golf programming will be implemented in terms of minimum hours of access and pricing. This plan shall be consistent with the Department's mission to ensure youth and schools are granted equitable hours and pricing, and to ensure the facility is affordable and accessible to all youth, especially those from underserved and underrepresented communities.

#### **14.28 Graffiti Control**

14.28.1 Graffiti control shall include, but not be limited to, all surfaces to the following areas as noted.

##### Exterior

- a. All exterior wall surfaces
- b. Signs and Fountains
- c. Wooden Bridges and Structures

- d. Restrooms and Comfort Stations - all exterior wall, window and door surfaces
- e. Service Yard and Buildings
- f. Concrete and Block Walls
- g. Cart Paths and Concrete walks throughout the course.
- h. Curbs and bumpers in parking lots and on streets and drives
- i. Trash Receptacles
- j. Doors
- k. Other surfaces within the *Golf Courses*

Interior

- a. Golf Course offices, meeting rooms, and storage rooms
  - b. Restrooms and comfort stations - all interior walls, doors, cabinets and windows
- 14.28.2 All materials and processes used in graffiti control shall be non-damaging to surfaces and adjacent golf course property, and approved by CAL-O.S.H.A.
- 14.28.3 Appropriate surface preparation shall be made when removing graffiti from painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director or Designee.
- 14.28.4 The Lessee shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Lessee shall use materials, and methods of application, as provided and approved by the Director or Designee.
- 14.28.5 The Lessee is not required to sandblast walls or walkways as long as there are other methods of removing graffiti.
- 14.28.6 The Lessee shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.

#### **14.29 Customer Satisfaction**

As part of this Agreement, the Lessee shall be required to maintain customer satisfaction at a high level. As part of Quality Assurance Plan, the County will measure satisfaction levels as part of the Lessee's performance under this Agreement and shall include customer satisfaction levels across all levels of golf operation and experience. Additionally, Lessee shall be required to cooperate and participate with any and all programs requested by the Department to measure and improve customer satisfaction and engagement.

All information collected by Lessee, such as demographics, zip codes and email from customers shall be made available to the Department, upon request, for communication and business analysis purposes.

#### **14.30 Public Wi-Fi Access**

Lessee shall make Wi-Fi access available to the public at no cost.

#### **14.31 Cooperation in Innovation and Pilot Projects**

The Lessee, at its sole and reasonable expense, is required to participate in pilot projects and research ventures with third party organization(s), which upon mutual agreement with the County (such agreement not to be unreasonably withheld by either party), may include, but are not limited to, projects or research ventures related to the following topics: studies on pace of play, ecologically friendly maintenance practices, reduction in pesticides and chemicals, irrigation water conservation and turf reduction projects, or automated maintenance equipment. Lessee will make best efforts to initiate or develop said pilot project or research venture within the first three Lease Years of this Agreement, subject to third

party organization(s) availability to participate in an applicable pilot project or research venture during that time period.

**14.32 Financial Viability**

Lessee shall be evaluated on a bi-annual basis to verify the financial health of the Golf Courses and is required to participate in a monthly financial performance analysis for financial viability.

**15.0 STANDARD TERMS AND CONDITIONS**

**15.1 AGREEMENT ENFORCEMENT**

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

15.1.2 Any officers, employees and/or authorized representatives of County may enter upon the Demised Premises at any and all reasonable times for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Demised Premises.

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

**15.2 COMPLAINTS**

The Lessee shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 15.2.1 Within ten (10) business days after the effective date of the Agreement, Lessee shall provide the Director or Designee with a policy for receiving, investigating and responding to user complaints.
- 15.2.2 The Director or Designee will review the Lessee's policy and provide the Lessee with approval of said plan or with requested changes.
- 15.2.3 If the Director or Designee requests changes in the Lessee's policy, the Lessee shall make such changes and resubmit the plan within five (5) business days for Director's or Designee approval.
- 15.2.4 If, at any time, the Lessee wishes to change the policy, the Lessee shall submit proposed changes to the Director or Designee for approval before implementation.
- 15.2.5 The Lessee shall preliminarily investigate all complaints and notify the Director or Designee of the complaint and the status of the investigation within five (5) business days of receiving the complaint.
- 15.2.6 Copies of all written responses shall be sent to the Director or Designee within three (3) business days of mailing to the complainant.

### **15.3 CANCELLATION**

- 15.3.1 Upon the occurrence of any one or more of the events of default hereinafter described in Paragraph 15.14, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director or Designee shall give Lessee ten (10) day 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.

15.3.2 Upon cancellation, County shall have the right to take possession of the Demised Premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

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

15.3.4 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, the Director, in his sole discretion, it is determined that the Lessee was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Lessee has, to the satisfaction of the Director, cured any default, the Director or Designee 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.

#### **15.4 COMPLIANCE WITH CIVIL RIGHTS LAW**

The Lessee hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Additionally, Lessee certifies to the County:

15.4.1 That Lessee has a written policy statement prohibiting discrimination in all phases of employment.

15.4.2 That Lessee periodically conducts a self-analysis or utilization analysis of its work force.

15.4.3 That Lessee has a system for determining if its employment practices are discriminatory against protected groups.

15.4.4 Where problem areas are identified in employment practices, the Lessee has a system for taking reasonable corrective action, to include establishment of goals or timetables.

**15.5 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE**

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code and County Code 2.126, Smoking in County Facilities.

**15.6 LESSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Lessee acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Lessee understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a

prominent position at Lessee's place of business. County's District Attorney will supply Lessee with the poster to be used.

**15.7 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Lessee must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Agreement. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

**15.8 LESSEE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

15.8.1 Lessee 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 toll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

15.8.2 Unless Lessee qualifies for an exemption or exclusion, Lessee warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County code Chapter 2.206.

**15.9 LESSEE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES**

15.9.1 In the event the Director or Designee determines that there are deficiencies in Lessee's operations authorized and required herein, the Director or Designee will

provide, as specified herein in the Section 15.14, Events of Default, a written notice to the Lessee to correct said deficiencies within specified time frames.

15.9.2 In the event that Lessee fails to correct the deficiencies within the prescribed time frames the Director or Designee may, at his option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under the Sub-Section 15.28, 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 Lessee to comply with the obligations for Use Granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Lessee shall be liable to County for liquidated damages in said amount.

## **15.10 LESSEE RESPONSIBILITY AND DEBARMENT**

### **15.10.1 Responsible Lessee**

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

### **15.10.2 Chapter 2.202 of the County Code**

The Lessee is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of

the Lessee on this or other Agreements which indicates that the Lessee is not responsible, the County may, in addition to other remedies provided in this Agreement, debar the Lessee from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Lessee may have with the County.

#### 15.10.3 Non-responsible Lessee

The County may debar an Lessee if the Board of Supervisors finds, in its discretion, that the Lessee has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Lessee's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 15.10.4 Contractor Hearing Board

1. If there is evidence that the Lessee may be subject to debarment, the Department will notify the Lessee in writing of the evidence which is the basis

for the proposed debarment and will advise the Lessee of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Lessee and/or the Lessee'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 Lessee should be debarred, and, if so, the appropriate length of time of the debarment. The Lessee and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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.

4. If a Lessee has been debarred for a period longer than five (5) years, that Lessee 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 Lessee 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.

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

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.

15.10.5 Subcontractors of Lessee

These terms shall also apply to Lessee's Subcontractors.

**15.11 LESSEE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

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

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 15.12 CONFLICT OF INTEREST

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

15.12.2 The Lessee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Lessee warrants that it is not now aware of any facts that create a conflict of interest. If the Lessee 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.

### 15.13 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Lessee's performance under this Agreement on not less than an annual basis. Such

monitoring will include assessing the Lessee's compliance with all Agreement terms and conditions and performance standards. Lessee deficiencies which the County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Lessee. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

#### **15.14 EVENTS OF DEFAULT**

- 15.14.1 The abandonment, vacation or discontinuance of operations on the Demised Premises for more than two (2) days consecutive days, without prior written approval thereof by the Director or Designee.
- 15.14.2 The failure of Lessee 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.
- 15.14.3 The failure of Lessee to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director or Designee to correct the condition.
- 15.14.4 The failure to maintain the Demised Premises 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 or Designee to correct the condition.

15.14.5 The failure of Lessee to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director or Designee for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Lessee 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 or Designee.

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

15.14.7 Transfer of the majority controlling interest of Lessee to persons other than those who are in control at the time of the execution of this Agreement without prior written approval thereof by the Director or Designee.

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

## **15.15 FAIR LABOR STANDARDS**

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

## **15.16 FORCE MAJEURE**

15.16.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement for a period equal to any such prevention, delay or stoppage, if such failure arises out of fires, floods, epidemics, pandemics, 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").

15.16.2 Notwithstanding anything to the contrary in this Agreement, no Force Majeure Event shall (i) excuse Lessee's obligations to maintain, repair and keep in good condition the Demised Premises pursuant to the Agreement, (ii) excuse Lessee's obligations to pay utilities and other charges and expenses for the Demised Premises pursuant to the Agreement, (iii) excuse Lessee's obligations to pay Percentage Rent and other charges due pursuant to this Agreement (provided that a Force Majeure Event is grounds for abatement of Minimum Rent, as determined by the

County in its sole discretion) (iv) be grounds for Lessee to abate any portion of Percentage Rent due pursuant to this Agreement (provided that a Force Majeure Event is grounds for the abatement of a portion of Minimum Rent, as determined by the County in its sole discretion), or (v) entitle either party to terminate this Agreement, except as otherwise allowed in other provisions in this Agreement. Except as stated herein, no party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of a Force Majeure Event.

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

15.16.4 In the event Lessee's failure to perform arises out of a Force Majeure Event, Lessee 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.

## **15.17 GOVERNING LAW, JURISDICTION, and VENUE**

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

## **15.18 INDEPENDENT LESSEE STATUS**

15.18.1 This Agreement is by and between the County and the Lessee and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Lessee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

15.18.3 The Lessee understands and agrees that all persons furnishing services on behalf of Lessee pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees, contractors or vendors of Lessee and not employees of the County.

Lessee shall bear the sole responsibility and liability for furnishing or to ensure the furnishing of Workers' Compensation benefits to any person for injuries arising from or connected with any work performed by or on behalf of the Lessee pursuant to this Agreement.

15.18.4 The Lessee must adhere to the provisions stated in Paragraph 14.3.6 (Confidentiality).

**15.19 INDEMNIFICATION**

The Lessee must indemnify, defend and hold harmless the County, its Special Districts, its elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Lessee's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

**15.20 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Lessee's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 15.20 and 15.21 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Lessee pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Agreement.

#### 15.20.1 Evidence of Coverage and Notice to County

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

any other insurance documentation or information provided by the Lessee, 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  
1000 South Fremont Avenue, Unit #40  
Building A-9 West  
Alhambra, CA 91803

Attention: Contracts and Procurement Division

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

#### 15.20.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County Indemnitees) shall be provided additional insured status under Lessee's General Liability policy with respect to liability arising out of Lessee's ongoing and completed operations performed on behalf of the County. County Indemnitees additional insured status shall apply with respect to liability and defense of suits arising out of the Lessee's acts or omissions, whether such liability is

attributable to the Lessee or to the County. The full policy limits and scope of protection also shall apply to the County Indemnitees 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.

#### 15.20.3 Cancellation of or Changes in Insurance

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

#### 15.20.4 Failure to Maintain Insurance

Lessee's failure to maintain or to provide evidence that it maintains insurance coverage acceptable to the County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Lessee, and/or suspend or terminate this Agreement. County, at its sole

discretion, may obtain damages from Lessee resulting from said breach.

15.20.5 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.

15.20.6 Lessee's Insurance Shall Be Primary

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

15.20.7 Waivers of Subrogation

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

15.20.8 Sub-Contractor Insurance Coverage Requirements

Lessee shall include all Sub-Contractors as insureds under Lessee's own policies or shall provide County with each Sub-Lessee's separate evidence of insurance coverage. Lessee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and Lessee as additional insureds on the Sub-

Contractor's General Liability policy. Lessee shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

15.20.9 Deductibles and Self-Insured Retentions (SIRs)

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

15.20.10 Claims Made Coverage

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

15.20.11 Application of Excess Liability Coverage

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

#### 15.20.12 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 insured's provision with no insured versus insured exclusions or limitations.

#### 15.20.13 Alternative Risk Financing Programs

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

#### 15.20.14 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.

### **15.21 INSURANCE COVERAGE REQUIREMENTS**

#### 15.21.1 Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County Indemnitees as an additional insured. Policy will be endorsed for golf course operations and will have no exclusions for sporting events, with limits of not less than for each of the *Golf Courses*:

General Aggregate:

\$4,000,000

Products/Completed Operations Aggregate:

\$1,000,000

Personal and Advertising Injury:

\$1,000,000

Each Occurrence:

\$2,000,000

Liquor Liability

\$5,000,000

#### 15.21.2 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 Lessee's use of autos pursuant to this Agreement, including owned, leased, hired, non-owned autos, and/or mobile equipment (i.e. golf carts) as each may be applicable.

#### 15.21.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Lessee will provide employees, or, is an employee 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 Lessee'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.

#### 15.21.4 Sexual Misconduct Liability

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

#### 15.21.5 Property Coverage

Lessees given use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County Indemnitees shall be named as an Additional Insured and Loss Payee on Lessee'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 Lessee to determine the full replacement value of the real property; third party assessments of the property, including but not limited to the contents, and the assessment (value, property measurements, etc.) are subject to the approval of the County. Individual coverage must be provided separate from the Commercial General Liability.

i. Personal Property: Automobile and Mobile Equipment

Special form ("all risk") coverage for actual cash value of County-owned or concession property; and

ii. Real Property and All Other Personal Property

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

15.21.6 Periods of Construction

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

- a. Builder's All-Risk Insurance: including flood coverage, covering the entire work, against loss or damage until completion and acceptance by the Director or Designee. Insurance shall be in an amount for the replacement value of the improvements and endorsed for broad form property damage, breach of warranty, explosion, collapse, and underground hazards. Deductibles shall not exceed five percent (5%) of the construction cost.
- b. Professional Liability: Insurance covering liability arising from any error omission, or negligent act of the Lessee, its officers, employees, contractors, or agents with a limit of not less than One Million Dollars (\$1,000,000) per claim.

15.21.7 Liquor Liability

Liquor Liability insurance (written on ISO policy form CG 00 33 or 34 or their equivalent) shall be provided and maintained by the Lessee if and when the

manufacturing, distribution or service of alcoholic beverages occurs in the Premises, with limits of not less than \$5 million per occurrence and \$10 million aggregate. If written on a "claims made" form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this Agreement, or replacement coverage shall be maintained until such time."

**15.22 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

15.22.2 The Lessee certifies to County each of the following:

15.22.2.1 That Lessee has a written policy statement prohibiting discrimination in all phases of employment.

15.22.2.2 That Lessee periodically conducts a self-analysis or utilization analysis of its work force

15.22.2.3 That Lessee has a system for determining if its employment practices are discriminatory against protected groups.

15.22.2.4 Where problem areas are identified in employment practices, the Lessee has a system for taking reasonable corrective action, to include establishment of goals or timetables.

15.22.3 The Lessee must 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.

15.22.4 The Lessee 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.

15.22.5 The Lessee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.

15.22.6 The Lessee shall allow County representatives access to the Lessee's employment/volunteer records during regular business hours to verify compliance with the provisions of this Sub-Paragraph 15.22 when so requested by the County.

15.22.7 If the County finds that any provisions of this Sub-Paragraph 15.22 (Nondiscrimination and Affirmative

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

15.22.8 The parties agree that in the event Lessee violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

**15.23 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT**

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

**15.24 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Lessee must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F (Safely Surrendered Baby Law) of this Agreement. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

**15.25 NOTICES**

All notices to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; facsimile or email or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be **American Golf of Glendale, 10670 N. Central Expy, Ste 700, Dallas, TX 75231, Attention: Paul Ballam**. The address to be used for any notice served by mail upon County shall be **Department of Parks and Recreation, 1000 South Fremont Avenue, Unit #40, Building A-9 West, Alhambra, CA 91803, Attention: Contracts and Procurement Division**, or such other place as may hereafter be designated in writing to Lessee by the Director. Service by mail; facsimile or email and shall be deemed complete upon deposit in the above-mentioned manner.

**15.26 PUBLIC RECORDS ACT**

15.26.1 Any documents submitted by Lessee; all information obtained in connection with the County's right to audit and

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

15.26.2 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 Lessee 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.

#### **15.27 RECYCLED BOND PAPER**

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

#### **15.28 RIGHT OF ENTRY**

15.28.1 Any officers, authorized employees and/or representative of the County may enter upon the *Golf Courses* at any and all times for the purpose of

determining whether or not the Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the *Golf Courses*.

15.28.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of two (2) days, Lessee 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 Demised Premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said Demised Premises and place any such property in storage for the account of and at the expense of Lessee; (3) sublease or sublicense the Demised Premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Lessee's breach of this Agreement. Entry by the officers and employees of County upon the Demised Premises for the purpose of exercising the authority conferred hereon as agent of Lessee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

15.28.3 No re-entry or taking of the Demised Premises by County pursuant to Sub-Paragraph 15.28.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention

is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction.

**15.29 SEVERABILITY**

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

**15.30 SUBLEASES**

15.30.1 Lessee shall not, without the prior written consent of the Director, sublease any portion of the Demised premises, or sublease any of the operation or activities authorized or required by this Agreement.

15.30.2 In the event the County determines that the Lessee has violated the sublease provision contained herein, the same shall constitute a material breach of this Agreement upon which the County may, in its sole discretion, determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Lessee to comply with the sublease provision. Notwithstanding any other provision of this Agreement, the parties hereby agree that under the current circumstances a reasonable estimate of such damage is One Thousand Dollars (\$1,000.00) and that the Lessee shall be liable to County for liquidated damages in said amount.

**15.31 SURRENDER OF DEMISED PREMISES**

15.31.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Lessee shall peaceably vacate the Demised premises 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 3.6 hereinbefore may be applicable thereto.

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

15.31.3 At least 90 days prior to the termination or expiration of this Agreement, Lessee shall allow County or newly selected Lessee a transition period for orientation purposes and the orderly transition of Lessee's current operation. This transition shall include access to the *Golf Courses*.

Lessee shall be required to provide assistance for an orderly transition of the *Golf Courses* to the County or another Lessee by the provision of personnel, plans and training. During this transition period Lessee shall continue operate the *Golf Courses* so that the operation is current at the termination or expiration of this Agreement.

## **15.32 TAXES AND ASSESSMENTS**

- 15.32.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee 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 Demised premises and any improvements located thereon. Lessee acknowledges that all *Golf Courses* may be subject to possessory interest taxes, and that such taxes shall be paid by Lessee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.
- 15.32.2 Lessee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

## **15.33 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE**

Failure of Lessee to maintain compliance with the requirements set for in Sub-section 15.11, Lessee's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Lessee under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Sub-Section 15.3, Cancellation.

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

Failure of Lessee to maintain compliance with the requirements set for in Paragraph 15.8, Lessee's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provisions of this Agreement, failure of Lessee to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Lessee, pursuant to County Code section 2.206.

**15.35 TERMINATION FOR IMPROPER CONSIDERATION**

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

15.35.2 Lessee 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 Lessee in writing by County

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

#### **15.36 TERMINATION FOR INSOLVENCY**

15.36.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following: Insolvency of the Lessee. The Lessee 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 Lessee is insolvent within the meaning of Federal Bankruptcy Code;

15.36.2 The filing of a voluntary or involuntary petition regarding the Lessee under the Federal Bankruptcy Code;

15.36.3 The appointment of a Receiver or Trustee for Lessee;

or

15.36.4 The rights and remedies of County provided in this Sub-Section 15.36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **15.37 INTENTIONALLY OMITTED**

**15.38     TERMINATION UPON TRANSFER OF TITLE OR GOLF  
COURSE CLOSURE**

15.38.1     Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the any of the *Golf Courses* to a governmental agency (assignee), the County reserves the right to: amend or terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Lessee with notice of amendment, termination or assignment of this Agreement pursuant to this provision.

15.38.2     Notwithstanding any other provision of this Agreement, in the event the County closes any of the *Golf Courses*, or a portion(s) thereof, this Agreement may be terminated or amended upon the effective date of such closure. Upon the effective date of closure, Lessee shall immediately cease its operations of the facility(ies) identified, and within fifteen (15) days there from remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Lessee of such closure. For a closure to be effective and this Agreement terminated as described above, County shall not engage in golf related activities at the Demised Premises at any time during the originally contemplated term of this Agreement following said closure, without Lessee's written consent. County and Lessee expressly agree that any closure prior to the fifteenth (15<sup>th</sup>) Agreement Year will only occur if

County and Lessee mutually consent to such Closure and in the event, Lessee provides consent to said closure the provisions of the immediately preceding sentence shall not apply.

## **15.39 TRANSFERS**

15.39.1 Lessee shall not assign its rights, delegate its duties, sublease, hypothecate, or mortgage this Agreement, whether in whole or in part, with or without consideration, without the prior written consent of County. Any attempted assignment, delegation, sublease license, hypothecation, or mortgage without the consent shall be null and void, and at County's sole discretion, such assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same by any entity other than the Lessee, without County's express prior written approval, may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Lessee as it could pursue in the event of a default by Lessee. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties.

15.39.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Lessee 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 Agreement shall terminate prior to the date for expiration thereof in the event of the death of Lessee occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

15.39.4 Shareholders, partners, members or other equity holders of Lessee may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Lessee to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Agreement and the transfer fee provided in Section 15.39.6 shall be assessed. Consent to any such transfer shall be refused if the Director or Designee, in his sole discretion, finds that the transferee is lacking in experience and/or financial ability to conduct the operation of the *Golf Courses*.

15.39.5 At any time prior to the end of the **fifth (5<sup>TH</sup>)** year of the term of this Agreement, the Director or Designee may determine this Agreement null and void in the event that any of the qualifying individuals of the leasehold

entity at the time of execution of this Agreement is/are no longer a partner in said entity, unless that individual is replaced by an individual who, in the Director's or Designee sole discretion, possesses the necessary qualifications and experience identified in the Request for Proposal (RFP). The Director's or Designee ability to determine this Agreement null and void shall be effectuated by providing Lessee with sixty (60) days written notice of such determination.

- 15.39.6 Any transfer, sale, exchange, assignment or divestment of its rights and obligations pursuant this Agreement, as described in Paragraph 15.39.4 above, Lessee shall pay County a transfer fee equal to the greater of: (1) \$100,000 or (2) two percent (2%) of the greater of (a) the gross sale price or (b) the fair market value of Lessee's interest in the concession. The Director or Designee, in his sole discretion, may require Lessee to obtain, at Lessee's sole cost, an appraisal of the FMV of the Lessee's interest in the concession. The Director or Designee, at his sole discretion, may have the appraisal reviewed by an independent appraiser retained by County. The Director or Designee then reserves the right to require the Lessee, at Lessee's sole cost, to obtain an additional appraisal by a different appraiser. Said sum shall be payable to the County of Los Angeles Department of Parks and Recreation in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's or Designee consent to such assignment, the assignor shall first deliver to assignee a written

schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director or Designee, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

- a. A transfer of an undivided interest in this Agreement between affiliated entities which results in a change in method of holding title, but does not result in a change to the proportional interests held by the affiliated entities prior to the transfer;
- b. An assignment which serves as security for the repayment of a loan from any lender, but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from this Agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;
- c. Such other assignment for which the Director, in his sole discretion, determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Lessee without any other change in the equity, in beneficial use of, or legal title to this Agreement as an asset, or the income produced thereby. The Director's decision in such cases shall be appealable to the Board of Supervisors within ten (10) days after receipt of

written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County of Los Angeles Department of Parks and Recreation, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Lessee in the event the Director's decision is reversed.

**15.40 WAIVER**

15.40.1 No waiver by the County of any breach of any provision of this Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 15.40 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**15.41 WARRANTY AGAINST CONTINGENT FEES**

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

15.41.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from this Agreement price or consideration, or otherwise recover, the full amount of

such commission, percentage, brokerage, or contingent fee.

**15.43 LESSEE PERFORMANCE**

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

**15.44 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS**

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

**15.45 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Lessee shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Lessee shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Lessee agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, appropriate documentation for voided transactions (including approval for the void), and proprietary data and information, shall be kept and maintained by the Lessee and shall be made available to the County during the term of this

Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Lessee 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 Lessee 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.

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

15.45.2 Failure on the part of the Lessee to comply with any of the provisions of this Sub-paragraph 15.45 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

15.45.3 If the County notifies the Lessee that the Lessee did/does not, to the reasonable satisfaction of the County (1) adequately maintain the documents required under Section 15.45 of this Agreement, and/or (2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions

that would not be prevented and/or detected in the normal course of business, and/or (3) if the County is not able to reasonably determine whether the Lessee reported and paid the correct amount due to the County under this Agreement, then the County will assess penalties specified in this section upon the Lessee.

15.45.4 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 Lessee to meet the requirements of this section of this Agreement, and that a reasonable estimate of such damages shall range from (1) **1% to 3%** of the total gross receipts for the period of time that the County determines the Lessee did not meet the requirements under this section of this Agreement, and/or (2) termination of this Agreement, determined at the sole discretion of the County.

15.45.5 In the event the County hires an Independent Certified Public Accounting firm (CPA) to perform an audit of the Lessee's gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Lessee, the CPA is unable to issue an unqualified opinion as to gross receipts for the Lessee, the CPA may employ alternative methods to impute rent for the period of inadequate records and calculate rent due. The CPA (or the Count) may use the Lessee'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 Lessee to pay for the cost of the CPA's audit.

15.45.6 In the event the County and/or a CPA firm concludes that the Lessee under-reported Gross Receipts to the County, and that under-reporting is equal to or greater than **5%** of the current or previous year's Gross Receipts reported by the Lessee, as determined at the sole discretion of the County, the Lessee 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.).

15.45.7 Lessee shall at all times during Agreement period and for five (5) years after the termination/expiration of this Agreement, keep, or cause to be kept, locally, to the reasonable satisfaction of the County true, accurate, and complete records for all accounting years covered by this Agreement. Records will show all transactions relative to the conduct of operations and be supported by data of original entry. Records shall detail transactions conducted on or from the premises separate and apart from those in connection with Lessee's other business operations, if any.

15.45.8 All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip. Cash registers shall have locked in sales totals and transaction counters that constantly accumulate and cannot be reset, and issue a tape (or other equivalent security mechanism) that imprint 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.

**15.46 GREEN INITIATIVES**

Lessee shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Lessee shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Lessee’s products prior to their use.

**15.47 TIME OFF FOR VOTING**

The Lessee 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 10 days before every statewide election, every Lessee and 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.

**15.48 COMPLIANCE WITH THE COUNTY’S SMOKING BAN ORDINANCE**

This Agreement is subject to the provisions of the County’s ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks (“Smoking Ban Ordinance”) as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made part of this Agreement.

**15.49     TERMINATION FOR NON-ADHERENCE OF COUNTY  
LOBBYIST ORDINANCE**

The Lessee, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Lessee, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Lessee or any County Lobbyist or County Lobbying firm retained by the Lessee to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

**15.50     OWNERSHIP/PARENT COMPANIES**

Lessee shall provide the name of all ownership entities including Corporations, Limited Liability Corporations, Partnership or legal entities of the firm executing this Agreement.

**15.51     VENDING MACHINE NUTRITION POLICY**

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

- a) by separate license agreement with a third-party provider (hereinafter the "Provider"), the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at the Facility; and
- b) the aforementioned 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 Lessee to sell snacks and non-alcoholic beverages from vending machines at the Facility. The Lessee shall comply with the County of Los Angeles Vending Machine Nutrition Policy (Exhibit K).

- 15.51.1 Lessee 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. Lessee 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).
- 15.51.2 The Department of Public Health (DPH) may periodically monitor these Contracts to ensure the Lessee's compliance with the County of Los Angeles Vending Machine Nutrition Policy. DPH shall communicate its findings to the Chief Executive Office and/or Department of Parks and Recreation. Failure to comply with the County of Los Angeles Vending Machine Nutrition Policy may, in the Director's sole discretion, constitute a breach of this Agreement.
- 15.51.3 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](mailto:chronic_disease@ph.lacounty.gov) if you have any questions on the vending machine policy and product compliance.

**15.52 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE  
POLICY ON HUMAN TRAFFICKING**

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

If a Lessee or member of Lessee's staff is convicted of a human trafficking offense, the County will require that the Lessee or member of Lessee's staff be removed immediately from performing services under the Agreement. 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 Lessee's staff pursuant to this paragraph will not relieve Lessee of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

**15.53 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The Lessee 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.lacounty.gov/>). The Lessee 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 Lessee, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Lessee, 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 Lessee to termination of contractual agreements as well as civil liability.

**15.54 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

**15.54.1 Jury Service Program**

This Agreement 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.

**15.54.2 Written Employee Jury Service Policy**

1. Unless the Lessee has demonstrated to the County's satisfaction either that the Lessee is not a "Lessee" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Lessee qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Lessee shall have and adhere to a written policy that provides that its Employees shall receive from the Lessee, 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 Lessee or that the Lessee deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "Lessee" means a person, partnership, corporation or other entity which has a Agreement with the County or a subcontract with a County Lessee 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 fulltime employee of the Lessee. "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) Lessee 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 Lessee uses any subcontractor to perform services for the County under the Agreement, 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 Lessee is not required to comply with the Jury Service Program when the Agreement commences, the Lessee shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Lessee shall immediately notify the County if the Lessee at any time either comes within the Jury Service Program's definition of

“Lessee” or if the Lessee no longer qualifies for an exception to the Jury Service Program. In either event, the Lessee shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Lessee demonstrate, to the County’s satisfaction that the Lessee either continues to remain outside of the Jury Service Program’s definition of “Lessee” and/or that the Lessee continues to qualify for an exception to the Program.

4. Lessee’s violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Lessee from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **15.55 INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE**

15.55.1 Lessee 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. The County’s IPM Program requirements as set forth in this Paragraph 15.55 can be found at: [www.lacountyipm.org](http://www.lacountyipm.org).

15.55.2 Lessee 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.

15.55.3 Employee training may be self-certified by Lessee, 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.

15.55.4 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, Lessee 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.).

**15.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Lessee shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Lessee's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

**15.57 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS**

15.57.1 Should the Lessee require additional or replacement personnel after the effective date of this Agreement, the Lessee 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 who meet the Lessee's minimum qualifications for the open position. For this purpose, consideration shall mean that the Lessee will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Lessee. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

**15.58 COUNTERPARTS AND ELECTRONIC SIGNATURES AND  
RESPRESENTATIONS**

15.58.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

15.58.2 The County and the Lessee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 7.0 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

**15.59 COVID-19 VACCINATIONS OF COUNTY LESSEE  
PERSONNEL**

15.59.1 At Lessee's sole cost, Lessee must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Lessee and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Lessee Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Agreement, and/or (3) coming into contact with the public while

performing services under this Agreement (collectively, "In-Person Services").

15.59.2 Lessee Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

15.59.3 Prior to assigning Lessee Personnel to perform In-Person Services, Lessee must obtain proof that such Lessee Personnel have been fully vaccinated by confirming Lessee Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Lessees who follow the CDPH vaccination records guidelines and standards. Lessee

must also provide written notice to County before the start of work under this Agreement that its Lessee Personnel are in compliance with the requirements of this section. Lessee must retain such proof of vaccination for the document retention period set forth in this Agreement, and must provide such records to the County for audit purposes, when required by County.

- 15.59.4 Lessee will evaluate any medical or sincerely held religious exemption request of its Lessee Personnel, as required by law. If Lessee has determined that Lessee Personnel is exempt pursuant to a medical or sincerely held religious reason, the Lessee must also maintain records of the Lessee Personnel's testing results. The Lessee must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Lessee Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Agreement, and/or (3)

coming into contact with the public while performing services under this Agreement.

15.59.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

15.59.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

15.59.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Agreement is with.

In addition to complying with the requirements of this section, Lessee must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit E (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **16.0 ENTIRE AGREEMENT**

This document and the Exhibit(s) attached hereto constitute the entire Agreement between County and Lessee for the use granted at the *Golf Courses* for the management, operation and maintenance of a golf course facility. 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 management, operation and maintenance of a golf course facility and the Demised Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

## **17.0 AUTHORIZATION WARRANTY**

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

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

**LESSEE**

By \_\_\_\_\_  
Paul Ballam

Senior Vice President – Business Development  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Norma E. García-González, Director  
Department of Parks and Recreation

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

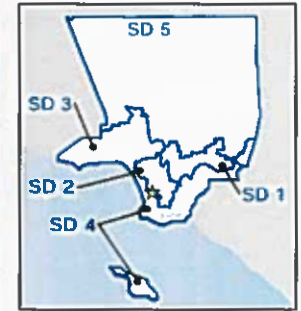
By \_\_\_\_\_  
Principal Deputy County Counsel

Exhibit A1-1  
Demised Premise

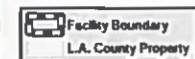
Alondra Golf Course  
16400 South Prairie Avenue, Lawndale, CA 90260



Land Ownership Information



County of Los Angeles



Facility Acreage: 150.5



County of Los Angeles  
Department of Parks and Recreation  
Planning and Development Agency



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RPH (Land Management and Compliance)

**Exhibit A1-2**  
**Course Description**  
**Alondra Golf Course**

16400 Prairie Avenue, Lawndale, CA 90260

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A 36-hole facility featuring an 18-hole regulation course and 18-hole par 3 course, flat terrain, mature, tree lined fairways located in the heart of Lawndale; The Alondra Golf Course occupies 155 acres and opened in 1950.

Blue: Par 72, 6500 yards  
White: Par 72, 6175 yards  
Forward: Par 72, 5659 yards  
Orange: Par 72, 4152 yards

- 36-hole facility – 18 regulation/18 community (par 3)
- Driving Range/Covered Night Lit Driving Range – dimensions 116 yards wide by 300 yards long, mats only 40 stalls.
- Putting Greens (3)
- Pitching/Chipping Area (1)
- Practice Bunker
- Banquet Facility – seating capacity 150/square footage 3,500. Outdoor seating potential.
- Club House – square footage 4,900
- Coffee Shop – square footage 1,800
- Pro Shop – square footage 1,800 + 1,000 (office above)
- Golf Carts - 60 with the option to provide less with Golf Ops approval
- Golf Lessons – yes, private and group
- Junior Golf Program – yes, private and County sponsored
- bunkers – 56 Regulation course, 7 Par 3 course
- Soil mixture – Sandy, Clay mixture
- Irrigation type – Toro single line
- Water availability – Reclaimed and Potable
- HVAC info – general roof top units



## **ALONDRA GOLF COURSE**

### **Building Size - Approximate**

- Clubhouse includes pro shop, back office area – 3,100 sq. ft. + upstairs offices
- Grill, lounge, kitchen, Banquet room, & banquet kitchen – 7,242 sq. ft.
- Cart storage area – 3,100 sq. ft.
- Restrooms 10th tee – 350 sq. ft.
- On course restroom hole 14th tee – 350 sq. ft.
- On course restroom Par 3 – 350 sq. ft.
- Maintenance Facility (3 buildings) – 3,600 sq. ft. – 2,750 sq. ft. – 1,350 sq. ft.
- Yard – 16,300 sq. ft.
- House – 1,800 (no occupancy allowed)

### **Maintenance Yard**

- Maintenance yard- 82,000 sq. ft.
- Chemical Storage- 100 sq. ft.
- Existing House – County Property – no occupancy allowed
- Fuel Tanks – 1000 Gal both Diesel & Unleaded – County property
- Chemical Storage in an Aluminum Storage Shed approx. 80 sq. ft. – Operator Property
- One small outside storage building – County property

### **Turf Type**

- Greens- POA/Bent Grass
- Tees - Perennial Rye Grass & Kikuyu
- Fairways / Approaches- Perennial Rye Grass & Kikuyu
- Roughs / Intermediate- Perennial Rye Grass & Kikuyu

### **Irrigation System**

- Age and Type of System- 50 Years Old
- # of Sprinkler Heads approx. 2000
- Irrigation Control- MCI Flowtronics installed in 2018
- Central / Box / Quick Coupler - Yes
- County pays for golf course irrigation water
- Controllers and Heads are Toro
- 56 controllers
- Irrigation Computer – Toro Site Pro Software
- 1 weather station

### **Driving Range**

- Netting, structure, range dividers and lighting

### **Golf Clubs**

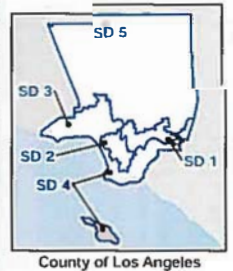
- Mens - Alondra Men's Club - Play every Wednesday
- Ladies - Alondra Women's Club - Play every Friday
- Senior - Alondra Senior Men's Club - Play every Monday
- Par 3 Ladies Club - Play every Wednesday
- Parking Lot
- 3.19 acres – 406 regular spaces – 9 ADA
-

## Exhibit A2-1 Demised Premise

### Diamond Bar Golf Course

22751 East Golden Springs Drive, Diamond Bar, CA 91765

#### Land Ownership Information



Facility Acreage: 172.3'



County of Los Angeles  
Department of Parks and Recreation  
Planning and Development Agency



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Created: 11/01/2017 by J. Diaz  
DPR Land Management and Compliance

## **Exhibit A2-2**

### **Course Description**

# **Diamond Bar Golf Course**

*22751 Golden Springs Dr,  
Diamond Bar, CA 91765*

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The Diamond Bar Golf Course is an 18-hole championship course, features rolling terrain, mountain vistas, a lake, wide fairways and large fast greens. The golf course occupies 174 acres and opened in 1964.

Men:

Blue: Par 72, 6801 yards

White: Par 72, 6497 yards

Women:

Silver: Par 73, 6001 yards



- 18-hole Facility
- Banquet Facility: seating capacity 325/approximately 4,000 square feet
- Clubhouse: Two buildings, approximately 15,000 square feet
- Grill and Lounge: Grill – 450 square feet, seating capacity 65/lounge approx. 425 square feet, seating capacity 55.
- Lighted Driving Range: 32 stalls, mats. 290 yards by 161 yards
- Golf Carts: 92 Carts
- Golf Lessons
- Pro Shop: square footage 750 square feet
- Practice Putting Greens
- Junior Golf Program
- Rounds played in FY 2015-2020: 384,287
- Revenue generated in FY 2015-2020: \$17,834,546
- # of bunkers 45
- Type of grass by area Greens: Poa annua, Fairways – Kikuyu & Bermuda, Tees – Kikuyu & Bermuda
- Soil mixture: Dirt/Clay
- Water: Fairways/tees reclaimed water. Greens potable water. Both provided by Walnut Water District
- HVAC: 5 HVAC units

## **DIAMOND BAR GOLF COURSE**

- #10 tee Snack Bar – 144 with a 12'X12' covered patio
- Sink, shelves, water heater – County property
- Cart Storage – 5,900 outdoor
- F&B Building – 11,600 sq. ft. incl KP
- Maintenance Facility – new 9,000 sq. ft.
- On Course Restrooms (2) – approx. 250 sq. ft.
- Pro Shop & Attached Office & Restrooms – 6,400 sq. ft.
- Chemical Storage – 100 sq. ft

### **Pro Shop**

- Counter and back area desk, slat wall – County property
- Camera System – Leased American Alarm
- POS – ForeUp

### **Grill**

- Counter & Cooking area including flat top, fryer, steam table & prep table – County Property
- Tables, chairs, table-top equipment (microwave etc) – Operator property **Maintenance**

### **Yard**

- Square Footage of Maintenance Facility- 9,000 sq. ft.
- Chemical Storage- 100 sq. ft.
- Approved number of occupancy for each clubhouse area- 250 seated or 400 standing

### **Turf Type**

- Greens- POA and Bent grass
- Tees - Perennial Rye, Bermuda & Kikuyu
- Fairways / Approaches- Perennial Rye Grass & Kikuyu
- Roughs / Intermediate- Perennial Rye Grass & Kikuyu

### **Irrigation System**

- Rain Bird and Nimbus II
- All FF&E's - Operator property

### **Pump Station**

- Age – Unknown Pumps are older – Flowtronics
- 4 pumps – 75 HP
- Variable Speed
- 1 pump replaced in 2018
- Bunkers- Refer to Appendix D-2 of the RFP
- Ponds / Lakes- Yes
- Water Pumped from lake on site – reclaimed & Walnut Valley Water District
- Condition of Water Storage Source/Pond Liners- fair condition
- Number of parking spots- 248 regular spaces and 7 ADA spaces

### **Banquet sales office**

- All FF&E's - Operator Property

**Banquet Kitchen**

- All utensils, pots & pans, serving ware – Operator property
- Ice machine, several freezers & refrigerators – Operator property
- One freestanding refrigerator – County property
- Dishwasher – EcoLab Leased
- Work area attached stainless steel – County property
- Walk-in refrigerator & freezer – County property
- Ovens on-line – County property
- Tilt Skillet – Operator property
- Alto sham ovens – County property
- Chef Office – Operator property
- Fryer, Grill, Oven, 6 burner stove – County property
- Steam table – prep line – County property
- Refrigerator on-line – County property
- Ice machine – Operator property
- All storage racks – Operator property

**Lounge**

- Bar counter, back bar, sinks, beer cooler – County property
- POS – ForeUp – Operator Property
- Tables, chairs, table-top equipment (microwave etc) – Operator property

**#10 tee Snack Bar**

- All tools & equipment in maintenance work area – Operator property
- Steel storage bin – leased by operator
- Fuel Tanks (above ground)– Both diesel & unleaded – 100 Gallons each – County property

**Parking Lot**

- 2.45 Acres
- 7 ADA Compliant spaces – 248 regular spaces

**Cart Storage**

- Exterior building storage for 95 carts
- Has Clarifier – Pumped by Operator twice a year
- Mechanic Area – All tools, Equipment, storage and furniture – Operator property
- Air compressor – Operator property

**Range**

- East side shed – County property
- West side shed – Operator property
- All Mats, balls, ball caddies, target flags – Operator property
- Ball washer & dispenser – Operator property
- Lights, Netting – County property

## **EXHIBIT A2-3**

### **STATEMENT OF WORK**

During Closure Period Of the  
Diamond Bar Golf Course

#### **1.0 FACILITY**

##### **Diamond Bar Golf Course**

22751 Golden Springs Dr,  
Diamond Bar, CA 91765

Regulation 18-hole course featuring rolling terrain, large tree lined fairways, mountain vistas and a lake. TEES: Blue: Par 72/73, 6801 yds. White: Par 72/73, 6497 yds. Red: Par 72/73, 6001 yds. Amenities include: a driving range, two practice chipping and putting greens, coffee shop, banquet/meeting facility, cocktail lounge area, 10<sup>th</sup> Tee refreshment building, and pro shop.

#### **2.0 SCOPE OF SERVICES**

- 2.1 The scope of this service is to operate, manage and maintain the Diamond Bar Golf Course in accordance with the specification as shown on Appendix H, Golf Operations Daily Golf Course Maintenance Schedule, and all aspects including but not limited to: the landscaping areas along frontal streets, practice putting greens, aprons, and collars. Other facilities that will need to be maintained also include, but are not limited to, the various systems not under renovation including the lake pumps, the pro shop with starter office and two restrooms, cart storage areas, coffee shop, lounge area with two restrooms, 10<sup>th</sup> tee refreshment building, parkway areas, driving range, practice greens, clubhouse lawns, and all areas, including trees, not impacted by the construction as shown on Appendix D5 "Area to be Maintained By SGVCOG"
- 2.2 Lessee shall provide for all staffing, utilities, equipment, services and supplies necessary for the operation of the golf course including, but not limited to: equipment purchases, facility maintenance, staffing costs, marketing and scheduling of future banquet reservations, maintain an active/current website and all necessary utility costs.

#### **3.0 RESPONSIBILITIES**

Lessee shall provide the appropriate staffing levels for the provision of all services and or activities not impacted by the construction project including, but not limited to the following:

### 3.1 Services

- 3.1.1 Lessee shall provide three hourly maintenance workers and three salaried positions, including the General Manager, Facilities Superintendent, and a Banquet Sales Director. Additional staff may be employed at the sole discretion of the Director.
- 3.1.2 Provide all the labor, materials, equipment, and all other related items necessary for the provision of golf operation services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards as specified in Appendix H, Golf Operations Daily Golf Course Maintenance Schedule.
- 3.1.3 Maintain the Greens as specified in Appendix H, Golf Operations Daily Golf Course Maintenance Schedule.
- 3.1.4 Provide managing interests in upcoming events, tournaments, marketing and scheduling of future banquets reservations and shall maintain a current website to be used for course updates and weekly updates of the construction project, and also includes a link to the County of Los Angeles Department of Parks and Recreation Website.
- 3.1.5 Take online, telephone, and in-person inquiries/reservations.
- 3.1.6 Take and process all future reservations request and group tournaments.
- 3.1.7 Open and close the facility as specified in Section 3.4, Hours of Operation
- 3.1.8 Total all sales daily and maintain a clear record of total sales for all future events, reservations, and group tournaments.
- 3.1.9 Lessee is responsible for obtaining all necessary licenses.

For additional details on the performance requirements of this section, see Chapter III, Staff and Employees Responsibilities, of Exhibit B, Golf Operations Manual

### 3.3 Maintenance

Lessee shall be responsible for providing all equipment and necessary staffing to operate, manage and maintain the areas of the golf course not impacted by the construction project as shown on Appendix D5 "Area to be maintained by SGVCOG."

#### 3.3.1 Building and Equipment

Lessee shall share the fuel tank and wash down area with the SGVCOG Contractor which will be maintained by the SGVCOG Contractor. All other structures, improvements, fixtures, trade fixtures, equipment and utilities shall be maintained by the Lessee in good operable, useable and sanitary order and repair and in good safe condition throughout the facility closure period.

### 3.3.2 Graffiti Control

Lessee shall be responsible for the removal of all graffiti throughout the exterior and interior of the facilities. All materials and processes used for graffiti control shall be non-injurious to surfaces and adjacent golf course property.

### 3.3.3 Grounds Maintenance

Lessee shall be responsible for the following Grounds Maintenance requirements: Mow, edge, trim, over seed, fertilize, aerate, irrigate, sod, top-dress, spray, mop, spot irrigate, syringe, and renovate turf and shrub areas designated hereunder, as well as, provide weed control, disease and pest control, tree maintenance, Rain Bird and Nimbus-2 irrigation system maintenance, keep swales in good repair, and the necessary maintenance of any appurtenant structures and equipment, and other duties as set forth in Appendix H, Golf Operations Daily Golf Course Maintenance Schedule.

### 3.3.4 Driving Range

- a. All target greens must be verticut in the fall prior to the winter over seeding and topdressing program.
- b. Overseed target greens in October for winter season growth and as often as necessary throughout the remainder of the year in order to ensure optimum aesthetics.

### 3.3.5 Greens and Aprons

#### a. Greens

- Mow greens (not less than 3/16 inch and not more than 5/16 inch) daily March through October and minimum of four times per week November through February.
- Greens shall be mowed with a reel-type mower with no less than seven (7) blades per reel. Mower shall be designed specifically for mowing golf greens and of the type, make and model accepted by the golf industry.
- Verticut all green twice monthly February through November or as deemed necessary by the County.
- Verify greens at a least three (3) times per year or more frequently if needed and remove plugs the same day. Top dress the greens as needed to maintain proper drainage and to maintain smooth putting surfaces.
- Lightly top dress two (2) times per month to control thatch, improve drainage, increase rooting medium and promote smooth putting surfaces.
- Treat greens with proper chemicals to prevent and or control invasive grasses, broadleaf weeds, insects, disease and other pests.

#### b. Aprons

- The greens aprons shall be a minimum of three feet (3') in width and mowed with a reel type mower at a height of one-half inch (1/2") or less a minimum of (3) three times weekly April through October and two (2) times weekly November through March.
- Verticut all aprons in the fall prior to the winter overseeding and topdressing program. Verticut aprons as needed for thatch removal for the remainder of the year.
- Overseed aprons and approach areas in October for winter season growth and as often as necessary throughout the remainder of the year in order to ensure optimum quality turf conditions and playability.
- Aerify aprons a minimum of three (3) times per year and top-dress.
- Repair worn and damaged turf areas as they occur by overseeding or resodding to ensure playable aprons at all times.
- Treat aprons and greens surrounds with proper chemicals to prevent and or control invasive grasses, broadleaf weeds, insects, disease and other pests.

**NOTE:** The use of all glyphosate-based products is prohibited for the control and abatement of weed and/or invasive grass

### 3.4 Hours of Operation

The days and hours of operation for all services provided at this facility shall be as follows, unless otherwise specified or required by the County during the period the course is closed:

- 3.4.1 Monday – Friday 8:00 a.m. to 5:00 p.m.
- 3.4.2 Saturday, Sunday and Holidays 8:00 a.m. to 5:00 p.m.
- 3.4.3 Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director.
- 3.4.4 Lessee may close the golf courses during periods of inclement weather with prior notification provided to the Director.

### 3.5 Buildings and Equipment

Lessee shall provide all maintenance, equipment, furniture and supplies to fulfill the requirements of this Agreement, whether through lease or purchase.

- 3.5.1 Lessee shall keep and maintain all structures, improvements, fixtures, trade fixtures, equipment, furniture, and utilities in good operable, useable, and sanitary order and repair and in good safe condition.
- 3.5.2 Lessee shall be responsible for graffiti control. All graffiti throughout the exterior and interior of the facilities shall be removed immediately. All materials and processes used for graffiti control shall be non-injurious to surfaces and adjacent golf course property.
- 3.5.3 Lessee shall be responsible for all equipment and furniture kept within the premises not affected by the construction project and will maintain the storage structures and or areas as set forth in Appendix H, Golf Operations Daily Golf Course Maintenance Schedule.

3.6 Equipment, Furniture and Supplies

Lessee shall provide all equipment, furniture and supplies to fulfill the requirements of this contract whether through leases or purchase.

3.6.1 Coffee Shop/Club house

Provide staff, furniture, equipment, and supplies.

3.6.2 Inventory List

Lessee shall establish and maintain an inventory of all equipment, furniture and supplies. The Lessee shall provide a copy of the inventory within five (5) days of a request by the County. Upon expiration or termination of this Agreement, all equipment, furniture and supplies purchased with revenues generated shall become the property of the County.

3.7 Additional Lessee Requirements

3.7.1 The Lessee shall thoroughly complete all services and operations in a professional, workmanlike manner. To this end, the Lessee will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

3.7.2 The Lessee shall provide the labor, materials, equipment, and all other related items necessary for the provision of golf operation services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

3.7.3 The Lessee shall provide the County with the names and telephone numbers of at least two (2) qualified persons who can be called by County representatives when emergency maintenance conditions occur outside the facilities' hours of operation.

3.7.4 The Lessee shall, during the hours and days of service, respond to all emergencies within two (2) hours of notification.

3.8 Lessee's Staff

3.8.1 The Lessee shall provide the staffing levels identified in Section 3.1.1 above, to manage and maintain the golf course.

3.8.2 Per the State of California Labor Code, the Lessee is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Lessee shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him/her to perform any of the work described herein as labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Agreement by the Lessee, or any subcontractor under the Lessee, upon any of the work included in said Agreement for each

calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

3.9 Inspection

The County or its authorized agents, auditors, or representatives shall have the right, during normal business hours, to review, inspect, audit, and copy the books, records, invoices, deposit receipts, canceled checks, and all other accounting and financial information maintained by the Lessee in connection with the golf course operation. All such books and records shall be made available to the County at the golf courses unless the County and the Lessee agree upon another location. The County shall, at its own discretion and expense, have the right to retain an independent accounting firm to audit the books and records of the golf courses from time to time.

3.10 Parkway

Lessee shall provide all the equipment and labor necessary to maintain all parkway area and trees thereon between the golf course fence lines and the curb lines along Grand Avenue and Golden Springs Drive.

3.11 Irrigation

Lessee shall be responsible for all the equipment and labor for monitoring the irrigation systems not impacted by the construction project for: coverage, adjustment, clogging of lines, breaks, main lines, valves, sprinkler heads and controller, clock schedule, and removal of obstacles, including plant materials which obstruct the spray.

3.12 Other Required Duties

Lessee shall provide all the required equipment and labor necessary to:

- a. Remove all litter daily and debris from the golf course premises that is not created by the construction project. Remove all trash and debris resulting from golf course maintenance as it occurs. Clean, repair and replace trash receptacles as necessary to maintain clean, safe and sanitary conditions at all times.
- b. Maintain shrub and groundcover plantings and lawn areas in a manner to promote proper health growth and an aesthetically pleasing appearance at all times.
- c. Maintain all trees in safe, healthy and esthetically pleasing condition at all times, keeping adjacent turf mowed and trimmed to the trunks of trees that are not impacted by the construction project.
- d. Maintain and repair as necessary surface flow lines swales, catch basins, grates, sub-surface drainage system and other drainage structures in clear,

weed-free and properly functioning at all times that are not impacted by the construction project.

#### **4.0 ACCOUNTS: WORKING FUNDS; DISBURSEMENTS OF FUNDS; RECORDS AND REPORTS**

##### **4.1 Golf Course Accounts**

County shall establish appropriate bank account(s) for the golf course at a banking institution or institutions selected by the Director. Such account shall be in the County's name (the Golf Course Account). The County shall be named a co-signor on the Operating Fund Account. The Lessee shall deposit on a daily basis in the Golf Course Accounts all monies received from the operation of the golf courses. Any interest earned on the monies in the Golf Course Accounts shall be the property of the County. The Lessee shall also maintain funds in amounts approved by the Director in petty cash funds at the pro-shop and coffee shop at the golf course.

##### **4.2 Books and Records**

The Lessee shall keep separate, full, and accurate books of accounts and such other records as are necessary to reflect the results of the operation of the golf course. All books and records for the golf course shall be located at the golf course. All accounting records shall be maintained in accordance with generally accepted accounting principles and shall be maintained in an accrual format. All books, records and reports shall be maintained separately from other facilities operated by the Lessee. The Lessee agrees to maintain reasonable and necessary accounting, operating, and administrative controls relating to the financial aspects of the golf courses and such controls shall provide checks and balances designed to protect the golf courses, the Lessee and the County. Upon expiration or termination of this Agreement, all financial and accounting books and records shall become the property of the County and shall be delivered to the Director by the Lessee within ten (10) days following termination thereof.

Exhibit A2-4  
Diamond Bar GC Expense Reimbursement Matrix

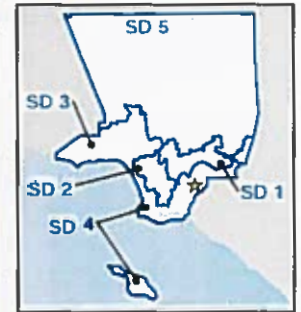
[illegible]

**Exhibit A3-1  
Demised Premises**

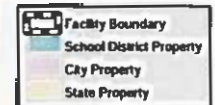
**Don Knabe Golf Center and Junior Academy**  
13717 Shoemaker Avenue, Norwalk, CA 90650

**NORWALK GOLF COURSE**

**Land Ownership Information**



County of Los Angeles



Facility Acreage: 10.99



County of Los Angeles  
Department of Parks and Recreation  
Planning and Development Agency



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DWI (S and M) and Compliance

## **Exhibit A3-2 Course Description**

### **Norwalk Golf Course**

*13717 Shoemaker Avenue, Norwalk, CA 90650*

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The Norwalk Golf Course is a par 3, 9-hole course that features. The facility occupies 12 acres and opened under the management of the County of Los Angeles in 2017

- 9-hole, par 3 facility
- Clubhouse: 1,400 square feet
- Community room: 1,200 square feet
- Double Deck Driving Range: First Floor 4,304 square feet, Second Floor 3,473 square feet, 30 stalls
- 15- yard regulation goal post
- Two (2) bent grass practice putting greens (2,300 square feet/5,660 square feet)
- 3,300 square feet chipping green and practice bunker
- Golf Lessons
- Pro Shop: 1,006 square feet
- Junior Golf Program
- Rounds played in FY 2017-2020: 56,312
- Revenue generated in FY 2017-2020: \$930,475
- Number of bunkers: 6
- Type of grass by area Greens: Dominant Plus Bent grass/ Collars, Fairways, Surrounds, Rough: Tiffsport Bermuda
- Soil mixture: Greens soil: USGA Greens Mix/ Everything else is native soil
- Irrigation type: Toro Lynx/ Weather Station
- Water availability: Reclaimed Water
- HVAC: (2) Rooftop Gas/ Electric Units (Make: Trane) (Model: YHC060) (5 Ton) 1 Services the Community Room and 1 Services the Pro Shop  
Exhaust Fans: GreenHeck GB-101 (Indoor/Outdoor Restrooms and janitor Closet) and SP-A510 (Telephone and Electrical Room)



## **NORWAL GOLF COURSE**

### **Maintenance Yard**

- Square Footage of Maintenance Facility- 808 sq ft
- Square Footage of Maintenance yard- 11,700sq ft including the nursery

### **Building Size**

- Approved number of occupancy for each clubhouse area , Community-1,200 sq ft (occupancy 70 room ), Pro shop- 1,400 (occupancy 28)
- Ordinances Limiting Use- 10pm-7am according to City of Norwalk Park Ordinance
- Range / Lights or F & B- Range lights, course lights, no F&B
- Acreage and Turf Type - 6.5 acres fairway/ Rough
- Greens Dominant Plus - 0.87acre
- Tees – Synthetic Turf Grass

### **Parking Lot**

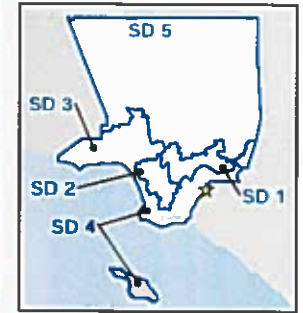
- Number of parking spots - 69 regular and 3 ADA compliant
- Website if available- None

# Exhibit A4-1 Demised Premise

**La Mirada Golf Course**  
15501 East Alicante Road, La Mirada, CA 90638



## Land Ownership Information



County of Los Angeles



Facility Acreage: 127.14



County of Los Angeles  
Department of Parks and Recreation  
Planning and Development Agency



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 DPW (Land Management and Compliance)

## **Exhibit A4-2 Course Description**

### **La Mirada Golf Course**

*15501 E. Alicante Road, La Mirada, CA 90638*

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The La Mirada Golf Course is an 18-hole Regulation course featuring large trees, challenging rolling hills and a lake. The facility occupies 140 acres and opened in 1963.

Men:

Blue: Par 70, 6083 yards

White: Par 70, 5825 yards

Women:

Red: Par 71, 5641 yards

- 18-Hole Facility
- Banquet Facility: seating capacity 400/approximately 4,740 square feet
- Clubhouse: 10,000 square feet (2 stories)
- Grill and Lounge
- Lighted Driving Range: 75 yards by 225 yards, Grass and Mat hitting stations, 45 stalls
- Golf Carts: 100 with the option to provide less with Golf Ops approval
- Golf Lessons
- Pro Shop: Attached to clubhouse, lower level, 3,850 square feet
- Practice Putting Greens
- Practice Chipping Green with Bunker
- Junior Golf Program
- Rounds played in FY 2015-2020: 485,904
- Revenue generated in FY 2015-2020: \$20,607,390
- Number of bunkers: 41
- Type of grass by area - Greens/Poa, Tees/Bermuda, Kikuyu and Rye, Fairways/Bermuda, Kikuyu (mixture of several grasses)
- Soil mixture: Clay and Sand
- Irrigation type: Toro/ Rainbird
- Water: potable
- HVAC: Central



## **LA MIRADA GOLF COURSE**

### **Maintenance Yard**

- Square Footage of Maintenance Facility – 3,000
- Square Footage of Maintenance yard – 14,000
- Chemical Storage - steel bin building – Operator
- 2 nursery greens
- Lockers- County property
- New HVAC

### **Building Size - Approximate occupancy**

- Grill – under 150 occupancy
- Lounge – currently closed – under 50 occupancy
- Banquet Hall Kitchen & Office – 12,489sqft – 546 occupancy
- Banquet outdoor patio – 1,650
- On Course Restroom/Snack Bar - 600
- Ordinances Limiting Use- Local noise ordinances do apply. Noise levels must be minimal from 10 p.m. to 7 a.m.

### **Irrigation System**

- # of Sprinkler Heads – 1700
- Double row
- In/out on Greens- Both
- Control - Rain Bird and Nimbus II
- Software – Nimbus Version 8
- Irrigation system 20+ years old – all controller/stations working

### **Parking Lot**

- Parking Lot - ADA Compliant Stall – 6 & Regular Stalls - 260

### **Organized Clubs**

- Men's Club - Play day once a month on Sunday – day varies (club decides)
- Triple S Seniors – 1st, 2nd and 4th Wednesdays every month at 7 am

**Grill Area**

- Kegerator leased from Classic
- Grill top & fryers – County property
- Cold table – Operator property
- Hot prep table – County property
- Ice Machine – Operator pr3 property
- Dishwasher – EcoLab leased
- 3 free standing refrigerator/freezers – Operator property
- Coffee machine leased

**Lounge area**

- Closed – Plumbing repairs
- All sinks & bar County property

**Outside**

- Bag racks – Operator property
- Trash Cans – Operator property

**Range**

- Mats, Balls Ball Caddies – Operator property
- Netting, structure & lighting – County property

**Pro shop**

- Safe – County property
- POS – Operator property

**Pro Shop Back Office**

- Phones – Operator property
- Main Camera System – ADT
- Extra Cameras – AGC purchased – Attached to property

**Cart Storage Area**

- Air compressor – Operator property

**Banquet Kitchen**

- Walk-ins – County property
- Coffee Machine leased
- Kitchen equipment – all unattached – Operator property
- Dishwasher – EcoLab leased
- Stainless sinks – multiple – County property
- Other attached stainless storage & tables – County property
- Ice machine – Operator property
- Steam table – County property

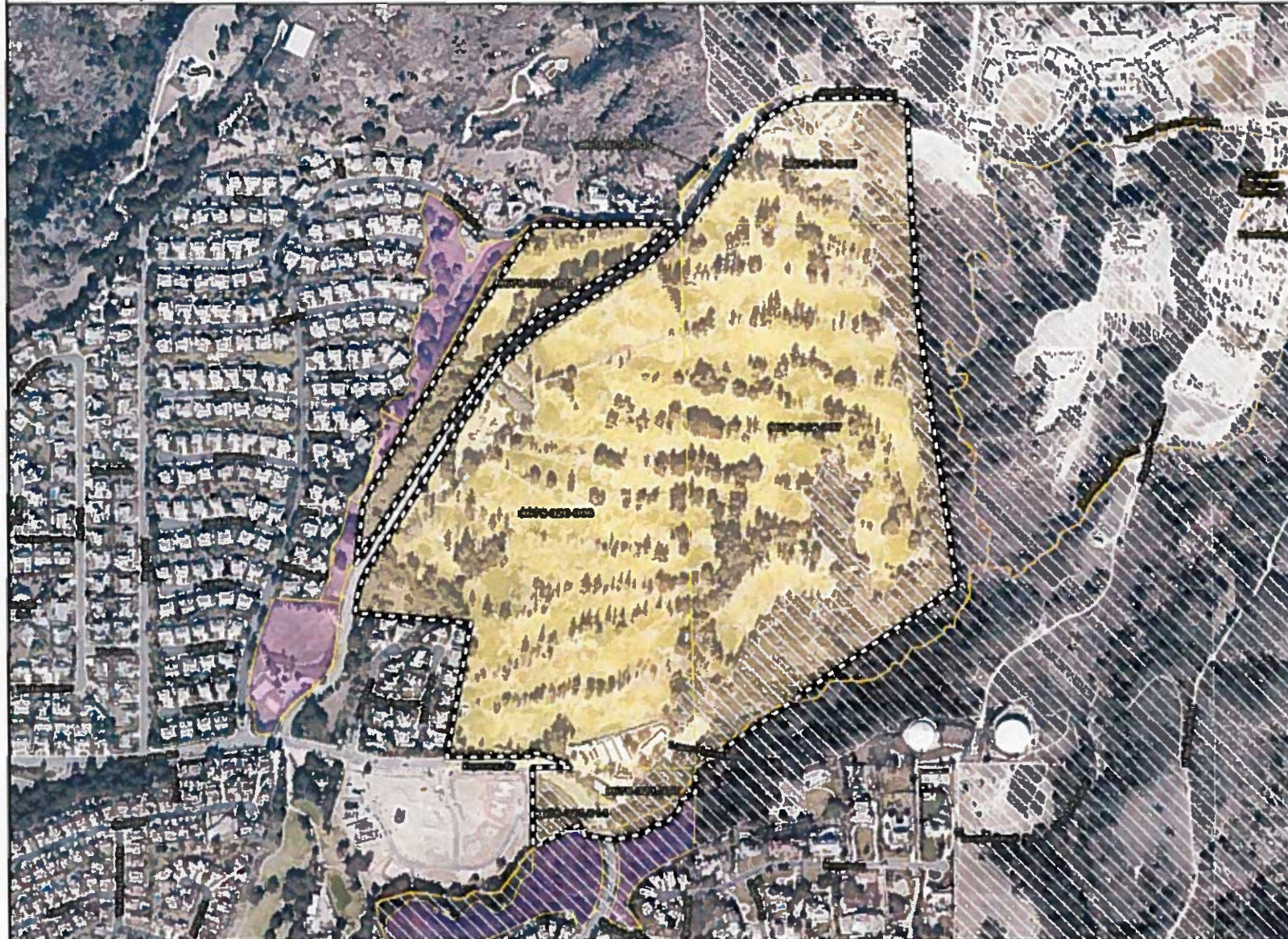
**General Banquet & Grill**

- All Furniture, utensils, POS, Storage Racks – Operator property
- Upstairs patio lights – operator property

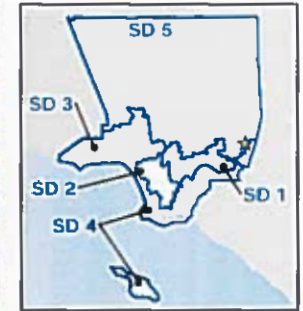
**Ordinances Limiting Use – To be verified by bidder**

# Exhibit A5-1 Demised Premise

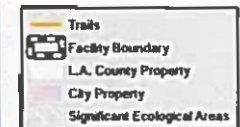
**Marshall Canyon Golf Course**  
6100 North Stephens Ranch Road, La Verne, CA 91750



## Land Ownership Information



County of Los Angeles



**Facility Acreage:** 156.28



County of Los Angeles  
Department of Parks and Recreation  
Planning and Development Agency



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LPRM (Land Management and Compliance)

## **Exhibit A5-2**

### **Course Description**

# **Marshall Canyon Golf Course**

*6100 N. Stephens Ranch Road, La Verne, CA 91750*

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The Marshall Canyon Golf Course is an 18-hole Regulation course nestled in the San Gabriel Mountains. The facility occupies 164 acres and opened in 1967.

Men:

Blue: Par 71, 6145 yards

White: Par 71, 5908 yards

Women:

Red: Par 73, 5559 yards

#### 18-hole golf course

- Banquet facility: seating capacity 110-128/ 7,690 square feet
- Clubhouse: 12,278 square feet
- Coffee Shop: Attached to Clubhouse, 3,380 square feet
- Driving Range: 48 Yards by 245 yards Mat and Grass hitting stations, 15-18 stalls
- Golf Carts: 85 with the option to provide less with Golf Ops approval
- Golf Lessons
- Pro Shop: Attached to Clubhouse 2,250 square feet
- Practice Putting Green
- Junior Golf Program
- Rounds played in FY 2015-2020: 209,336
- Revenue generated in FY 2015-2020: \$7,273,165
- Number of bunkers: 29
- Type of grass by area: Greens/Poa, Tees/Bermuda, Kikuyu and Rye, Fairways/Bermuda, Kikuyu (mixture of several grasses).
- Soil mixture: Clay and Sand
- Irrigation type: Mixture, Hunter, Toro and Rainbird
- Water: Potable from City of La Verne
- HVAC: Units 2-5 ton



## **MARSHALL CANYON GOLF COURSE**

### **Maintenance Yard**

- Square Footage of Maintenance Facility- 2,150
- Square Footage of Maintenance yard- 26,500

### **Building Size - Approximate occupancy**

- Grill – 2,500 sq. ft. – includes kitchen – 40 occupancy
- Office area – 100 sq. ft. & 300 sq. ft.
- Foyer & restrooms – 1900 sq. ft.
- Storage (outside pro shop) – 120 sq. ft.
- Banquet area – 2200 sq. ft. - 125 occupancy
- Cart Storage – 7,200 sq. ft. - 72 cart storage

### **Irrigation System**

- # of Sprinkler Heads - 1400
- Quick couplers at greens
- Sprinkler Heads - Hunter and Rain Bird
- Galvanized Irrigation lateral lines

### **Parking Lot**

- Parking Lot - ADA Stall – 8 & Regular Stalls - 120

### **Organized Clubs**

- Marshall Canyon Men's Club - Play 4th Saturday of each month
- Marshall Canyon Senior Men's Club - Play Tuesday morning
- Marshall Canyon Women's Club - Play Tuesday morning

### **Turf Type**

- Greens - POA and Bent grass
- Tees - Kikuyu and Rye grass
- Fairways / Approaches - Kikuyu and Rye grass
- Roughs / Intermediate - Kikuyu and Rye grass

## **APPENDIX B**

### *Golf Operations Manual*

(Available upon request)





**LOS ANGELES COUNTY**  
**DEPARTMENT OF PARKS AND RECREATION**  
**GOLF OPERATIONS**  
Daily Golf Course Maintenance Schedule

The following standards are developed to meet the high expectations of the users of the Los Angeles County Golf System. The emphasis is on creating consistency and value in the form of a well maintained and well-groomed golf course at all times.

The prescribed maintenance standards are endorsed and practiced by the Golf Course Superintendents Association of America and the United States Golf Association (GCSAA and USGA). Maintenance standards may be adjusted as needed, at the discretion of the Director, due to, but not limited to, weather conditions, water quality, soil quality and turf conditions.

**Maintenance Standards**

**1. Greens Maintenance**

- Soils analysis of greens complex soils must be performed once every two (2) years. The initial test shall be performed within 30 days of commencement of the lease with test results submitted to the Golf Operations within 45 days of commencement of the lease. Soils analysis must be performed by an industry recognized soils testing laboratory. Lessee shall implement and complete program to apply prescribed soil additives/fertilizers as recommended by such test in order provide for uniform growth and color of turf.
- Exclusive of soils analysis program, fertilize greens at a frequency and rate that will promote healthy turf propagation.
- Maintain greens to achieve a minimum 8.5 Stimp Meter reading at all times.
- Mow greens daily with a reel-type mower designed specifically for mowing golf greens and of the type, make and model accepted by the golf industry.
- Verticut all greens to prevent mat and thatch build-up and to maintain smooth putting surfaces.
- Aerify greens at a minimum of three (3) times per year or more frequently if needed and remove plugs the same day. Top dress the greens as needed to maintain proper drainage and to maintain smooth putting surfaces.
- Lightly top dress two (2) times per month to control thatch, improve drainage, increase rooting medium and promote smooth putting surfaces.
- Treat greens with proper chemicals to prevent and or control invasive grasses, broadleaf weeds, insects, disease and other pests.

- Edge greens perimeters two (2) times per month, March through October and one (1) time per month, November through February.
- Damaged turf on the greens due to, but not limited to: vandalism, disease, operator error and malfunctioning equipment, must be resodded immediately.
- Change cups and repair ball marks daily.
- Replace golf flags (red, white and blue system), with approved County logo, three (3) times per year. Golf poles must be replaced a minimum of one (1) time per year.

## **2. Greens Aprons**

- The greens aprons shall be a minimum of three feet (3') in width and mowed with a reel type mower at a height of one-half inch (1/2") or less a minimum of (3) three times weekly April through October and two (2) times weekly November through March.
- Verticut all aprons in the fall prior to the winter overseeding and topdressing program. Verticut aprons as needed for thatch removal for the remainder of the year.
- Overseed aprons and approach areas in October for winter season growth and as often as necessary throughout the remainder of the year in order to ensure optimum quality turf conditions and playability.
- Aerify aprons a minimum of three (3) times per year, and top-dress.
- Repair worn and damaged turf areas as they occur by overseeding or resodding to ensure playable aprons at all times.
- Treat aprons and greens surrounds with proper chemicals to prevent and or control invasive grasses, broadleaf weeds, insects, disease and other pests.

## **3. Nursery Green**

- Each golf course must maintain a greens turf nursery. The minimum size of the turf nursery shall be:
  - \* 9 Hole Facility-----5,000 s. f.
  - \* 18 Hole Facility-----10,000 s. f.
  - \* 27 Hole Facility-----12,500 s. f
  - \* 36 Hole Facility-----15,000 s. f
- The maintenance standards are herein contained in the "Greens Maintenance" standards listed above. Additionally, sod removed from the nursery green must be backfilled and seeded immediately.

## **4. Tee Maintenance**

- Soils analysis of tee complex soils must be performed once every two (2) years. The initial test shall be performed within 30 days of commencement of the lease with test results submitted to the Golf Operations within 45 days of

commencement of the lease. Soils analysis must be performed by an industry recognized soils testing laboratory. Lessee shall implement and complete program to apply prescribed soil additives/fertilizers as recommended by such test in order provide for uniform growth and color of turf.

- Exclusive of soils analysis program, fertilize tees at a frequency and rate that will promote healthy turf propagation.
- Mow tee decks a minimum of three (3) times weekly April through October and two (2) times weekly November through March. Decks must be mowed with a reel type mower and at a height of seven sixteenths of an inch (7/16") or less.
- Mow decks to maintain their original shape and design.
- Verticut all tee decks in the fall prior to the winter overseeding and topdressing program. Verticut tee decks as needed for thatch removal for the remainder of the year.
- Overseed tees in October for winter season growth and as often as necessary throughout the remainder of the year to ensure optimum quality turf conditions and playability.
- Aerify tee decks a minimum of three (3) times per year, and topdress.
- Repair worn and damaged turf areas as they occur by overseeding or resodding to provide for level playing surfaces and uniform turf coverage at all times.
- Fill-in divots with sand and seed mixture on all Par-3 holes four (4) times per week to provide for level playing surfaces and uniform turf coverage at all times.
- Service tee complex daily by moving tee markers, benches, ball washers, sand and seed buckets and remove all litter.
- Inspect ball washers daily to ensure that they are filled with the appropriate cleaning solution and that each washer has a towel that is clean and in good condition.
- Each tee complex must have a minimum of one (1) bench with back support and one (1) ball washer.
- Empty trash receptacles daily.
- Treat tee complexes with proper chemicals to prevent and or control invasive grasses, broadleaf weeds, insects, disease and other pests.

#### **5. Tee Complex Accessories**

- Tee signs (including support post) must be clean, legible, upright and straight at all times.
- Daily tee markers must be repainted or replaced a minimum of two (2) times per year. Damaged tee markers must be replaced immediately.
- Permanent tee markers must be repainted a minimum of two (2) times per year. Damaged permanent markers must be replaced immediately.

- Ball washers (including stem and base) must be repainted a minimum of one (1) time per year. Ball washers must be maintained and in good repair at all times, including but not limited to handles and cleaning brushes. Damaged washers and or parts must be replaced immediately.
- Trash receptacles must be maintained in good repair at all times. Damaged receptacles must be replaced immediately. All on course receptacles must be uniform in size and color.
- Tee benches, with back support must be maintained in good repair at all times. Damaged benches must be replaced immediately.
- Sand buckets, with sand and seed mixture, must be in good repair and be provided on all par-3 tee boxes. Damaged sand buckets must be replaced immediately.

**With the exception of the sand buckets on the par 3 tee boxes, all items listed above (Tee Complex Accessories) must be provided on all of the tee complexes.**

## **6. Fairway Maintenance**

- Soils analysis of fairway soils must be performed once every two (2) years. The initial test shall be performed within 30 days of commencement of the lease with test results submitted to the Golf Operations within 45 days of commencement of the lease. Soils analysis must be performed by an industry recognized soils testing laboratory. Lessee shall implement and complete program to apply prescribed soil additives/fertilizers as recommended by such test in order provide for uniform growth and color of turf.
- Exclusive of soils analysis program, fertilize fairways at a frequency and rate that will promote healthy turf propagation.
- Mow fairways a minimum of three (3) times weekly April through October and two (2) times weekly November through March. Fairways must be mowed with a hydraulic reel type mower and at a maximum height of one-half (1/2) of an inch.
- Verticut fairways a minimum of one (1) time annually.
- Aerify fairways a minimum of three (3) times per year.
- Repair worn and damaged turf areas as they occur by overseeding or resodding to ensure uniform turf coverage at all times.
- Treat fairways with proper chemicals to prevent and or to control invasive grasses, broadleaf weeds, insects, disease and other pests.
- Ground level yardage markers, using red (100 yards), white (150 yards) & blue (200 yards) and black (par 5's, 250 yards) or yardage posts must be located on all non-par 3 golf holes. All yardage markers must be painted a minimum of two (2) times per year. Damaged markers must be replaced immediately.

**7. Roughs Maintenance**

- All of the above mentioned fairway maintenance practices apply to the roughs with the exception of the mowing requirements, which are as follows:
- Roughs must be mowed, with a reel or rotary type mower, at a maximum height of one and one-quarter inches (1 1/4"). The roughs are not to exceed a growing height of two inches (2).

**8. Bunker Maintenance**

- Bunkers must be raked daily, using mechanical or hand method.
- All bunkers must have a minimum of one rake for every thirty (30) linear feet.
- Minimum sand depth shall be four (4") inches.
- Sand shall be void of any foreign material and contamination, including but not limited to; weed growth, gravel or crushed rock. The quality and type of sand used is subject to the approval of the Director.
- Overseed collars of the bunkers in October for winter season growth and as often as necessary throughout the remainder of the year in order to ensure optimum quality turf conditions and playability.
- Bunkers must be edged a minimum of two (2) times per month.
- Where a pre-existing bunker drain exists, drain must be kept clean and functioning at all times.

**9. Cart Path Maintenance**

- Paths must be edged and cleared of debris a minimum of two (2) times per month.
- Pot holes and ruts on and adjacent to paths must be repaired immediately.
- Barren, eroded areas due to high density traffic must be re-sodded one (1) time per year.
- Areas with poor drainage or water accumulation must be corrected through, but not limited to, "V" drains or sumps.

**10. Driving Range Maintenance**

- Natural turf tee lines must be moved daily to prevent excessive wear and tear. Damaged turf must be overseeded and topdressed one (1) time per week.
- Artificial hitting stations/mats must be used in the event that there is insufficient natural turf coverage.
- Landing areas must be mowed a minimum of two (2) times weekly April through October and one (1) time monthly November through March. Landing areas must be mowed with a hydraulic reel type mower and at a maximum height of one-half of an inch (1/2") or less.
- All target greens must be verticut in the fall prior to the winter overseeding and topdressing program.

- Overseed target greens in October for winter season growth and as often as necessary throughout the remainder of the year in order to ensure optimum aesthetics.
- Yardage posts, flags or signs must be re-painted or replaced a minimum of two (2) times per year.
- Damage to netting and fencing must be repaired as needed.
- Worn or torn artificial mats must be replaced immediately.
- All artificial mats must be uniform in size and color, supplied with a rubber tee.
- Range balls must be uniform in brand, clean and playable at all times. Due to variances in usage levels and landing area conditions, the Director may order at any time a replenishment of the range ball inventory.

#### **11. Tree Maintenance**

- Trees on the golf course must provide for seven (7) feet of ground clearance at all times.
- Trees on the golf course that overhang adjoining public roadways must provide for fourteen (14) feet of ground clearance at all times.
- Overgrown trees that are the cause of thin turf conditions due to excessive shade must be trimmed/pruned within sixty (60) days from the date of written notification.
- Trees that present a safety hazard to players, staff or equipment must be trimmed immediately.
- Stumps must be removed or grinded to twelve (12) inches below grade.
- Trees must be pruned/trimmed using accepted industry practices so as to preserve the health and growth of the tree.
- Dead or diseased trees must be removed within sixty (60) days from the date of written notification. All removed trees shall be replaced at the Director's sole discretion.

#### **12. Irrigation System Maintenance**

- Irrigation system and booster pumps, where applicable must be maintained at manufacturers recommended service levels at all times.
- Lessee will regulate quantity of water application with consideration being given to soil texture, structure, retention capacity, compaction, run-off, percolation, temperature, wind conditions, variety of turf and root structure.
- Controllers must be inspected on a daily basis and adjusted as necessary.
- Leaking heads must be repaired within twenty-four (24) hours of discovery.
- Adjust heads as necessary to ensure full coverage.

- All obstructions to the throw spray of a head must be removed immediately.

**13. Clubhouse Grounds**

- Parking lots and sidewalks are inspected for litter daily and swept or blown three times a week, prior to guests' arrival or at night after closing.
- Lawns will be mowed and edged a minimum of one (1) time weekly.
- Landscape materials and perennials will be planted in properly amended soil and support sun or shade as the areas present themselves

**14. Water Feature Maintenance**

- Water must be kept free of weed growth and algae bloom at all times.
- Water levels must be maintained at full capacity.
- Water must be kept free of litter at all times.
- Aerators/pumps must be maintained at manufacturers recommended service levels and be kept in operational condition at all times.
- Water features must be well defined including mowing/edging as needed and appropriately marked in accordance with USGA rules.
- Water feature markings (stakes) must be repainted two (2) times per year.



**LOS ANGELES COUNTY**  
**DEPARTMENT OF PARKS AND RECREATION**  
**GOLF OPERATIONS**  
 Short and Long Term Maintenance Schedule

The following standards are developed to meet the high expectations of the users of the Los Angeles County Golf System. The emphasis is on creating consistency and value in the form of a well maintained and well-groomed golf course at all times.

Maintenance standards may be adjusted as needed, at the discretion of the Director, due to, but not limited to, weather conditions, water quality, soil quality and turf conditions.

**Maintenance Standards**

**1. Green Complexes**

- One (1) time every ten (10) years, as needed, through a re-sod project, the greens will be restored to their original size.
- New drainage system shall be installed as needed at the discretion of the Director.

*\*The above maintenance standards apply to all course greens, practice putting greens and turf nursery.*

**2. Tee Complex**

- One (1) time every ten (10) years, as needed, all par-3 tee decks shall be stripped, laser leveled, drainage system installed, returned to their original size/shape and re-sodded. The refurbishment project shall include soil and soil amendments as required, subject to the approval of the Director.
- One (1) time every fifteen (15) years, as needed, all other tee decks shall be stripped, laser leveled, drainage system installed, returned to their original size/shape and re-sodded. The refurbishment project shall include soil and soil amendments as required, subject to the approval of the Director.

**3. Tee Complex Accessories**

- Tee signs (including support posts) must be replaced one (1) time every ten (10) years, as needed. The signs will be subject to the approval of the Director.

**4. Bunkers**

- One (1) time every ten (10) years, as needed, the slopes, face walls, lips of the

bunkers will be restored to their original height.

**5. Cart Paths**

- Cart path damage, as deemed by the Director, must be cut and re-poured within ninety (90) days of written notification.

**6. Driving Range**

- Nylon netting has a minimum seven (7) year life expectancy. Failure to perform daily routine maintenance (mending) will disqualify a needed replacement from Capital Improvement Trust funding if such replacement is needed in less than seven (7) years.
- Concrete tee line pad damage, as deemed by the Director, must be cut and re-poured within ninety (90) days of written notification.
- One (1) time every ten (10) years, as needed, all natural turf tee line decks shall be stripped, laser leveled, drainage system installed, returned to their original size/shape and re-sodded. The refurbishment project shall include soil and soil amendments as required, subject to the approval of the Director.

**7. Trees**

- All trees throughout the facility (golf course and surrounds) shall be trimmed and shaped in accordance with the lease agreement.

**Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 –**  
**Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor**  
**Personnel)**

I, \_\_\_\_\_, on behalf of  
 \_\_\_\_\_, (the “Contractor”), certify that on County  
 Contract \_\_\_\_\_ [ENTER CONTRACT NUMBER  
 AND NAME]:

\_\_\_\_\_ All Contractor Personnel on this Contract are fully vaccinated as required by  
 the Ordinance.

\_\_\_\_\_ Most Contractor Personnel on this Contract are fully vaccinated as required  
 by the Ordinance. The Contractor or its employer of record, has granted a valid medical  
 or religious exemption to the below identified Contractor Personnel. Contractor will certify  
 weekly that the following unvaccinated Contractor Personnel have tested negative within  
 72 hours of starting their work week under the County Contract, unless the contracting  
 County department requires otherwise. The Contractor Personnel who have been  
 granted a valid medical or religious exemption are [LIST ALL CONTRACTOR  
 PERSONNEL]:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I have authority to bind the Contractor and have reviewed the requirements above  
 and further certify that I will comply with said requirements.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company/Contractor Name

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://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?

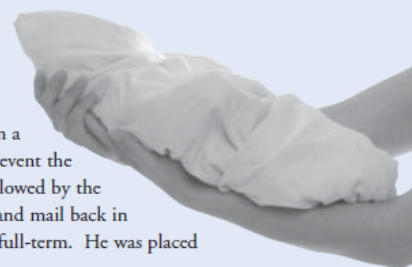
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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](http://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 G

## ORDINANCE NO. 2009-0044

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

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

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

**17.04.035 Contract-operated facilities.**

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

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

**17.04.185 Smoking.**

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) 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]

**ADVERTISING MATERIALS, PUBLICITY, CREDIT IN PROMOTIONAL MATERIAL, AND LOGOS**

- A. Lessee/Partner/Operator/Contractor/Concessionaires shall not promulgate nor cause to be distributed any advertising or promotional materials unless prior written approval thereof is obtained from the Director or Designee. 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. Said approval should not be unreasonably withheld or delayed.
- B. Advertisement outside the Lessee/Partner/Operator/Contractor/Concessionaire's scope of services under this lease/agreement/contract is prohibited.
- C. For any event/program being held or provided in a Department of Parks and Recreation (Department) park or facility, Lessee/Partner/Operator/Contractor/Concessionaire agrees that any advertising or promotional materials promulgated in relation to said event/program shall indicate that such event/program is taking place in County parkland as follows "the Name of Facility (e.g. Whittier Narrows Recreational Area) is a park owned or operated by the County of Los Angeles Department of Parks and Recreation" or any derivative thereof.

For events/programs that are held or provided in collaboration, association, or partnership with the County and/or Department, Lessee/Partner/Operator/Contractor/Concessionaire agrees that any advertising or promotional materials promulgated in relation to said events/programs shall also indicate that such event/program is "in collaboration, association, or partnership with the County of Los Angeles Department of Parks and Recreation."

Departmental and/or Supervisorial District Logos shall be displayed in all related materials when required by the Department and displayed in a prominent position as approved by the Director or Designee and as described in Section E below.

Additionally, if the Lessee/Partner/Operator/Contractor/Concessionaire maintains a website to promote the services or the events/programs that are provided or will be provided under the lease/agreement/contract, the website shall give credit to the Department and/or County as provided herein and, to the extent possible, contain a link to the Department's website at <https://parks.lacounty.gov>.

- D. When hosting events/programs within the Demised Premise or any other County parkland, the Lessee/Partner/Operator/Contractor/Concessionaire shall coordinate with the Department to promote the event in the Departments' various platforms, as determined by and at the sole discretion of the Department. Additionally, the Lessee/Partner/Operator/Contractor/Concessionaire shall promote County-sponsored events on their website and through social media outlets, as required by the Department, when such events will take place within the Demised Premise.
- E. When required and approved by the Director or Designee, Lessee/Partner/Operator/Contractor/Concessionaire must use approved logos and other content. Each logo must meet the style (e.g., design, color, typography) and placement as provided by the most recent *County of Los Angeles Department of Parks and Recreation Style Guide* (Enclosure II).



# County of Los Angeles Department of Parks & Recreation Style Guide

AS OF DECEMBER 2021



# Color Guide

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Our colors are bold, harmonious, and fresh. If the usage of the LA County Parks and Recreation brand cannot meet the color specifications, it is recommended that the logo and icons are used in black and white only.

HEXADECIMAL: #FBE90B

RGB: R=251 G=233 B=11

CMYK: C=0 M=7 Y=96 K=2

HEXADECIMAL: #2F7ED2

RGB: R=47 G=126 B=210

CMYK: C=78 M=40 Y=0 K=18

HEXADECIMAL: #155314

RGB: R=21 G=83 B=20

CMYK: C=75 M=0 Y=76 K=67

HEXADECIMAL: #F57F06

RGB: R=245 G=127 B=6

CMYK: C=0 M=48 Y=98 K=4

HEXADECIMAL: #2E0607

RGB: R=46 G=6 B=7

CMYK: C=0 M=87 Y=85 K=82

HEXADECIMAL: #0A0714

RGB: R=10 G=7 B=20

CMYK: C=50 M=65 Y=0 K=92



# Logo Usage

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## FULL COLOR VERSIONS

Color printing is the best option, but is not necessary.



\*Black background shown to see white text. Not a part of logo.



COUNTY OF LOS ANGELES DEPARTMENT OF  
**Parks &  
Recreation**



# Logo Usage

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## BLACK & WHITE VERSIONS

When color printing is not an option or is not necessary, black and white versions of the logos are available.



\*Black background shown to see white text. Not a part of logo.





# Brand Typography

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In keeping a cohesive brand for the county, Times New Roman or Montserrat will be used as the primary typeface. The logo is to only be paired with Times New Roman or Montserrat.

## Times REGULAR

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

## *Times ITALIC*

*ABCDEFGHIJKLMNOPQRSTUVWXYZ*

*abcdefghijklmnopqrstuvwxyz*

*1234567890*

## Times BOLD

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**

**abcdefghijklmnopqrstuvwxyz**

**1234567890**

## *Times SEMIBOLD ITALIC*

***ABCDEFGHIJKLMNOPQRSTUVWXYZ***

***abcdefghijklmnopqrstuvwxyz***

***1234567890***

\*This font can be found in the seal, going around the four graphics.



# Brand Typography

---

In keeping a cohesive brand for the county, Times New Roman or Montserrat will be used as the primary typeface. The logo is to only be paired with Times New Roman or Montserrat.

## Montserrat REGULAR

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

## *Montserrat ITALIC*

*ABCDEFGHIJKLMNOPQRSTUVWXYZ*

*abcdefghijklmnopqrstuvwxyz*

*1234567890*

## **Montserrat BOLD**

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**

**abcdefghijklmnopqrstuvwxyz**

**1234567890**

## *Montserrat SEMIBOLD ITALIC*

*ABCDEFGHIJKLMNOPQRSTUVWXYZ*

*abcdefghijklmnopqrstuvwxyz*

*1234567890*

\*This font can be found to the right of the seal.



# Do's and Dont's

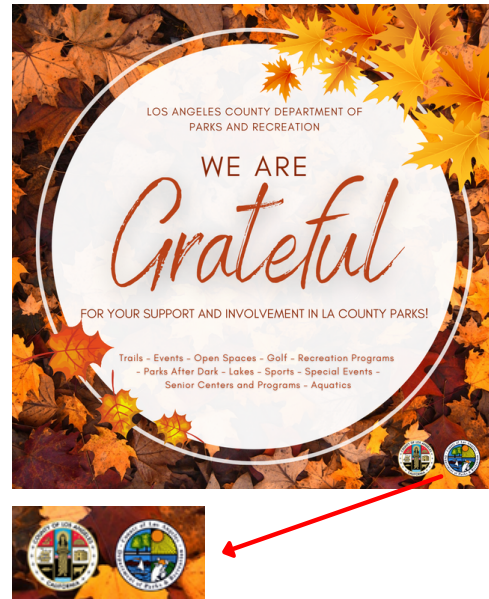


1. Do keep logo legible and scaled correctly
2. Do not flip the logo or elements of the logo
3. Do not rotate the logo
4. Do not lighten or screen the logo
5. Do not place the logo over busy imagery
6. Do not scale the logo beyond minimum sizes
7. Do not modify the approved colors of the logo
8. Do not add outlines around the logo
9. Do not distort the logo or elements of the logo



# Logo Placement

When placing the county seal and parks logo on marketing collateral, the county seal should always be placed to the left of the parks logo as shown below.



The seal and logo can also be placed on either side of introduction wording as shown below to the left. If other logos are to be included on a graphic, the seal and logo must precede the included logos as show below to the right.





# Company Wording

When including the the company name on any marketing collateral, it should be worded as follows:

For general marketing collateral

## COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION



For social media, a condensed version will be used to make a graphic less text heavy.

## LA COUNTY PARKS AND RECREATION PRESENTS





## CONTACT INFORMATION

Public Information Office

Phone: (626) 588-5364

Email: [info@parks.lacounty.gov](mailto:info@parks.lacounty.gov)



**Certification of Compliance**  
**ADVERTISING MATERIALS, PUBLICITY, CREDIT IN PROMOTIONAL MATERIAL, AND LOGOS**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the  
"Contractor"), certify that on County Contract \_\_\_\_\_ [ENTER  
CONTRACT NUMBER AND NAME]:

\_\_\_\_\_ Will voluntarily adhere to the Advertising Materials, Publicity, Credit in Promotional  
Materials and Logos requirement as provided by the Department of Parks and Recreation on  
\_\_\_\_\_ and as applicable to the Contract referenced herein.

\_\_\_\_\_ Will not voluntarily adhere to the Advertising Materials, Publicity, Credit in Promotional  
Materials and Logos as provided by the Department of Parks and Recreation on \_\_\_\_\_, for the  
following \_\_\_\_\_ reasons.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have reviewed the Advertising Materials, Publicity, Credit in Promotional Materials and Logos  
requirements referenced above and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

P&amp;R 301A

Email:

**County of Los Angeles - Department of Parks and Recreation  
Golf Course Concessionaire Monthly Statement**

|                    |                             |
|--------------------|-----------------------------|
| Golf Course: _____ | For the Month Ending: _____ |
| _____              | _____                       |
| _____              | Agreement No: _____         |
| Signature _____    | Date: _____ / ____ / ____   |

| Description                   | Contract % | Gross Receipts | Rental Amount |
|-------------------------------|------------|----------------|---------------|
| <b>Food and Beverage</b>      | 8.00%      |                | \$0.00        |
| <b>Liquor</b>                 | 10.00%     |                | \$0.00        |
| <b>Merchandise</b>            | 6.00%      |                | \$0.00        |
| <b>Golf Carts</b>             | 28.00%     |                | \$0.00        |
| <b>Golf Range</b>             | 28.00%     |                | \$0.00        |
| <b>Golf Course Green Fees</b> | 28.00%     |                | \$0.00        |
| <b>Facility Rent</b>          | 25.00%     |                | \$0.00        |
| <b>Banquet Service</b>        | 8.00%      |                | \$0.00        |
| <b>No Shows</b>               | 50.00%     |                | \$0.00        |
| <b>Junior Golf</b>            | 100.00%    |                | \$0.00        |
| <b>Other</b>                  | 6.00%      |                | \$0.00        |
| <b>Lessons</b>                | 6.00%      |                | \$0.00        |
| <b>Total Percentage Rent</b>  |            | <b>\$0.00</b>  | <b>\$0.00</b> |

|     |                                                 |        |
|-----|-------------------------------------------------|--------|
| 900 | Total Percentage Rent                           | \$0.00 |
| 910 | Capital Improvement Fund - 10% of Green Fees    | \$0.00 |
|     | Capital Improvement Fund - 1% of Gross Receipts | \$0.00 |
| 920 | Rental Check                                    | \$0.00 |

**Minimum Rent**

\$ \_\_\_\_\_ Total Rent Paid \$0.00

| GCIF                  | # rounds | @    | Total  |
|-----------------------|----------|------|--------|
| WD & WE               | 0        | 0.75 | \$0.00 |
| WD & WE Twilight      | 0        | 0.75 | \$0.00 |
| WD & WE Replay        | 0        | 0.75 | \$0.00 |
| Senior                | 0        | 0.75 | \$0.00 |
| WD & WE Supertwilight | 0        | 0.75 | \$0.00 |
| Total:                |          |      | \$0.00 |

Explanation of Adjustments

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For Departmental Use Only

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|                   |                    |              |                |
|-------------------|--------------------|--------------|----------------|
| Misc. Receipt No. | Deposit Permit No. | Deposit Date | Deposit Amount |
|-------------------|--------------------|--------------|----------------|

# EXHIBIT J

## PERFORMANCE REQUIREMENTS SUMMARY

| Required Service                                                                                                                                                              | Performance Indicator                | Standard                                                                                                                                                                                                                                                                      | Typical Method of Surveillance           | Penalty                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Maintenance</b><br>Keep demised premises in good operable, useable and sanitary order and repair and in a good safe condition (Section 4.6)                        | Random Monitoring                    | the level of maintenance, all work shall be performed in accordance with the highest industry-wide golf course maintenance standards.                                                                                                                                         | Random Inspections                       | Notice to Cure; Liquidated damages at \$250/day                                                                                                                                                             |
| <b>Consideration</b><br>Failure to timely pay the County a monthly consideration (Subsection 6.7)                                                                             | Monthly payment                      | Payment shall be made to the Department on or before the thirtieth (30th) day of the calendar month                                                                                                                                                                           | Information from Treasurer/Tax Collector | Two percent (2%) of the rent due to the County per month, on a per month compound basis                                                                                                                     |
| <b>Consideration</b><br>Check that is returned due to non-sufficient funds (Subsection 6.7)                                                                                   | Accounting Records                   | Monthly consideration                                                                                                                                                                                                                                                         | Bank notifications                       | \$100 service fee per returned check                                                                                                                                                                        |
| <b>Accounting Records</b><br>Failure to record sales and issue customer's receipts or sales slip (Subsection 8.1)                                                             | 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                       | Notice to Cure; Liquidated damages at \$250/day                                                                                                                                                             |
| <b>Accounting Records</b><br>(Subsection 8.2)                                                                                                                                 | Receipt of Profit and Loss Statement | Lessee 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     | Notice to Cure; Liquidated damages at \$250/day                                                                                                                                                             |
| <b>Accounting Records</b><br>(Subsection 8.5)                                                                                                                                 | Audits                               | Lessee's shall comply with its obligation to report gross receipts received in connection with its operations authorized in the Lease                                                                                                                                         | Audit findings                           | (1) bill Lessee for said losses; and/or (2) use the Security Deposit as provided for herein; and/or, (3) assess liquidated damages of \$250 per day for each day of the loss period as determined by County |
| <b>Required Capital Improvement Program</b><br>Lessee shall submit its proposed CIP list to the Director or Designee prior to the end of the Agreement year (Subsection 10.2) | Submit on an annual basis            | CIP list shall describe each proposed project, the estimated improvement costs, and the intended time frame for commencement and completion of each proposed project.                                                                                                         | Review                                   | Notice to Cure; Liquidated damages at \$250/day                                                                                                                                                             |
| <b>Advertising and Publicity Materials</b><br>(Subsection 14.1)                                                                                                               | Monitoring                           | Lessee shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising or publicity materials unless prior approval thereof is obtained from Director.                                                                                     | Random Inspections                       | Notice to Cure; Liquidated damages at \$250/day                                                                                                                                                             |
| <b>Facility Fees and Charges</b><br>(Subsection 14.6.1)                                                                                                                       | Posting of green fees                | The Department has developed a fee process to establish the green fee schedule at each facility identified in Exhibit C.                                                                                                                                                      | Random Inspections                       | Notice to Cure; Liquidated damages at \$250/day                                                                                                                                                             |

# EXHIBIT J

## PERFORMANCE REQUIREMENTS SUMMARY

| Required Service                                                                                                                                                         | Performance Indicator                                                                                                                                                  | Standard                                                                                                                                                                                                                              | Typical Method of Surveillance | Penalty                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------|
| <b>Filming</b><br>(Section 14.7)                                                                                                                                         | Obtain filming permits for Film LA, Inc.                                                                                                                               | All filming requires review and approval by the Director or Designee.                                                                                                                                                                 | Random Inspections             | Notice to Cure;<br>Liquidated damages at \$250/day |
| <b>Habitation</b><br>(Subsection 14.10)                                                                                                                                  | Habitation                                                                                                                                                             | The Demised Premises shall not be used for human habitation other than as specified by the Lease.                                                                                                                                     | Random Inspections             | Notice to Cure;<br>Liquidated damages at \$250/day |
| <b>Prices</b><br>Failure to maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services (Subsection 14.12) | Posting of pricing list                                                                                                                                                | Lessee 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.                                                         | Random Inspections             | Notice to Cure;<br>Liquidated damages at \$250/day |
| <b>Safety</b><br>Correct any unsafe condition (Subsection 14.16.1)                                                                                                       | Monitoring                                                                                                                                                             | Lessee immediately correct any unsafe condition of the demised premises or unsafe practices and cooperate and comply fully with County, State, Federal or any agency.                                                                 | Notification                   | Notice to Cure;<br>Liquidated damages at \$250/day |
| <b>Safety</b><br>Cooperate fully with County (Subsection 14.16.2)                                                                                                        | Monitoring                                                                                                                                                             | Lessee shall submit a report within twenty-four (24) hours for the Director or Designee of any accidental injury or death                                                                                                             | Notification                   | Notice to Cure;<br>Liquidated damages at \$250/day |
| <b>Sanitation</b><br>Offensive matter, refuse, fire hazards, detrimental material to the public health on premises (Subsection 14.17)                                    | Inspection of offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health | Lessee 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 Demised Premises | Random Inspections             | Notice to Cure;<br>Liquidated damages at \$250/day |
| <b>Signs</b><br>Posting of any additional signs upon the demised premises or improvements thereon without the Director's prior written consent. (Subsection 14.19)       | Random Inspections                                                                                                                                                     | Lessee shall not post any additional signs upon the Demised Premises or improvements thereon without the Director's prior written consent.                                                                                            | Random Inspections             | Notice to Cure;<br>Liquidated damages at \$250/day |
| <b>Complaints</b><br>The lessee shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. (Section 15.2)                 | Monitoring                                                                                                                                                             | Within ten (10) business days after the effective date of the Agreement, Lessee shall provide the Director or Designee with a policy for receiving, investigating and responding to user complaints.                                  | Notifications                  | Notice to Cure;<br>Liquidated damages at \$250/day |

# EXHIBIT J

## PERFORMANCE REQUIREMENTS SUMMARY

| Required Service                                                                                                                                                                                                                                                                                 | Performance Indicator        | Standard                                                                                                                                                           | Typical Method of Surveillance           | Penalty                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------|
| <b>Compliance with County's Smoking Ban Ordinance</b><br>(Section 15.5)                                                                                                                                                                                                                          | Monitoring                   | Prohibit smoking at County Facilities.                                                                                                                             | Random Inspections                       | Notice to Cure;<br>Liquidated damages at \$250/day |
| <b>Events of Default</b><br>The abandonment, vacation or discontinuance of operations on the Demised Premises for more than 5 consecutive days without approval thereof by the Director. (Subsection 15.14.1)                                                                                    | Discontinuance of operations | The abandonment, vacation or discontinuance of operations on the Demised Premises for more than five (5) consecutive days without approval thereof by the Director | Random Inspections                       | Notice to Cure;<br>Notice of Cancellation          |
| <b>Events of Default</b><br>Failure of Lessee 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 15.14.2)                                                                  | 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 | Notice to Cure;<br>Notice of Cancellation          |
| <b>Events of Default</b><br>Failure of Lessee to operate in the manner required by the Lease, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition. (Subsection 15.14.3)                                                     | Random Monitoring            | Lessee shall operate in a manner required by all terms and conditions of the Lease.                                                                                | Random Inspections                       | Notice to Cure;<br>Notice of Cancellation          |
| <b>Events of Default</b><br>Failure to maintain the Demised Premises and improvements in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition. (Subsection 15.14.4)      | Random Monitoring            | Lessee shall maintain the demised premises and improvements in a clean, sanitary, safe and satisfactory condition                                                  | Random Inspections                       | Notice to Cure;<br>Notice of Cancellation          |
| <b>Events of Default</b><br>Failure to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Lease, where such failure continues for more than thirty (30) days after written notice from the Director for correction. (Subsection 15.14.5) | Random Monitoring            | Lessee shall keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Lease.                                     | Random Inspections                       | Notice to Cure;<br>Notice of Cancellation          |

# EXHIBIT J

## PERFORMANCE REQUIREMENTS SUMMARY

| Required Service                                                                                                                                                                                                                                                                                 | Performance Indicator                                                                     | Standard                                                                                                                                                                                                                                                                                                                                                                 | Typical Method of Surveillance                                                                                                                               | Penalty                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Events of Default</b><br>Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Lessee in violation of State and/or Federal laws thereon. (Subsection 15.14.6) | Random Monitoring                                                                         | Lessee shall practice Non-Discrimination in accordance with State and/or Federal Laws.                                                                                                                                                                                                                                                                                   | Random Inspections                                                                                                                                           | Notice to Cure; Notice of Cancellation                                                                                                                 |
| <b>Events of Default</b><br>Transfer of the majority controlling interest of Lessee to persons other than those who are in control at the time of the execution of this Lease without prior written approval thereof by the Director. (Subsection 15.14.7)                                       | Random Monitoring                                                                         | Lessee shall not transfer majority controlling interest of Lessee to persons other than those who are in control at the time of the execution of this Lease without prior written approval thereof by the Director.                                                                                                                                                      | Random Inspections                                                                                                                                           | Notice to Cure; Notice of Cancellation                                                                                                                 |
| <b>Evidence of Insurance Coverage and Notice to County</b><br>Failure to provide Certificates of Insurance to County not less than 10 days prior to Lessee's policy expiration dates (Subsection 15.20)                                                                                          | Receipt of Certificates of Insurance at least 10 days prior to insurance expiration dates | Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 15.20 and 15.21 of the Lease.                                                                                                                                                                                                                  | Tracking of Insurance Certificates                                                                                                                           | Notice to Cure; Liquidated damages at \$250/day; Default                                                                                               |
| <b>Non-Discrimination and Affirmative Action</b><br>Violation of the non-discrimination provisions of the Lease (Subsection 15.22.8)                                                                                                                                                             | Random Monitoring                                                                         | Lessee shall ensure that qualified applicants are employed, and that employees are treated 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 shall have access to the Lessee'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 Lease upon which the County may terminate or suspend the Lease                 |
| <b>Subleases</b><br>Lessee shall not sublease any portion of the Demised premises, or sublease any of the operation or activities authorized or required by Lease. (Subsection 15.30)                                                                                                            | Random Monitoring                                                                         | Lessee shall not sublease any portion of the Demised premises, or sublease any of the operation or activities authorized or required by this Lease, without the prior written consent of the Director,                                                                                                                                                                   | Random Inspections                                                                                                                                           | Material breach of the Lease. County may determine to cancel, terminate, or suspend this Lease, or assess liquidated damages in the amount of \$1,000. |

# EXHIBIT J

## PERFORMANCE REQUIREMENTS SUMMARY

| Required Service                                                                                                                                                                    | Performance Indicator | Standard                                                                                                                                                                                                              | Typical Method of Surveillance | Penalty                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Record Retention and Inspection/Audit Settlement Failure to retain financial records, employment and other records relating to the performance of the Lease. (Section 15.44)</b> | Audits                | Lessee shall maintain accurate and complete financial records of its activities and operations relating to the Lease and accurate and complete employment and other records relating to its performance of the Lease. | Random Inspections             | 1) 1% to 3% of the total gross receipts for the period of time that the County determines the Lessee did not meet the requirements under this section and/or 2) termination of this Lease, determined at the sole discretion of the County. |

### 3.115 - County of Los Angeles Vending Machine Nutrition Policy

Effective Date: 08/08/06

#### PURPOSE

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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

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August 8, 2006, Board Order 25

February 17, 2009, Board Order 6

August 18, 2009, Board Order 2

#### POLICY

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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 (DPH). DPH is asked to periodically monitor the implementation and impact of the policy by collecting data (e.g. food production, sales records, nutritional analysis) to assess the nutritional content of foods and beverages and show consumption trends. DPH will report back to the Board of Supervisors annually.

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

##### **Snacks in Vending Machines**

Snack vending machines shall offer foods that meet the following guidelines:

- 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) No more than 20% of calories from sugar (excluding fruits and vegetables) <sup>1</sup>
- d) 250 calories per individual food item or package if a pre-packaged item
- e) 200 mg of sodium per individual food item or package if a pre-packaged item
- f) Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils) <sup>2</sup>

- g) At least 2 grams of dietary fiber per individual food item or package if a pre-packaged item, if the food item is grain/potato based
- h) Half of all grains offered must be whole grain <sup>3</sup>

**Beverage Vending Machines shall offer only:**

- 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 and no more than 230 mg of sodium per serving
- 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 ounces <sup>4</sup>

**Product Placement, Pricing and Promotion**

- a) 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.
- b) Display all bottled water in eye-level sections or in the highest selling position of the beverage vending machines.
- c) All vending machines are required to post calorie information for each beverage, as packaged.
- d) Only beverage products that meet the County of Los Angeles Vending Machine Nutrition Policy shall be advertised on snack and beverage vending machines.

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<sup>1</sup> Vending machines are required to meet this requirement by January 1, 2015; no more than 10% of calories from sugar (excluding fruits and vegetables) to be implemented by January 1, 2017.

<sup>2</sup> Hydrogenated and partially hydrogenated oils should not be included in the product ingredient list.

<sup>3</sup> Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice.

<sup>4</sup> Fresh coffee and tea dispensed from the vending machines are exempted.

**RESPONSIBLE DEPARTMENT**

Department of Public Health

**DATE ISSUED/SUNSET DATE**

|                                |                               |
|--------------------------------|-------------------------------|
| Issue Date: August 6, 2006     | Sunset Date: August 6, 2010   |
| Review Date: October 21, 2010  | Sunset Date: October 21, 2014 |
| Review Date: December 17, 2014 | Sunset Date: October 21, 2018 |