



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: September 03, 2025

TIME: 11:30 a.m. – 12:30 p.m.

MEETING CHAIR: Tiffany Tran, 5th Supervisorial District

CEO MEETING FACILITATOR: Montessa Duckett

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

This meeting is **HYBRID**.

To participate in the meeting in-person, the meeting location is:
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 140

To participate in the meeting virtually, please call teleconference number
1 (323) 776-6996 and enter the following 885 291 326# or

[Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Community Services Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S):

- A. Board Letter (Parks and Recreation) for September 9, 2025 Board Agenda:
APPROVAL OF A LEASE AGREEMENT FOR THE
MANAGEMENT, OPERATION, AND MAINTENANCE OF
EL CARISO GOLF COURSE, VICTORIA GOLF COURSE, AND
LAKEWOOD COUNTRY CLUB AND TENNIS CENTER

Wednesday, September 03, 2025

3. BOARD MOTIONS ITEM(S) for September 16, 2025 Agenda:

SD-2 • Designing Innovative Bus Shelters for Extreme Heat and Community Resilience

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Briefing (Parks and Recreation)
UNIVERSAL DESIGN GUIDELINES FOR PARKS.
Speaker: Norma Edith Garcia-Gonzalez, Director
Chester Kano, Deputy Director

5. PUBLIC COMMENTS (2 minutes each speaker)

6. ADJOURNMENT

CLOSED SESSION

CS-1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – 1 CASE
(Paragraph (1) of Subdivision (d) of Government code Section 54956.9)
Nina Renee Richardson vs. County of Los Angeles, et al.
Los Angeles Superior Court Case Number 22STCV02004
Department: Public Works

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE COMMUNITY SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

COMMUNITY_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

| | | |
|--|--|--------------------|
| CLUSTER AGENDA REVIEW DATE | 9/03/2025 | |
| BOARD MEETING DATE | 9/9/2025 | |
| SUPERVISORIAL DISTRICT AFFECTED | <input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th | |
| DEPARTMENT(S) | Department of Parks and Recreation | |
| SUBJECT | APPROVAL OF A LEASE AGREEMENT FOR THE MANAGEMENT, OPERATION, AND MAINTENANCE OF EL CARISO GOLF COURSE, VICTORIA GOLF COURSE, AND LAKEWOOD COUNTRY CLUB AND TENNIS CENTER | |
| PROGRAM | N/A | |
| AUTHORIZES DELEGATED AUTHORITY TO DEPT | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| SOLE SOURCE CONTRACT | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: | |
| SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable | |
| DEADLINES/ TIME CONSTRAINTS | The Lease Agreement must be executed prior to October 1, 2025, to ensure continuation of services to the communities. | |
| COST & FUNDING | Total Cost: N/A | Funding source:N/A |
| | TERMS (if applicable): The initial term of fifteen (15) years with one (1) three (3) year option and six (6) month-to-month extensions for a total maximum term of 18 years and six months | |
| | Explanation: 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 at an estimated amount of \$46 million over the proposed 15-year term of the recommended Lease Agreement. Out of the anticipated \$46 million, an estimated amount of \$26 million will be deposited into the Department's Golf Course Operating Fund. An estimated amount of \$20 million will be deposited into the Department's Golf Capital Improvement Fund to be used for capital improvements at any County Golf Courses in the system. In addition, AGG will contribute an initial \$500,000 to be used for golf course improvements at The Golf Courses under this Lease Agreement, to be deposited into the Department's Golf Capital Improvement Fund. Lastly, to partially offset water costs for the El Cariso Golf Course, AGG will pay the County an annual amount of \$54,000 in addition to the monthly rent. | |
| PURPOSE OF REQUEST | Delegate authority to the Director of Parks and Recreation, or her designee, to execute a lease agreement, effective October 1, 2025, with American Golf of Glendale for the management, operation, and maintenance of the El Cariso Golf Course, Victoria Golf Course, and Lakewood Country Club and Tennis Center, for an initial term of 15 years and one three-year option term with six month-to-month extensions, for a maximum total term of 18 years and six months. Approval of the proposed actions will consolidate the operations of all three golf courses under a single lease agreement, streamlining processes, improving efficiency, and ensure that the facilities remain open and accessible to the public. | |

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| BACKGROUND (include internal/external issues that may exist including any related motions) | <p>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 included 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.</p> <p>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. In addition, 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.</p> <p>Prior to the development and implementation of the Golf Strategic Plan, the Department secured golf operators through a competitive process for each individual golf course as the current leases expired. Because this led to individual leases with independent and exclusive capital improvement funds for each golf course, it also resulted in a lack of capital improvement funds for underperforming golf courses. In addition, individual leases also equated to limited strategic and operating control, significant monitoring and administrative requirements, and an inconsistent delivery of products and services.</p> <p>The Department begun implementing the Golf Strategic Plan and incorporated its principals to new agreements for the operation of the Conty's golf courses, in alignment with the strategic pillars through the bundling of golf courses. The recommended Lease Agreement will be the second golf bundle agreement, redesigning the outdated configuration of having independent lease agreements for each golf course, consolidating the operations of multiple golf courses into one single Lease Agreement with one operator. This approach aims to ensure consistent product and service delivery across golf courses, streamline operational needs, enhance administrative efficiency, and allow for economies of scale, in alignment with the Golf Strategic Plan.</p> <p>The Department released a Request for Proposals (RFP), incorporating the Golf Strategic Plan principles, as well as other applicable recommendations for El Cariso Golf Course, Victoria Golf Course, and Lakewood Country Club and Tennis Center, collectively The Golf Courses.</p> <p>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. In addition, the lease further expands the use of the golf facilities to activities beyond golf that support and increase access to all community members with a focus on equity and inclusion. 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.</p> <p>Approval of the recommended actions will allow the award of a Lease Agreement to American Golf of Glendale (AGG) for the maintenance and operation of The Golf Courses, for an initial term of 15 years with one three-year extension option, and six month-to-month extensions for a total maximum term of 18 years and six months.</p> |
| EQUITY INDEX OR LENS WAS UTILIZED | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: |
| SUPPORTS ONE OF THE NINE BOARD PRIORITIES | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: |

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| DEPARTMENTAL CONTACTS | <p>Name, Title, Phone # & Email: Ruben Lopez, Chief of Contracts and Procurement Division 626-588-5300, rlopez@parks.lacounty.gov</p> <p>Brenda Tovar, Contracts Section Head 626-588-5272, btovar@parks.lacounty.gov</p> |
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COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 9, 2025

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

Dear Supervisors:

**APPROVAL OF A LEASE AGREEMENT FOR THE
MANAGEMENT, OPERATION, AND MAINTENANCE OF
EL CARISO GOLF COURSE, VICTORIA GOLF COURSE, AND
LAKEWOOD COUNTRY CLUB AND TENNIS CENTER
(SUPERVISORIAL DISTRICT 2, 3, and 4) (3-VOTES)**

SUBJECT

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or her designee, to execute a lease agreement with American Golf of Glendale for the management, operation, and maintenance of the El Cariso Golf Course, Victoria Golf Course, and Lakewood Country Club and Tennis Center.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Delegate authority to the Director of Parks and Recreation, or her designee, to execute a lease agreement, effective October 1, 2025, with American Golf of Glendale for the management, operation, and maintenance of the El Cariso Golf Course, Victoria Golf Course, and Lakewood Country Club and Tennis Center, for an initial term of 15 years and one three-year option term with six month-to-month extensions, for a maximum total term of 18 years and six months.
3. Delegate authority to the Director of Parks and Recreation, or her designee, to exercise the additional one three-year extension option and six month-to-month extensions, at her sole discretion, provided that the lessee has complied with the lease agreement's terms and conditions during the previous term; and to amend, suspend, terminate, or assign the lease agreement, if deemed necessary, and in accordance with the approved terms and conditions of the lease agreement.

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.

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 included 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 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. In addition, 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.

Prior to the development and implementation of the Golf Strategic Plan, the Department secured golf operators through a competitive process for each individual golf course as the current leases expired. Because this led to individual leases with independent and exclusive capital improvement funds for each golf course, it also resulted in a lack of capital improvement funds for underperforming golf courses. In addition, individual leases also equated to limited strategic and operating control, significant monitoring and administrative requirements, and an inconsistent delivery of products and services.

The Department began implementing the Golf Strategic Plan and incorporated its principals to new agreements for the operation of the County's golf courses, in alignment with the strategic pillars through the bundling of golf courses. The recommended Lease Agreement will be the second golf bundle agreement, redesigning the outdated configuration of having independent lease agreements for each golf course, consolidating the operations of multiple golf courses into one single Lease Agreement with one operator. This approach aims to ensure consistent product and service delivery across golf courses, streamline operational needs, enhance administrative efficiency, and allow for economies of scale, in alignment with the Golf Strategic Plan.

The Department released a Request for Proposals (RFP), incorporating the Golf Strategic Plan principles, as well as other applicable recommendations for El Cariso Golf Course, Victoria Golf Course, and Lakewood Country Club and Tennis Center, collectively The Golf Courses.

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. In addition, the lease further expands the use of the golf facilities to activities beyond golf that support and increase access to all community members with a focus on equity and inclusion. 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.

El Cariso Golf Course, an executive 18-hole course in Sylmar, opened to the public in 1977. It features lakes, mature trees, and mountain views, along with a clubhouse, maintenance building, and two on-course restrooms and is currently managed through a Master Agreement Work Order set to expire August 31, 2025. The Department of Parks and Recreation (Department) will exercise the month-to-month extension option until September 30, 2025.

The Victoria Golf Course located in the city of Carson opened in 1966 and was fully renovated in 2001. The facility features a coffee shop, community room, night-lit driving range, cart storage, and a pro shop, and is currently operated under a Master Agreement Work Order set to expire September 30, 2025.

Lakewood Country Club and Tennis Center was established in 1933 located in Lakewood, features an 18-hole regulation golf course. The facility includes a clubhouse, a maintenance building, a driving range, and mature trees along the fairways, as well as two lakes, and is currently operated by the private sector through a lease agreement on a month-to-month basis.

Approval of the recommended actions will allow the award of a Lease Agreement to American Golf of Glendale (AGG) for the maintenance and operation of The Golf Courses, for an initial term of 15 years with one three-year extension option, and six month-to-month extensions for a total maximum term of 18 years and six months.

The recommended Lease Agreement 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, and it includes community outreach and programming requirements to promote equitable access and incubate local and underrepresented golf players. AGG will continue expanding current programming at The Golf Courses and nurturing partnership with The First Tee to provide inclusive youth golf programming, as well as supporting the over thirty local girls and boys high school golf teams. In addition to the community programming currently offered at The Golf Courses, AGG will partner with community based organizations (CBO) and/or non-profit organization (non-profit) to host annual tournaments, per course, at no charge to the CBO or non-profit, and will use its profits to provide community benefit programming at the

respective golf course, 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 at reduced rates. Additionally, AGG will host at a minimum two non-golf community events per year, per course, at no cost to the community, such as movie nights, public health awareness events, and more. The Golf Courses will continue to accommodate middle, high schools and colleges, as well as continue the development of junior/family programming and will host and partner with youth and "grow the game" organizations.

AGG will be required to maintain, operate, and provide public access to banquet facilities at Lakewood Country Club and Tennis Center. In addition, the Lease Agreement will pool capital improvement fund contributions to the Department's pooled Capital Improvement Fund for use at any of the golf courses in the pool, providing flexibility to use the funds at the golf course where the need is greatest.

Implementation of Strategic Plan Goals

The recommended Lease Agreement will further the County's Strategic Plan, Healthy Individuals and Families: Improve Health Outcomes, by promoting comprehensive, inclusive, culturally-responsive competent care, healthy lifestyles, and the improvement of physical health outcomes (North Star 1.A.ii); Foster Vibrant and Resilient Communities: Economic Health, Community-Based Institutions and Organizations, by strengthening the capacity, role, and partnerships with community-based institutions and organizations to help service our community and strengthen social fabric within (North Star 2.E.i); and Realize Tomorrow's Government Today: Internal Controls and Processes, Manage and Maximize County Assets, by maximizing the use of County assets, guiding strategic investments in ways that are fiscally responsible and aligning with the County's highest priority needs (North Star 3.G.ii).

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 at an estimated amount of \$46 million over the proposed 15-year term of the recommended Lease Agreement, based on the revenue share schedule outlined below:

- Green Fee, Cart Fee, Range, Senior Cards, and Tournament Fees 30%
- 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%
- No Show Reservation 50%

Out of the anticipated \$46 million, an estimated amount of \$26 million will be deposited into the Department's Golf Course Operating Fund (CA8). An estimated amount of \$20

million will be deposited into the Department's Golf Capital Improvement Fund (CA2) to be used for capital improvements at any County Golf Courses in the system.

In addition, AGG will contribute an initial \$500,000 to be used for golf course improvements at The Golf Courses under this Lease Agreement, to be deposited into the Department's Golf Capital Improvement Fund (CA2). AGG will provide and pay for water, electricity, gas, telephone, and internet services necessary for The Golf Courses, except for the water costs at the El Cariso Golf Course. The water supply for the El Cariso Golf Course shares a water meter with an adjacent County Park, and water costs for this course cannot be separated. To partially offset water costs for the El Cariso Golf Course, AGG will pay the County an annual amount of \$54,000 in addition to the monthly rent.

OPERATING BUDGET IMPACT

The recommended Lease Agreement does not have an impact on the Department's Operating Budget. Sufficient budgeted revenue is included in the Department's Golf Course Operating Fund for the revenue that will be generated from this Lease Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board 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 the proposed Lease Agreement is consistent with said purpose.

The attached Lease Agreement contains terms and conditions supporting your Board of Supervisors (Board) ordinances, policies, and programs, including, but not limited to: all mandatory County contracting provisions, including Consideration of Hiring Greater Avenues for Independence (GAIN) and Skills and Training to Achieve Readiness for Tomorrow (START) Program; the Contractor Employee Jury Service Program; the Defaulted Property Tax Reduction Program Ordinance; Notice to Contractor Employees of Safely Surrendered Baby Law; Compliance with County's Zero Tolerance Policy on Human Trafficking; Compliance with Fair Chance Employment Practices; and the Compliance with the County Policy of Equity. The Lease Agreement is in compliance with all Board and CEO requirements. The CEO's Risk Management Office has approved the insurance, indemnification, and liability provisions included in the Lease Agreement.

County Counsel has approved the Lease Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are categorically exempt from the California Environmental Quality Act (CEQA). The actions, which allow the award of a Lease Agreement with American Golf of Glendale for the maintenance and operation of El Cariso Golf Course, Victoria Golf Course, and Lakewood Country Club and Tennis Center, for an initial term of 15 years, with one three-year extension option and six month-to-month extensions, for a total maximum term of 18 years and six months, are within a class of projects that have been determined not to have a significant effect on the environment and which meet the criteria set forth in section 15301 of the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

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

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

CONTRACTING PROCESS

Initial RFP: On August 28, 2024, the Department released a Request for Proposals (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. No proposals were received by the proposal's submission deadline. The Department reached out to potential proposers who attended the non-mandatory Proposers Conference to understand why they did not submit a proposal. Our inquiry identified that potential proposers were concerned about their overall out-of-pocket and ongoing investment at Victoria Golf Course, citing that the conditions of the course and number of rounds played would not provide a profit margin and the undertaking of the operations at a revenue loss. In addition, El Cariso Golf Course shares a water meter with El Cariso Regional Park, making it difficult to separate the monthly water costs. The solicitation called for the installation of a submeter at the sole cost of the operator and transfer of the water utility bill to the new operator. The potential proposers expressed concerns about the water payment and potential cut to their profit margin, making operations economically nonviable.

Consequently, the RFP was cancelled and to best serve the interests of the County the Department collaborated closely with County Counsel and an independent consultant

(Consultant) to revise the minimum requirements outlined in the RFP and release a new solicitation.

Revised RFP: Based on the Consultant's recommendations, the Department adjusted the minimum requirements of the RFP as follows:

- Rent payment for Victoria Golf Course was deleted from the requirements. However, a provision was added to allow for a monthly rent payment to be established for this facility if at any point during the term of the agreement, the golf course reaches a minimum of 48,000 golf rounds in any fiscal year. The rent percentage to the County for this course will be negotiated and will be based on the current market conditions at that point in time,
- Minimum rent percentage was increased since rent requirements for Victoria Golf Course were removed until conditions improve at the facility,
- Removed requirements for the installation of a submeter at El Cariso Golf Course and established a set monthly payment to the Department to off-set water costs,
- Lowered the initial Capital improvement contribution.

On January 31, 2025, the Department released a revised RFP, and a new notice was posted on the County's "Doing Business with Us" website. On February 26, 2025, a Non-Mandatory Proposers Conference and Non-Mandatory Site Visit was held, and five companies attended.

On March 26, 2025, the Department received three proposals. Each proposal was reviewed by the Department to ensure compliance with the mandatory minimum requirements outlined in the RFP. Two proposals did not meet the minimum requirements of the RFP and were disqualified. The remaining proposal advanced to the evaluation phase conducted by an Evaluation Committee, made up of three parks and recreation and golf industry experts chosen by the Department. The proposal evaluation utilized the Informed Averaging Scoring methodology to review the proposal based on specific criteria outlined in the RFP, which encompassed: proposer's qualifications, quality of the financial proposal, proposer's vision and operating model, as well as their capital plan. Additionally, the Evaluation Committee assessed how well the proposal aligned with and supported the Strategic Plan for the County's golf system, along with any acceptance of or exceptions to the terms and conditions to the Sample Lease Agreement. Based on the evaluation of the proposal, it is recommended that the Lease Agreement for the management, operation, and maintenance of the Golf Courses be awarded AGG.

It should be noted that upon final analysis and evaluation-of the proposal, AGG was selected without regard to gender, race, creed, or color.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will provide continued management and operation of The Golf Courses. There will be no negative impact on current public services.

CONCLUSION

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

Should you have any questions please contact Mrs. Brenda Tovar at (626) 588-5272 or via email at btovar@parks.lacounty.gov, Mr. Ruben Lopez at (626) 588-5300 or rlopez@parks.lacounty.gov, or Ms. Johanna Hernandez at (626) 588-5370 or bjl@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

NEGG:AB:MR
RL:BT:AR:rc

Enclosure

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



LEASE AGREEMENT

**FOR THE MANAGEMENT, OPERATION, AND
MAINTENANCE**

OF THE

**EL CARISO GOLF COURSE,
LAKEWOOD COUNTRY CLUB AND TENNIS CENTER,
AND VICTORIA GOLF COURSE**

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

AMERICAN GOLF OF GLENDALE

2025

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**LEASE AGREEMENT FOR THE
MANAGEMENT, OPERATION, AND MAINTENANCE OF THE
EL CARISO GOLF COURSE,
LAKEWOOD COUNTRY CLUB AND TENNIS CENTER,
AND VICTORIA GOLF COURSE**

THIS LEASE AGREEMENT, made and entered into this ____ day of ____, 20__,

BY AND BETWEEN

COUNTY OF LOS ANGELES,
a body corporate and politic,
hereinafter referred to as
"County,"

AND

_____,
hereinafter referred to as
"Lessee,"

RECITALS

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) for the overall management, operation, and maintenance of El Cariso Golf Course, Lakewood Country Club and Tennis Center, and Victoria Golf Course, collectively "The Golf Courses," is consistent with said purpose; and

WHEREAS, County and Lessee agree that the primary objective of the Lessee's performance under this Agreement is to maximize the public use of The 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 (Department) 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 O 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.

Standard Exhibits:

- Exhibit A1 Demised Premises El Cariso Golf Course
- Exhibit A1-1 Course Description El Cariso Golf Course
- Exhibit A1-2 Specific Maintenance Requirements El Cariso Golf Course
- Exhibit A2 - Demised Premises Lakewood Country Club and Tennis Center
- Exhibit A2-1 Course Description Lakewood Country Club and Tennis Center
- Exhibit A2-2 Specific Maintenance Requirements Lakewood Country Club and Tennis Center
- Exhibit A3 - Demised Premises Victoria Golf Course
- Exhibit A3-1 Course Description Victoria Golf Course
- Exhibit A3-2 Specific Maintenance Requirements Victoria Golf Course
- Exhibit B - Golf Course Operations Manual
- Exhibit C - Golf Course Green Fees Allowable Rates
- Exhibit D - General Maintenance Standards
- Exhibit E - County's Administration
- Exhibit F - Lessee's Administration
- Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H - Safely Surrendered Baby Law

Unique Exhibits:

- Exhibit I - County's Smoking Ban Ordinance
- Exhibit J - Performance Requirements Summary
- Exhibit K - Vending Machine Nutrition Policy
- Exhibit L - Oak Tree Ordinance
- Exhibit M - Advertising Materials, Publicity, Credit in Promotional Material, and Logos
- Exhibit N - Sample Monthly Revenue Statement
- Exhibit O - County Equipment

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 7.0 (Changes and Amendments) and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Agreement/Lease 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 Agreement Year:** The 365-days beginning on the commencement date of this Agreement and each following 365-day period thereafter throughout the term of this Agreement.
- 2.3 Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.4 Beverage:** Any liquid prepared by flavoring, heating, and/or mixing in advance of consumption thereof.
- 2.5 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as a governing body or their designee.
- 2.6 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.
- 2.7 Building Official:** The Director of the County of Los Angeles Department of Public Work or an authorized representative thereof.
- 2.8 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.
- 2.9 County:** The County of Los Angeles.
- 2.10 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.

- 2.11 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.
- 2.12 County Project Manager:** Person designated by County's Project Director to manage the operations under this agreement.
- 2.13 Day(s):** Calendar day(s) unless otherwise specified.
- 2.14 Department:** The County of Los Angeles Department of Parks and Recreation or an authorized representative thereof acting on behalf of the County for matters relating to this agreement.
- 2.15 Director:** The Director of the County of Los Angeles Department of Parks and Recreation and/or an authorized representative or designee thereof.
- 2.16 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 Golf Course Operation:** The privilege of engaging in the golf activities authorized herein, on the public property designated, therefore.
- 2.18 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 excised 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 2.16 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.
- 2.19 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 the 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.
- 2.20 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.
- 2.21 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.
- 2.22 Lessee Project Manager:** The person designated by the Lessee to administer the agreement operations under this Agreement.
- 2.23 Liquor:** Alcoholic beverages as defined in the State Alcoholic Beverage Control Act.
- 2.24 Maintenance Capital Expenditures (MCAPEX):** is defined 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.
- 2.25 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.
- 2.26 State:** The State of California.
- 2.27 Structure:** Anything constructed or erected with fixed locations on the ground, among other things structures include buildings, manufactured offices, walls, fences, billboards, and poster panels.
- 2.28 Trade Fixture/s:** Those removable items installed by the Lessee under the terms of an Agreement and are used in the business of the Lessee. Trade fixtures are removable by the Lessee before the Agreement expires; however, the Lessee 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.

- 2.29 Subcontract:** An agreement by the Lessee to employ a subcontractor to provide services to fulfill this agreement.
- 2.30 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.

3.0 DEMISED PREMISES

- 3.1** County hereby leases to Lessee for its management, operation, and maintenance of golf courses upon the designated grounds within the real property consisting of El Cariso Golf Course, Lakewood Country Club and Tennis Center, and Victoria Golf Course, collectively "The Golf Courses."
- 3.2** The Demised Premises, as shown on the attached Exhibits A1, A2, and A3, which by this reference are incorporated herein, shall be used only and exclusively for The Golf Courses operations and such other purposes as are related thereto provided express approval therefore is granted by the Director and 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 alterations thereof, except as otherwise set forth in this Agreement hereinafter.
- 3.4** Any improvements, additions, alterations, or changes to the Demised Premises will be subject to: prior written approval by the Director; 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 (CIPF) or Golf Course Improvement Fund (GCIF).
- 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(s), 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 therefore, 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.

3.7 EASEMENTS

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

4.0 LESSEE'S BASIC OBLIGATION FOR THE GOLF COURSES

4.1 GOLF PROFESSIONAL SERVICES

4.1.1 Use Granted

Lessee is hereby authorized and required to sell, rent, store, and repair golf equipment, clothing, and supplies; provide instructional services in the play of golf; and rent golf carts and operate a driving range.

4.1.2 Merchandise

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

4.1.3 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.

4.1.4 Golf Carts

- a. Lessee must provide at a minimum the number of power-driven golf carts stated in Section 1 of Exhibits A1, A2 and A3. 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 Golf Courses. 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, under Exhibit B, Golf Course Operations Manual.
- b. Pursuant to the Department's commitment to non-discrimination on the basis of disability, the Lessee must make

available at least one (1) equally accessible golf cart at each facility that is operational at all times, or as required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG), except as prohibited by Subsection 4.1.4 (a) above and in addition to the total number golf carts identified in Exhibits A1, A2, and A3.

4.1.5 Junior Golf Program

- a. Lessee must cooperate with the Director in the promotion of the County's Junior Golf Program (JGP) 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.
- b. Within the first year from the beginning of this Agreement, the Lessee is required to implement a JGP satisfactory to the County.
- c. Lessee agrees to pay two dollars (\$2) of each paid tournament registration fee collected to the County in order to assist with funding the County's JGP. The two dollars (\$2) shall be paid to the County prior to calculating the Rent to County percentage payment.
 - 1. Lessee must report, by separate line item, the aggregate of said payments derived from monthly tournament registration fees in the Monthly Revenue Statement, a sample provided as Exhibit N, Sample Monthly Revenue Statement, that accompanies the regular monthly rent payment as required by this Agreement.
 - 2. County agrees to use such funds for its JGP only and must 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.
- d. The Department will allocate all revenue derived from the Reservation Deposits and Cancellation Fees to fund the County's JGP.

4.1.6 Adherence to the Department's Tee Times Reservation Policy

Lessee will be responsible for the implementation of the Department's Reservation Policies, which includes the collection of tee times reservation deposits, forfeiture of deposits, now-show fees, short-show fees, and observance of the online reservation window as described in Exhibit B, Golf Course Operations Manual.

4.2 CLUBHOUSE/COFFEE SHOPS

4.2.1 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.

4.2.2 Lessee's Staff

Lessee must 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.

4.2.3 Days and Hours of Operation

Lessee must open the coffee shop at The Golf Courses for business each and every day no later than thirty (30) minutes before the first golfer begins play. The coffee shop must remain open throughout the day and must 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. Any changes in the days and hours of operation heretofore prescribed will be subject to written approval by the Director.

4.2.4 Merchandise

Lessee must provide and maintain the necessary inventory of food and beverage merchandise required to meet the needs of the public at The Golf Courses. All food and beverages sold or kept for sale must 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 must 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 SERVICES/FACILITY RENTALS

Lessee is hereby required to maintain and operate banquet services at Lakewood Country Club and Tennis Center, at the same level as comparable municipal golf courses, within three (3) months of the execution of this Agreement, unless otherwise approved by the Director in writing. El

Cariso Golf Course and Victoria Golf Course may operate banquet facilities as mutually agreed by the Director and Contractor. "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 must employ at least one (1) full-time salesperson and additional support staff to manage the marketing, sales, and execution of Banquet Services.

4.4 STARTER SERVICES AND MARSHALING

4.4.1 Use Granted

- a. 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; placing golfer names on call-sheet as necessary; sending 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; receiving and processing requests from groups for tournaments, booking tournaments, and collecting appropriate fees, fifteen (15) days prior to tournament starting date; taking all reasonable actions as necessary to speed play on course; entering golfers names on starter sheet and issuing cash register receipt to each golfer as payment is received for greens fee; totaling all golf starter sheets at the end of each day's play and reconciling with fee category totals on cash register detail tape; opening and closing The Golf Courses at appropriate times; maintaining daily log book detailing number of rounds played by fee categories and totaling amount of cash collected by fee category. Totals from the daily logbook on the number of rounds of play by fee categories must be submitted to the Director on a monthly basis within five (5) days of the final day of the prior month.
- b. 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 Operations Manual.
- c. Lessee must implement at each golf course a marshaling program designed to speed-up play and said program shall be approved by the Director. Lessee must 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 must provide access to golf carts and trained golf course marshals for said program.

- d. The marshals must 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 must work with the golf starter and be part of the golf shop team and must be trained and easily identifiable on the course.
- e. The marshals' carts must 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.

f. 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).

4.4.2 Days and Hours of Operation

Lessee must 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 every day, including Sundays and holidays. Any changes in the days and hours of operation heretofore prescribed will be subject to written approval by the Director.

4.4.3 Equipment

If not otherwise provided, Lessee must provide scorecards of which scorecards must be subject to prior written approval by the Director. Lessee must provide, including but not limited to a 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

4.5.1 In accordance with the guidelines identified in Exhibit M, Advertising Materials, Publicity, Credit in Promotional Material, and Logos, hereinafter and at the Lessee's sole cost, the Lessee must publish, at a minimum and on a semi-annual basis, a printed advertisement promoting each of The Golf Courses. Such printed advertisement must be not less than 4" x 5" in size and must be published in a local or regional periodical or golf publication.

4.5.2 The Lessee must 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.

- 4.5.3** 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.
- 4.5.4** The Lessee must establish and maintain an electronic reservation system that also includes a link to the Department'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 for The Golf Courses website and reservation system.
- 4.5.5** Brokering involves a private party, the broker, reserving tee times and advertising them to the public for an additional fee. In an effort to deter brokering of tee times and support increased availability of times slots at The Golf Courses, the Department will update its reservation policy to address the deposit and reservation system, requiring a non-refundable reservation deposit and cancellation fee. Lessee must implement the reservation deposit and cancellation fee and allocate revenue generated from such fees to fund the County's Junior Golf Program as described in Exhibit B, Department Golf Course Operations Manual upon commencement of the Lease Agreement. To ensure the golfing community is well-informed of the reservation policy, Lessee must advertise the policy in all databases, websites, including social media outlets and other golf platforms.

4.6 GENERAL MAINTENANCE

4.6.1 Buildings and Equipment

- a.** Lessee must, 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.
- b.** 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.
- c.** 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.

4.6.2 Grounds Maintenance

- a. The Lessee will 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 Standards for each golf course.
- b. The use of glyphosate-based products for herbicide control is prohibited at all County facilities.
- c. In regard to the level of maintenance, all work must 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.
- d. Monthly golf courses inspections of all areas included in this Agreement shall be made by the County.
- e. The Lessee must provide a maintenance foreman and maintenance crew at each of The Golf Courses at all times during business hours. All Lessee's maintenance personnel must be supervised by a Class "A" superintendent. The superintendent must meet all qualifications as described in Exhibit B, Golf Course Operations Manual. The Lessee must employ sufficient personnel to perform the work as required by the Agreement.
- f. The Lessee must 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 of The Golf Courses' regular hours of operation. The County shall call for such assistance only in the event of an emergency. This section 4.6.2 (f) does not apply to conditions rendering the course unusable as otherwise set forth herein.

- g. 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.

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

The Lessee, at its own cost and expense, must 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.

The Lessee must secure the County's approval of the type of each supply, material, or equipment prior to its use or installation on The Golf Courses.

- I. During any periods of excavation or irrigation repairs at Victoria Golf Course, the Lessee will be responsible for ensuring that a Hazardous Waste Operation and Emergency Response (HAZWOPER) certified supervisor is on site.

4.6.3 County Equipment

The County has equipment located at the El Cariso and Victoria Golf Courses, Exhibit S (County Equipment). The County will allow the Contractor to utilize the equipment listed on Exhibit S for managing, operating, and maintaining El Cariso and Victoria Golf Courses. The Contractor accepts the equipment in its present condition and agrees to make no demands upon County for any maintenance, repair or replacement of the equipment. The Contractor will be responsible for all the costs associated with equipment maintenance and repair. All equipment must

remain at the designated Golf Course and must not be removed, relocated, or disposed of, without prior approval from County.

Once the equipment has been determined to be unusable or inoperable, Contractor will be responsible, at its sole cost, for its replacement. Contractor must notify County of any changes to the equipment listed in Exhibit S. Any equipment that is replaced at the cost of the Contractor will be considered the property of the Contractor.

4.7 MAINTENANCE CAPITAL EXPENDITURE (MCAPEX) CONTRIBUTIONS

4.7.1 MCAPEX is defined as 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.

4.7.2 The Lessee must contribute 1.5% of the total annual gross revenue for MCAPEX for each golf course. Lessee must report, by separate line item, the monthly MCAPEX in the Sample Monthly Revenue Statement, Exhibit N.

4.7.3 The Lessee must submit an annual MCAPEX plan for each golf course to the Department to be completed by the Lessee using the MCAPEX funds held by the Lessee. 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.

4.7.4 The Lessee must prepare and submit to the Department a cost expenditure report on an annual basis for each golf course at the end of each calendar year. The report should itemize all the MCAPEX improvements completed throughout the year and a total of a minimum of 1.5% of the total annual gross revenue.

The Lessee holds and manages the MCAPEX funds.

4.8 NOTICE OF NON-PERFORMANCE

4.8.1 Liquidated Damages

If the Director determines that there are deficiencies in the performance of this Agreement, the Director will provide a Notice to Cure (NTC) to the Lessee to correct the deficiency. The Lessee will 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. Notification of leaky valves can be made via email or phone call and is not limited to NTC. In the event that Lessee fails to correct the deficiencies within the prescribed time frames, Lessee will be subject to the remedies provided in Section 15.9, Lessee's Non-Compliance and Liquidated Damages.

4.8.2 County's Right to Enter

Should the Lessee fail, after a ten (10) day or twenty-four (24) hour notification, as applicable, from the County of the need thereof, to perform its obligations hereunder, the County in addition to all other available remedies may, but must 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 must 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 will be fifteen (15) years effective October 1, 2025, following the Board of Supervisors' (Board) approval, unless sooner terminated or extended, in whole or in part, as provided for in this Agreement.
- 5.2** The County will have the sole option to extend this Agreement term for up to one additional three (3) year option term and six (6) month-to-month extensions, for a maximum total Agreement term of 18 years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director.
- 5.3** The County maintains a database that track/monitor Lessee performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise an agreement term extension option.
- 5.4** The Lessee must notify Department when this Agreement is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Lessee must send written notification to Department at the address herein provided in Exhibit E (County's Administration).

6.0 CONSIDERATION

- 6.1** With the exception of Victoria Golf Course, for the first three (3) years of the term of the Agreement, Lessee will pay the sum of the gross percentages of the total monthly gross receipts received from the categories described below. Starting the fourth (4th) year of the term of the Agreement, Lessee must pay a monthly amount equal to the greater of the Monthly 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:

| Minimum Rent Percentages | |
|---|------------|
| Greer Fees, Tournament Fees, Senior Cards, Driving Range, Golf Carts Rentals | 30% |
| Facility/Rooms Rental, all Ancillary Services and related equipment, Parking Lot Rentals, and Filming Fees | 25% |
| Liquor | 10% |
| Banquet Service, Banquet Services Charges, Food and Non-Alcohol Beverages, | 8% |
| Sale, Repair, Rental of Golf Related Merchandise, Vending Machine Sales, Commissions, Miscellaneous Sales and Services, and/or Other | 6% |
| No Show Reservation | 50% |

Victoria Golf Course Rent

The Contractor will not be required to pay a monthly minimum rent or percentage rent for Green Fees, Tournament Fees, Senior Cards, Driving Range, and Golf Cart Rentals. However, should the number of rounds played at this golf course increase to 48,000 in any fiscal year (July 1 through June 30), a minimum rent percentage will be established, as negotiated by County and Contractor, no later than September 1 of the fiscal year following the year in which the rounds increased over 48,000. Neither party will unreasonably stall the negotiations of such rent percentage. Contractor will be required to pay the monthly rent percentages established for the categories identified in Subsection 6.1.1 above.

In addition to the establishment of a rent percentage, a Monthly Minimum Rent will be established and adjusted when the rent adjustment for the other golf courses occurs in accordance with Section 6.4. The adjusted monthly minimum rent must not be less than the previous monthly minimum rent.

Victoria Golf Course Sales

All sales for services that carry a cash value purchased at Victoria Golf Course, such as vouchers, coupons, memberships, and driving range cards, must be redeemed only at Victoria Golf Course.

6.2 Pursuant to Sections 6.1 above, the percentages of rent of the monthly gross receipts to be used during the term of this Lease Agreement are identified in the table above.

6.3 In the event that the County transfers its interest in any of The Golf Courses and closes any of The Golf Courses, or portion(s) thereof, or reconfigures any of The Golf Courses, as provided in Section 15.38, Termination Upon Transfer of Title or Golf Course Closure, and Section 13.0, Construction by the County Affecting Demised Premises, Subsection 13.6, the County reserves the right, at its sole discretion, to renegotiate the percentage of rent of the monthly gross receipts for the following categories:

- Green Fees
- Tournament Fee
- Senior Cards
- Driving Range
- Golf Cart Rentals

Negotiations will be based on market conditions at the time of transfer and/or closure subject to Board of Supervisors approval. The resulting percentage will never be less than the percentage prior to the transfer or closure.

6.4 The monthly minimum rent must be established commencing the fourth (4th) year of the term of the Agreement by multiplying the rent received by the County during the third (3rd) year of the Agreement by 80% and then dividing that amount by twelve (12) (Monthly Minimum Rent). Thereafter, the Monthly Minimum Rent must be adjusted every three (3) years on the anniversary of the commencement of the Agreement. The adjusted monthly minimum rent must 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 must be deposited into the Golf Course CIPF (CIPF).

6.5 The parties acknowledge and agree that the County previously established a CIPF. 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 10.0 (Required Capital Improvement Program) hereinafter. All funds in the individual golf courses CIPF deposited remain at that facility, and continue to be used exclusively at each golf course. All CIPF collected by the County upon commencement of this Agreement, shall be deposited into the general CIPF that shall be for capital improvement projects throughout the County's Golf Course System, except as stated in Section 10.9.

6.5.1 The Lessee agrees to collect the Golf Course Improvement Fee (GCIF), as outlined in Exhibit C, Golf Course Green Fees Allowable Rates, and must 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 must report, by separate line item, the aggregate of said payments derived from the GCIF in the Monthly Revenue Statement, a sample provided as, Exhibit N, Sample 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 will be retained by the County.

- d. 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.
- e. 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.
- f. Within thirty (30) days of the effective date of this Agreement, Lessee must 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 must, within thirty (30) days of receipt of Director's approval of the proposed improvements and the priority of funding for those improvements, post in a public area of the golf courses the approved list of improvements and schedule of project timelines so that the public can be aware of the golf courses improvements to be funded from the GCIF. As improvements are completed, the Lessee must update the posted list to reflect the implemented and planned improvements status. Lessee and the Director 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 must prevent the Lessee and Director from coordinating on the improvements to be funded or prevent the Director 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 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.

- g.** 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, Lessee must 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.

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

6.6 When the Director 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 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 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 (30th) day of the calendar month following each month of the term of this Agreement. Should the thirtieth (30th) day of the month fall on a weekend or County observed holiday, then the payment will be due on the business day prior/after the due date. Payment must be by check or draft and made payable to the Department. 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 due date. However, the late payment charges herein provided may be waived, whenever the Director, in his/her 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** For any change which affects the scope of work, agreement term, agreement sum, payments, or any term or condition included under this Agreement, an amendment to the Agreement must be prepared and executed by the Lessee and by the Director.
- 7.2** The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such changes, an Amendment to the Agreement must be prepared and executed by the Lessee and by Director.
- 7.3** The Director, may at their sole discretion, authorize extensions of time as defined in Paragraph 5.0 (Term of Agreement). The Lessee agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement must be prepared and executed by the Lessee and by the Director.

8.0 ACCOUNTING RECORDS

- 8.1** All sales must 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 must 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 must be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Lessee must record by hand all collections and issue a sequentially pre-numbered customer's receipt in like manner.
- 8.2** Lessee must furnish the Director with a monthly gross receipts report showing the amount payable there from to the County. Such a report must 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 must be by calendar month rather than monthly anniversary date of the effective date of this Agreement. In addition, thereto, Lessee must 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 must be submitted to the Department within sixty (60) days of the close of the calendar year.
- 8.3** Lessee must 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 must be separate from the accounting system used for any other business

operated by Lessee or for recording Lessee's personal financial affairs. Such method must 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); and
 - 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 must 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 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 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 must 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 must pay to the County the sum of **Three Hundred Thousand Dollars (\$300,000)** in the form of a cashier's check made payable to the Department or shall purchase and maintain a performance bond in the amount of no less than three hundred thousand dollars (\$300,000) in favor of and acceptable to the County

during the term of this Agreement including any extension options which may be exercised.

- 9.2** Said Security Deposit will 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; and 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 must immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.
- 9.4** Said Security Deposit will be returned to Lessee upon termination of this Agreement less any amounts that may be withheld there from by County as heretofore provided.

10.0 REQUIRED CAPITAL IMPROVEMENT PROGRAM (CIP)

- 10.1** Lessee must prepare and submit on an annual basis a list of proposed CIP projects for each golf course for the review and approval by the Director. Said list must 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 forth in Exhibit B, Golf Course Operations Manual.
- 10.2** Lessee must submit its proposed CIP Project List to the Director prior to the end of the first Agreement Year, and thereafter on an annual basis. Director 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 and Lessee do not mutually agree upon capital improvement(s), then the Director has, at all times, the final decision on capital improvement(s) approval and implementation.
- 10.3** Prior to the commencement of any construction, Lessee must 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, will be made by Lessee without prior 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 must 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 must furnish all tools, equipment, labor, and material necessary to perform and to complete the same. Upon completion of the improvements, Lessee must furnish the Director with one (1) complete set of as-built construction drawings on Mylar or its equivalent acceptable to the Director (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves must 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 must 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 must provide such insurance coverage as Director 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. 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 must deposit five hundred thousand dollars (\$500,000) 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 five

hundred thousand dollars (\$500,000) 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 five hundred thousand dollars (\$500,000) 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 will deposit ***ten percent (10%) of the total rent to County from the green fees, tournament fees and Senior cards*** into the general CIPF with the County Treasurer. 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 will, at all times, be administered by the County as trustee. At the termination or other expiration of this Agreement, all unexpended funds will be retained by the County.
- 10.14** Upon final approval by the Director of the plans, specifications and construction cost estimates for the capital improvement(s), the Director shall instruct the Auditor-Controller to issue a warrant to the 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, the Auditor-Controller shall be instructed by the Director 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

- 10.16.1** Using available funds from each of the golf courses general CIP Fund or GCIF, as approved by the Director, the Contractor must complete the trimming and/or removal of 150 trees at El Cariso and Lakewood Golf Course and remove all green waste from all the premises, including green waste stored at maintenance yards, as determined, and instructed to by the Director. The tree project at El Cariso and Lakewood Golf Course must be completed within the first twelve (12) months of the term of the Agreement or as funds are available, as approved by the Director. The Director reserves the right to adjust the minimum number of trees by property.

Victoria Golf Course is exempt from this requirement unless the Director, or designee, determines that the Demised Premise is in an unsafe condition.

10.16.2 El Cariso Golf Course

- a. Using funds distributed from the GCIF or CIPF, the Lessee must submit plans for sand bunker renovations throughout the course as directed by the Director; within the first 18 months of the commencement of the Agreement.
- b. On or before the fifth (5th) year of the term of this Agreement, the Lessee is required to complete tee box renovations throughout the course as directed by the Director, subject to plan review and written approval by the Director. Project completion will be based on funds available from the GCIF or CIPF.

10.16.3 Lakewood Golf Course and Tennis Center

- a. Using funds distributed from the GCIF or CIPF, the Lessee must submit plans for sand bunker renovations throughout the course as directed by the Director; within the first 18 months of the commencement of the Agreement.
- b. On or before the fifth (5th) year of the term of this Agreement, the Lessee is required to complete renovations to the golf course restrooms, as directed by the Director, or designee, subject to plan review and written approval by the Director. Project completion will be based on funds available from the GCIF or CIPF.

10.16.4 Victoria Golf Course

Within the first 18 months of the commencement of the Agreement, Contractor must submit plans for the Entry Restrooms Renovation for Director's approval, using available funds from the GCIF or CIP Fund.

The Director and Lessee may agree, from time to time that various capital improvement(s) are necessary to improve and/or ensure the usability of the premises. The funding source for these projects, shall be mutually agreed upon by Lessee and the Director. In the event that the Director and Lessee do not mutually agree upon capital improvement(s), then the Director has at all times, the final decision on capital improvement(s) approval and implementation.

The Lessee must comply with the Department of Toxic Substances Control ("DTSC") Remedial Action Plan ("RAP") during any construction at Victoria Golf Course to ensure full compliance with the stipulated procedures. The RAP necessitates a thorough assessment of potential health risks and fire/explosion hazards from landfill gas at the site. Furthermore, it

mandates considering potential mitigation measures concerning the construction of new buildings or any land activity that may compromise the soil cap.

11.0 BONDS

- 11.1** The Lessee must 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 and executed by a corporate surety authorized to conduct business as a surety in the State of California. The condition of the bond must 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 must be maintained in full force and effect by the Lessee until said works of improvement have been accepted by the Director.
- 11.2** The Lessee must 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 and executed by a corporate surety authorized to conduct business as a surety in the State of California. The payment must 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 must 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 must 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 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 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 must have the option to deposit with the County, cash, or United States Government securities in all respects satisfactory to the Director in lieu of the surety obligations herein required. Said cash or securities will 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 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. The Lessee will 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 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 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 for approval prior to the performance of any work thereon. Said documents must 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 must 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 must be commenced promptly

following the approval thereof by the Director, 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 must be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by Director. Lessee agrees that County may have on the site at any time during the construction period an inspector who will have the right of access to the Demised Premises and the work occurring thereon. Lessee, at the commencement of the construction work, must notify Director 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 must 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 will 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 may determine the damage and/or restoration interferes with this Agreement operation provided a claim therefore is filed with the Director within one hundred (100) days of notice of election to restore the premises. Any such claim will be denied if the destruction of the Demised Premises is found by the Director 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 must 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 will also be applicable to a total or partial destruction of the golf courses by the aforementioned causes, except that the relief to be provided will be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the 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 must 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 will 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 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 must resume its operations therefrom within thirty (30) days of written notice from the Director that the Demised Premises are tenantable.
- 13.4** The aforementioned provisions of this section will 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 will be based upon the extent the Director 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 Victoria Golf Course

The County, at its sole option and cost (not using the CIPF), may develop and make changes, alterations, or additions to Victoria Golf Course. During the Term, the Victoria Golf Course may include the reconfiguration of the golf holes and changes to the Demised Premises. Lessee must cooperate fully with the County during any plan preparation, construction, partial or full closure period during construction and with any resulting changes to the Demised Premises. In the event of performance work at the Victoria Golf Course requires a partial or total closure thereof, or results in the reconfiguration of the Demised Premises, the abatement, relief, or other compensation to be provided shall be negotiated in good faith and be determined based on the resulting reductions in the public's use or changes

to the operations and maintenance obligations to the Demised Premises at Victoria Golf Course.

14.0 OPERATING RESPONSIBILITIES

14.1 PUBLICITY

14.1.1 The Lessee must not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Lessee's need to identify its services and related clients to sustain itself, the County will not inhibit the Lessee from publishing its role under this Agreement within the following conditions:

- The Lessee must develop all publicity material in a professional manner; and
- During the term of this Agreement, the Lessee will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

14.1.2 The Lessee may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County, provided that the requirements of this Paragraph 14.1 (Publicity) will apply.

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 Department logos, unless specifically approved otherwise by the Director as further described in Exhibit M, Advertising Materials, Publicity, Credit in Promotional Material and Logos.

14.2 COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Lessee must 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. The County 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 must conform to and abide by all rules and regulations and policies of the Board, the Director, 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 must maintain adequate and proper staff for its authorized operations. Lessee must designate an Operations Manager for each golf course with whom County may deal with daily. Any person selected by Lessee as an Operations Manager must be skilled in the management of businesses similar to the operation and will be subject to approval by the Director. The Operations Manager must 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 must 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 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, detrimental to the interest of the public patronizing the Demised Premises. Lessee must transfer or reassign any such employee within a reasonable period of time following notice thereof from the Director, and such employee must not be assigned to any other County Department or 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law. The Lessee must 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 will be furnished at the Lessee's expense

and must include appropriate attire, name badges and/or name plates as specified by the Director.

- 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 must 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 must 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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 must inform all its officers, employees, agents, and subcontractors providing services hereunder of the

confidentiality provisions of this Agreement. Lessee must sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

14.4 DAYS AND HOURS OF OPERATION

The Lessee must keep said operation open every day, including Sundays and Holidays. The minimum hours of operation must be the same as the Starter Services and Marshaling days and hours of operation as specified in Section 4.4, Starter Services and Marshaling, Subsection 4.4.2, Days and Hours of Operation. Lessee must post hours of operation in a visible location. Open play on the course may be suspended during periods of inclement weather. Lessee must 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. Lessee must maintain an answering service in the name of the Lessee and must 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 Course Operations Manual, Exhibit B.

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 Board. The rates identified in Exhibit C, Golf Course Green Fees Allowable Rates, will be the baseline used to adjust the Board approved fees at each golf course: 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 will 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) to optimize utilization during periods of decreased demand (e.g. projected inclement weather).

Lessee is 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 Director on an annual

basis by way of the Department's Fee Review Process. See Exhibit C (Golf Course Green Fees Allowable Rates), Section C1 (Proposed Golf Course Green Fee Rates), for Fee Schedule submission form.

14.6.3 Department's Fee Review Process

Each January, the Lessee must 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 1st 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 1st through June 30th.

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 Golf Course Green Fees Allowable Rates, 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 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 thirty (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. Revenue collected from filming activities will be subject to rent percentage.

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 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 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 Demised 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.

14.11 ILLEGAL ACTIVITIES

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

14.12 PRICES

Lessee must 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 hereby reserves the right to review and approve said fees and any increase requires approval from the Director. Said prices must 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 notifies Lessee that prices being

charged are not fair and reasonable, Lessee shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Lessee must make such price adjustments as may be ordered by the Director.

14.13 PUBLIC USE

Lessee must 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 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 must meet with the Director 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.

14.15.1 Bankruptcy and Insolvency Reporting

- a) Lessee must notify County should they or any affiliated companies have a reason to believe that they, or any of their affiliated companies may be facing insolvency issues or the intent to file for bankruptcy.
- b) Upon request by County, Lessee must provide financial status information, including information from parent companies and affiliated entities, for the purposes of assessing the financial viability of the operator or its related companies.

14.16 SAFETY

14.16.1 Lessee must immediately correct any unsafe condition of the Demised Premises or unsafe practices occurring thereon, as well as comply with all applicable safety laws. Lessee must 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 must 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 must cooperate fully with County in the investigation of any accidental injury or death occurring on the Demised Premises. Lessee must submit a report within twenty-four (24) hours to the Director of any accidental injury or death.

14.16.3 Inclement Weather

Lessee must 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, will be permitted or remain on the Demised Premises. Lessee must provide that all refuse is collected as often as necessary, and in no case less than once a week, and will pay all charges which may be made for the removal thereof. Lessee must furnish all equipment and materials necessary, including trash receptacles of the size, type, color, and number required by the Director, to maintain the Demised Premises in a sanitary condition. Public restrooms must 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.

14.19 SIGNS

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

14.20 TRADE FIXTURES

Lessee must provide and install all appliances, furniture, equipment, and other necessary fixtures that are necessary for the operation of The Golf Courses. During the last thirty (30) days preceding the termination of this Agreement, the County and Lessee will conduct a walkthrough of the premises with the inventory check list to ensure that all parties are in agreement of the ownership of trade fixtures and equipment belonging to each party. Lessee must remove all trade fixtures, except those trade fixtures that by the manner in which they have been affixed, have become an integral part of the premises and those trade fixtures which have been furnished by the County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Lessee fail to remove said fixtures, within said thirty (30-day) period, Lessee will lose all right, title, and interest in and thereto, and County will become the owner of the trade fixtures. County may elect to keep the trade fixtures at the premises or sell, remove, or demolish same. Lessee must reimburse County for any and all costs, as determined by the Director, incurred in

excess of any consideration received from the sale, removal or demolition thereof. This Section must be interpreted consistent with Civil Code Sections 660, 103, and 1019.

14.21 TREE TRIMMING AND GREEN WASTE REMOVAL

14.21.1 As instructed by the Director at the commencement of this Agreement, the Lessee may use available funds from the CIPF, to trim a minimum of one hundred fifty (150) trees at El Cariso and Lakewood Golf Courses 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 El Cariso and Lakewood Golf Courses. The selection of trees and the scope of the trimming/removal is subject to prior written approval by the Director. The Director may relieve this requirement should the Director deem the trimming not necessary for any particular golf course.

Victoria Golf Course is exempt from this requirement unless the Director, or designee, determines that the Demised Premise is in an unsafe condition.

14.21.3 All oak trees within the Demised Premises of the golf courses, must be managed and maintained in accordance with the County's Oak Tree Ordinance, Exhibit L.

14.22 USE OF FACILITIES: RESTRICTIONS

Lessee must obtain Director's 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 must provide and pay for all utilities needed to serve the Lakewood Country Club and Tennis Center and Victoria Golf Course, including water, electrical, gas, telephone and/or internet services. The telephone number must be placed in the name of the Lessee and must 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 must 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 Excluding water, the Lessee must provide and pay for all utilities needed to serve El Cariso Golf Course, including telephone service. The cost of water will be paid by the County except as otherwise provided in this Section 14.23.3. The telephone number must be placed in the name of the Lessee and must 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 must 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, with the exception of water.

14.23.3 Notwithstanding the above and in addition to the monthly rent, the Contractor must pay the County a monthly amount equal to four thousand five hundred dollars (\$4,500) for water costs at El Cariso Golf Course. Said amount must be identified on the Lessee monthly rent statement as a separate line item.

14.24 ACCEPTABLE FORMS OF PUBLIC REMITTANCE

In addition to cash and checks, the Lessee must 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 must join Audubon International, a 501(c)(3) non-profit organization. The Lessee must participate in the Audubon Cooperative Sanctuary Program for The Golf Courses and throughout the term of the agreement, the Lessee must maintain membership with Audubon International. The Golf Courses must be certified within forty-eight (48) months of commencement of this Agreement as a Certified Audubon Cooperative Sanctuary; the Lessee must 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 will 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 must not in any way alter or modify any of the County's systems and/or equipment.

- 14.26.2** The Lessee must 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 patterns of the golf system. Lessee will 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 Lessee must partner with a minimum of one (1) community-based organization (CBO) and/or non-profit organization (non-profit) to host at least two (2) annual tournaments, per course, at no charge to the CBO and/or non-profit. The resulting profits from the two (2) tournaments must be used to provide community benefit programming at the respective golf course, 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 at reduced rates agreed to between the 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 courses for these purposes.
- 14.27.2** The Lessee must collaborate with the Department to provide the minimum two (2) annual tournaments, per course, to raise funds in support of community benefit programming described above.
- 14.27.3** The Lessee must 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 must collaborate with the Department to host additional non-golf-based community events per course at reduced rates agreed to between the Lessee and Department.
- 14.27.4** 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 or adjacent to The Golf Courses.
- 14.27.5** The Golf Courses are uniquely located and suited for growth and development of junior/family golf programming and accommodate 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 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 must include a detailed plan, for review and approval of the Director, on specifically how community golf programming will be implemented in terms of minimum hours of access and pricing. This plan must 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. The plans must be submitted to Golf Operations quarterly, starting six (6) months from the commencement date of this Lease Agreement.

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 must be non-damaging to surfaces and adjacent golf course property, and approved by CAL-O.S.H.A.

- 14.28.3** Appropriate surface preparation must be made when removing graffiti from painted walls, and paint applied must be the exact shade of color as existing paint, unless otherwise specifically approved by the Director.
- 14.28.4** The Lessee must use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces must not be painted. The Lessee must use materials, and methods of application, as provided and approved by the Director.
- 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 must 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 will be required to maintain customer satisfaction at a high level. As part of the 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 will 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 must be made available to the Department, upon request, for communication and business analysis purposes.

The Lessee must ensure that customer research and data collected by the Lessee during the course of its operations, including data collected through its reservation system, such as demographic information, zip code, and contact information, is available to the County at no cost for communication and business analysis purposes and to better understand utilization patterns of the golf system. Additionally, Lessee must include survey links on the course website, as requested by the County. Lessee must adopt and integrate any and all County-implemented customer satisfaction process.

14.30 PUBLIC WI-FI ACCESS

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

14.31 COOPERATION IN INNOVATION AND PILOT PROJECTS

The Lessee, at its own expense, is required to participate in pilot project and research ventures with third party organizations which may include, but are not limited to studies on pace of play, ecologically friendly maintenance practices, reduction in pesticides and chemical, automated maintenance equipment, etc.

14.32 FINANCIAL VIABILITY

Lessee will 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 TERMS AND CONDITIONS

15.1 AGREEMENT ENFORCEMENT

- 15.1.1** The Director will 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 must 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 must provide the Director with a policy for receiving, investigating, and responding to user complaints.
- 15.2.2** The Director 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 requests changes in the Lessee's policy, the Lessee must make such changes and resubmit the plan within five (5) business days for Director's.
- 15.2.4** If, at any time, the Lessee wishes to change the policy, the Lessee must submit proposed changes to the Director for approval before implementation.
- 15.2.5** The Lessee must preliminarily investigate all complaints and notify the Director 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 must be sent to the Director 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 Section 15.14 (Events of Default), this Agreement will be subject to cancellation. As a condition precedent thereto, the Director will 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 will 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/her sole discretion, determines 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 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 VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, 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 2.126, a copy of which is attached as Exhibit I and incorporated by reference into and made part of this Agreement.

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

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

- 15.6.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Lessee's duty under this Agreement to comply with all applicable provisions of law, the Lessee warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

15.7 LESSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

The Lessee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Lessee understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit H (Safely Surrendered Baby Law) in a prominent position at the Lessee's place of business. The Lessee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

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

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 determines that there are deficiencies in Lessee's operations authorized and required, the Director will provide, as specified herein in 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 may, at his/her option: 1) use the Security Deposit as provided for herein, 2) exercise its rights under Subsection 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 agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Lessee to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is two hundred fifty dollars (\$250) per day per infraction, or as specified in Exhibit J (Performance Requirements Summary (PRS)) Chart hereunder, and that the Lessee will be liable to the County for liquidated damages in said amount.

15.9.3 The action noted in Paragraph 15.9.2 must not be construed as a penalty, but as adjustment of payment to the Lessee to recover the County cost due to the failure of the Lessee to complete or comply with the provisions of this Agreement.

15.9.4 This Section must not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Paragraph 15.9.2, and must not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

15.10 LESSEE RESPONSIBILITY AND DEBARMENT

15.10.1 Responsible Lessee

A responsible Lessee is a contractor 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 contractors.

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 (5) years but may exceed five (5) 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 a Lessee if the Board 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 offence 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

- a. 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.
- b. 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.

- c. 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d. 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.
- e. 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 will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will also apply to subcontractors of Lessee.

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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Agreement.

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 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) consecutive days, without prior written approval thereof by the Director.
- 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 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 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 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.
- 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.

- 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 15.16.2** Notwithstanding the foregoing, a default by a subcontractor of Lessee will 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 will 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 15.16.3** 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 will 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 will be exclusively in the County.

15.18 INDEPENDENT CONTRACTOR 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 performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Lessee and not employees of the County. The Lessee will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any 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, cost, 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. Lessee's duty to indemnify the County, their agents, officers, and employees shall survive the expiration or other termination of this Agreement.

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 must 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, must be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates must be provided to County not less than ten (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 subcontractor insurance policies at any time.
- Certificates must 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 must match the name of the Lessee identified as the contracting party in this Agreement. Certificates must 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 dollars (\$50,000), 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), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Alhambra, CA 91803
Attention: Contracts and Procurement Division

- Lessee also must 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 must promptly notify County of any third-party claim or suit filed against Lessee or any of its subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against 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) must 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 will 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 must 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 must provide County with, or Lessee's insurance policies shall contain a provision that County must 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 must 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 acceptable evidence that it maintains the Required Insurance will 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. Alternatively, the County may purchase the Required Insurance, and without further notice to Lessee, deduct the premium cost from sums due to Lessee or pursue Lessee reimbursement.

15.20.5 Insurer Financial Ratings

Coverage must 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, must be primary with respect to all other sources of coverage available to Lessee. Any County maintained insurance or self-insurance coverage must 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 Subcontractor Insurance Coverage Requirements

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

15.20.9 Deductibles and Self-Insured Retentions (SIRs)

Lessee's policies will 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 must 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 must precede the effective date of this Agreement. Lessee understands and agrees it will 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 must 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 and its Agents must 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 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

15.21.2 Automobile Liability

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) per accident. If Lessee will provide employees, or, is an employee temporary staffing firm or a professional employer organization (PEO), coverage also must 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 must 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 must 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 two million dollars (\$2,000,000) on per claim and two million dollars (\$2,000,000) 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

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

- Personal Property: Automobile and Mobile Equipment
- Special form ("all risk") coverage for actual cash value of County-owned or concession property; and
- 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 must provide the following forms and amounts of insurance:

- Builder's All-Risk Insurance:** including flood coverage, covering the entire work, against loss or damage until completion and acceptance by the Director. Insurance must 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 must not exceed five percent (5%) of the construction cost.
- Professional Liability:** Insurance covering liability arising from any error omission, or negligent act of the Lessee, its officers, employees, Lessees, 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 Demised Premises, with limits of not less than five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. If written on a “claims made” form, the coverage must also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this Agreement, or replacement coverage must be maintained until such time.

15.22 Nondiscrimination and Affirmation Action

15.22.1 The Lessee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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 Lessee certifies to the County each of the following:

- That Lessee has a written policy statement prohibiting discrimination in all phases of employment.
- That Lessee periodically conducts a self-analysis or utilization analysis of its work force.

- That Lessee has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor 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 applicants are employed, and that employees are treated during employment, without regard to 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 must 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, or 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 project, program, or activity supported by this Agreement.
- 15.22.6** The Lessee will allow County representatives access to the Lessee's employment records during regular business hours to verify compliance with the provisions of this Section 15.22 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 15.22.7** If the County finds that any provisions of this Section 15.22 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the Lessee has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Lessee has violated the anti-discrimination provisions of this Agreement.

15.22.8 The parties agree that in the event the Lessee violates any of the anti-discrimination provisions of this Agreement, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

15.23 NOTICE TO EMPLOYEES REGARDING THE 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 H (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 or demands required or permitted to be given or made under this Agreement must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Lessee's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director will have the authority to issue all notices or demands required or permitted by the County under this Agreement.

15.26 PUBLIC RECORDS ACT

15.26.1 Any documents submitted by the Lessee; all information obtained in connection with the County's right to audit and inspect the Lessee's documents, books, and accounting records pursuant to Section 15.45 (Record Retention and Inspection-Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will 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 issued by a 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 action or liability arising under the Public Records Act.

15.27 RECYCLED BOND PAPER

Consistent with the Board 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 Subparagraph 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 will not be affected thereby and will remain in full force and effect.

15.30 SUBLEASE

15.30.1 Lessee will not, without the prior written consent of the Director, sublease any portion of the Demised Premises, or sublease any of the operations 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 will 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) 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 must 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 must 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 ninety (90) days prior to the termination or expiration of this Agreement, Lessee must allow County or newly selected Lessee a transition period for orientation purposes and the orderly transition of Lessee's transfer of current operation. This transition must include access to The Golf Courses. Lessee will be required to provide assistance for the smooth transition of The

Golf Courses to the County or to another lessee by providing the necessary personnel, plans, and training to the new operator. As part of the transition, Lessee will transfer the liquor license to the newly selected Lessee for a mutually agreed upon price within thirty (30) days after the termination or expiration of this Agreement. During this transition period Lessee must continue to 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 must 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 must 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 COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Lessee to maintain compliance with the requirements set forth in Section 15.11 (Lessee's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Lessee to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Agreement pursuant to Section 15.39 (Termination for Default) and pursue debarment of the Lessee, pursuant to County Code Chapter 2.202.

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 forth in Section 15.8 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Lessee to cure such default within ten (10) days of notice will be grounds upon which County may terminate this

agreement and/or pursue debarment of Lessee, pursuant to Los Angeles County Code Chapter 2.206.

15.35 TERMINATION FOR IMPROPER CONSIDERATION

- 15.35.1** The County may, by written notice to the Lessee, immediately terminate the right of the Lessee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Lessee, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to the Lessee's performance pursuant to the Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Lessee as it could pursue in the event of default by the Lessee.
- 15.35.2** The Lessee must immediately report any attempt by a county officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 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 will 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 the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Lessee under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Lessee; or
 - The execution by the Lessee of a general assignment for the benefit of creditors.
- 15.36.2** In the event that the Lessee files for bankruptcy and County exercises its right to terminate the Lease Agreement under the provisions of Section 15.36.1, the County reserves the right to retain possession of all goods, equipment, and materials that are deemed essential for the ongoing operations of all County Golf Courses affiliated with the Lessee's lease agreements. This provision ensures that the County can maintain service continuity and uphold its commitments to the community, safeguarding the

integrity of the golf courses and minimizing disruption to golf course operations. The retained items may include, but are not limited to, maintenance equipment, inventory of supplies, and any other assets that directly contribute to the ongoing operational efficiency of The Golf Courses.

- 15.36.3** The rights and remedies of the County provided in this Section 15.36 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.37 TERMINATION FOR CONVENIENCE

- 15.37.1** This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Lessee specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 15.37.2** After receipt of a notice of termination and except as otherwise directed by the County, the Lessee must:
- Stop work under this Agreement on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 15.37.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Lessee under this Agreement must be maintained by the Lessee in accordance with Section 15.45 (Record Retention and Inspection-Audit Settlement).

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 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 will 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 must 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 will provide advance notice to the Lessee of such closure. For a closure to be effective and this Agreement terminated as described above, County will 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.

15.39 TERMINATION FOR DEFAULT

15.39.1 The County may, by written notice to the Lessee, terminate the whole or any part of this Agreement, if:

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

15.39.2 In the event that the County terminates this Agreement in whole or in part as provided in Paragraph 15.39.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Lessee will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Lessee will continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph.

15.39.3 Except with respect to defaults of any subcontractor, the Lessee will not be liable for any such excess costs of the type identified in Paragraph 15.39.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Lessee. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Lessee. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Lessee and subcontractor,

and without the fault or negligence of either of them, the Lessee will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Lessee to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

15.39.4 If, after the County has given notice of termination under the provisions of Section 15.39 (Termination for Default) it is determined by the County that the Lessee was not in default under the provisions of Section 15.39 (Termination for Default) or that the default was excusable under the provisions of Paragraph 15.39.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 15.37 (Termination for Convenience).

15.39.5 The rights and remedies of the County provided in this Section 15.39 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.40 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Lessee or its subsidiary or Subcontractor ("Proposer/Contractor/Lessee"), is prohibited from submitting a bid or proposal in a county solicitation if the Proposer/Contractor/Lessee has provided advice or consultation for the solicitation. A Proposer/Contractor/Lessee is also prohibited from submitting a bid or proposal in a county solicitation if the Proposer/Contractor/Lessee has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Lessee from participation in the County solicitation or the termination or cancellation of any resultant County agreement.

15.41 TRANSFERS

15.41.1 Lessee will 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 will 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 will 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 will require a written amendment

to this Agreement, which is formally approved and executed by the parties.

- 15.41.2** Each and all of the provisions, agreements, terms, covenants, and conditions herein contained to be performed by Lessee will be binding upon any transferee thereof, except as provided in Subsection 15.41.6.
- 15.41.3** The use granted will not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement will 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 will 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.
- 15.41.4** 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 15.41.6 will be assessed. Consent to any such transfer will be refused if the Director, in his/her sole discretion, finds that the transferee is lacking in experience and/or financial ability to conduct the operation of The Golf Courses.
- 15.41.5** At any time prior to the end of the fifth (5th) year of the term of this Agreement, the Director 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.
- 15.41.6** In the event of any transfer, sale, exchange, assignment or divestment of its rights and obligations pursuant to this Agreement, as described in Paragraph 15.41.4 above, Lessee

shall pay County the actual administrative costs for processing the transfer, including but not limited to, County staff hours and the costs of an independent consultant selected by the County, or other services as described below in this section. Additionally, in the event of any transfer, sale, exchange, assignment or divestment of its rights and obligations pursuant to this Agreement, the County reserves the right, at its sole discretion, to renegotiate with the new operator the percentage of rent of the monthly gross receipts for the following categories:

- Green Fees
- Tournament Fee
- Senior Cards
- Driving Range
- Golf Cart Rentals

Negotiations will be based on market conditions at the time of the transfer, sale, exchange, assignment or divestment.

Should the County and new Lessee be unable to renegotiate the rent percentage as indicated above, Lessee shall pay County a transfer fee equal to the greater of: 1) \$400,000 or 2) an amount equal to the difference in the forecasted funds generated to the County between the existing rent percentage and a new rent percentage, based on the market conditions at the time of the transfer, for the remaining term of the Agreement.

Independent Consultant Analysis. To establish the appropriate rent percentage at the time of the transfer, The Director, at his/her sole discretion, will select an independent consultant to complete the analysis, at the Lessee's sole cost, and recommend the rent percentage to be used for the purpose of renegotiating the Agreement or determining the lump sum amount to the County at the time of the transfer. The resulting percentage will never be less than the percentage prior to the sale, transfer, exchange, assignment or divestment.

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

15.42 WAIVER

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 15.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.43 WARRANTY AGAINST CONTINGENT FEES

- 15.43.1** 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.
- 15.43.2** For breach of this warranty, the County will 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.

15.44 REDUCE SINGLE-USE PLASTICS

15.44.1 Reduce Single-Use Plastics

The Lessee acknowledges that County places a high priority on the implementation of Board Policy 3.185, Reduce Single-Use Plastics, and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

15.44.2 Procurement Data Reporting

The Lessee will keep a monthly record of purchases of single-use products including product type, brand name, quantity purchased, and unit cost. Data will be provided to the County's Project Monitor along with other regular reports and be available upon request.

15.45 RECORD RETENTION AND INSPECTION AUDIT SETTLEMENT

- 15.45.1** The Lessee must maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Lessee must 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, will 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, will be kept and maintained by the Lessee and will 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 must 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 will 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.
- 15.45.2** 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 will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 15.45.3** Failure on the part of the Lessee to comply with any of the provisions of this Section 15.45 will constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 15.45.4** If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement,

representatives of the County conduct an audit of the Lessee regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Lessee, then the difference must be either: a) repaid by the Lessee to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Lessee from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Lessee, then the difference will be paid to the Lessee by the County by cash payment, provided that in no event will the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

15.46 ORGANIC WASTE RECYCLING

- 15.46.1** As of January 1, 2022, all organic waste, including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 15.46.2** The Lessee must not dispose of green waste material(s) in a landfill. The Lessee must identify methods for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- 15.46.3** All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Lessee must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Lessee must train facility staff in managing the green waste to compost the acceptable materials.
- 15.46.4** The Lessee must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Lessee must provide a report to the County's Project Manager as to methods they have used to prevent contamination of green waste. As needed, Lessee must train Lessee's staff on measures needed to comply with County's directive to prevent contamination of green waste.

15.47 TIME OFF FOR VOTING

The Lessee must notify its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before 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 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.

15.49 OWNERSHIP/PARENT COMPANIES

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

15.50 VENDING MACHINE NUTRITION POLICY

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

- 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 Demised Premises; and
- the aforementioned agreement contains a provision granting the provider a right-of-first refusal to provide additional beverage vending machines at The Golf Courses, 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 Golf Courses. The Lessee shall comply with the County of Los Angeles Vending Machine Nutrition Policy (Exhibit K).

15.50.1 Lessee must 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).

15.50.2 The Department of Public Health (DPH) may periodically monitor these Agreements 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 the Department. 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.

15.50.3 Please contact the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email at chronic_disease@ph.lacounty.gov if you have any questions on the vending machine policy and product compliance.

15.51 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 Lessees 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.

15.52 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.

15.53 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

15.53.1 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.

15.53.2 Written Employee Jury Service Policy

- Unless the Lessee has demonstrated to the County's satisfaction either that the Lessee is not a "contractor" 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 must have and adhere to a written policy that provides that its Employees will receive from the Lessee, on an annual basis, no less than five (5) 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 contractor deducts from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a subcontract with a county contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a fulltime employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) 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 will be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 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 must immediately notify the County if the Lessee at any time either comes within the Jury Service Program's definition of "contractor" 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 "contractor" and/or that the Lessee continues to qualify for an exception to the Program.

- 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 agreements for a period of time consistent with the seriousness of the breach.

15.54 VALIDITY

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

15.55 INJURY AND ILLNESS PREVENTION PROGRAM

Lessee will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

15.56 INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE

15.56.1 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 Section 15.56 can be found at: www.lacountyipm.org.

15.56.2 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.

15.56.3 Employee training may be self-certified by Lessees, 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.

15.56.4 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 must 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 must include all of the following:

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

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

15.57 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Lessee, and its subcontractors, must 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.

15.58 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

15.58.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

15.59 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

Should the Lessee require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Lessee must give first consideration for such employment openings to

qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

15.60 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

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 Section 7.0 (Changes and 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.

15.61 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

15.61.1 The Lessee will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Lessee or employees or agents of the Lessee. Such repairs must be made immediately after the Lessee has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

15.61.2 If the Lessee fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Lessee by cash payment upon demand.

15.62 PROCUREMENT OF SB 1383-COMPLIANT COMPOST AND MULCH

Any compost or mulch purchased by the Lessee must be SB 1383-compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Lessee must provide documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

15.63 EDIBLE FOOD DONATION

15.63.1 Lessee must recover the maximum amount feasible of Edible Food, consistent with food safety requirements, and arrange to provide such Edible Food to a Food Recovery Organization/Service.

15.63.2 Lessee must not intentionally cause or allow the spoilage of Edible Food capable of being recovered.

15.63.3 Lessee must keep records of the following and provide them to the County's Project Monitor on a quarterly basis:

- The name, address, and point of contact of each Food Recovery Organization/Service that has collected Edible Food from the Contractor.
- Copies of all contracts, agreements and written communications with each Food Recovery Organization/Service that has collected Edible Food from Contractor.
- The types, established frequency, and quantity, measured in pounds, of Edible Food that has been provided to each Food Recovery Organization/Service each month.

The types and amounts, measured in pounds, of Edible Food that has been made available to, but that was not accepted by a Food Recovery Organization/Service.

15.64 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than two hundred fifty dollars (\$250) to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

16.0 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

| | |
|------------------|--|
| Paragraph 1.0 | Applicable Documents |
| Paragraph 2.0 | Definitions |
| Paragraph 3.0 | Demised Premises |
| Paragraph 4.8 | Notice of Non-Performance |
| Paragraph 6.0 | Consideration |
| Paragraph 7.0 | Changes and Amendments |
| Paragraph 8.0 | Accounting Records |
| Paragraph 11.0 | Bonds |
| Paragraph 12.0 | Destruction of the Demised Premises |
| Paragraph 14.0 | Operating Responsibilities |
| Paragraph 14.3.6 | Confidentiality |
| Paragraph 15.9 | Lessee's Non-Compliance and Liquidated Damages |
| Paragraph 15.15 | Fair Labor Standards |
| Paragraph 15.16 | Force Majeure |
| Paragraph 15.17 | Governing Law Jurisdiction and Venue |
| Paragraph 15.19 | Indemnification |

| | |
|-----------------|--|
| Paragraph 15.20 | General Provisions for all Insurance Coverage |
| Paragraph 15.21 | Insurance Coverage Requirement |
| Paragraph 15.25 | Notices |
| Paragraph 15.37 | Termination for Convenience |
| Paragraph 15.39 | Termination for Default |
| Paragraph 15.40 | Prohibition from Participation in Future Solicitation |
| Paragraph 15.41 | Transfers |
| Paragraph 15.42 | Waiver |
| Paragraph 15.45 | Record Retention and Inspection-Audit Settlement |
| Paragraph 15.54 | Validity |
| Paragraph 15.64 | Campaign Contribution Prohibition Following Final Decision in Contract Proceeding |
| Paragraph 16.0 | Survival |

17.0 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 The Golf Courses. 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 The Golf Courses 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.

18.0 AUTHORIZATION WARRANTY

The Lessee represents and warrants that the person executing this Agreement for the Lessee is an authorized agent who has actual authority to bind the Lessee to each and every term, condition, and obligation of this Agreement and that all requirements of the Lessee have been fulfilled to provide such actual authority.

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 Parks and Recreation thereof, the month, day, and year first above written.

COUNTY OF LOS ANGELES

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

LESSEE

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Senior Deputy County Counsel



11/30/2023

Legend

El Cariso Golf Course

Assessor Parcels

Exhibit A1- Demise Premises

El Cariso Golf Course

N

500

Feet

Exhibit A1-1

El Cariso Golf Course

Course General Information and Description

13100 Eldridge Avenue, Sylmar, CA 91342

Executive 18-hole golf course featuring tree lined fairways, level terrain, lakes and mountain views. Opened in 1977 (90 acres, 70 acres - maintainable). Amenities include coffee shop and lounge, small banquet room, night lighted driving range, cart storage facility, practice pitching area, practice putting greens and pro shop.

TEES:

Blue: Par 62, 4,604 yards

White: Par 62, 4,132 yards

Red: Par 62, 3,567 yards

Orange: Par 62, 2738 yards

- 18-Hole Facility
- Small Banquet/Meeting Room
- Clubhouse: 2 stories
- Coffee Shop and Lounge – Approximately 1,500 square feet
- Night Lighted Driving Range: Mat hitting stations
- Golf Carts (60) – Golf Cart Storage Area, approximately 1,200 square feet
- Golf Lessons
- Pro Shop: Attached to clubhouse
- Three Practice Putting Greens
- One Nursey green, next to the 10th tee
- Junior Golf Program
- Number of bunkers: 37 - 40
- Type of grass by area – Greens - Poa, Tees & Fairways - Bermuda and Kikuyu and a mixture of several grasses including bent grass.
- Soil mixture: Clay and Sand
- Irrigation type: Toro (New Irrigation System Installed 1991)
- Water: Potable Water, Utility Company – DWP, LA County currently pays for water, no separate meter for golf course
- HVAC: Central

Exhibit A1-1

Course Description

Maintenance Yard

- Maintenance Building (Wood Frame/Stucco) – Heated area 4,133 square feet
- Maintenance Office – 150 square feet
- Lunchroom – 200 square feet
- Lockers and Washrooms - 250 square feet
- Maintenance yard – Shared with park operator

Two On Course Restrooms

Parking Lot

- Two Parking Lots
- North Parking Lot – Park Maintains
- South Parking Lot – Golf Course Maintains

Organized Clubs

- Men's Club
- Senior Club
- Ladies Club

Coffee Shop/Lounge Area

- Equipment and furniture – County Property

Outside

- Bag racks – County property
- Trash Cans – County Property

Range

- Mats (22-25) and range balls – County Property
- New Ball Dispenser - County Property
- Netting and structure – County Property

Pro shop

- Safe – County Property
- POS – County Property
- Merchandise – County Property

Pro Shop Back Office (1) Plus Storage Room

- Phones – County Property
- Main Camera System – Leased

Kitchen

- Walk-ins – County property
- Kitchen equipment – all unattached – County Property
- Dishwasher – EcoLab, leased
- Stainless sinks – multiple – County Property
- Other attached stainless storage & tables – County Property
- Ice machine – County Property

Patio Area

- Patio tables and furniture – County Property

EXHIBIT A1-2



LOS ANGELES COUNTY
DEPARTMENT OF PARKS AND RECREATION
GOLF OPERATIONS
Specific Maintenance Requirements
El Cariso Golf Course



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.

1. The area to be maintained shall include the 18-hole executive golf course, the driving range, golf course maintenance yard area, maintenance yard storage containers, miscellaneous structures, landscaped areas and slope areas, within the El Cariso County Golf Course boundaries as shown on Exhibit A1 and in accordance with the specifications heretofore provided in Exhibit A1-2.
2. It shall be the Lessee's responsibility to maintain and/or repair all buildings, structures and paved areas within the golf course property including but not limited to the: food service facilities; pro shop; cart storage buildings; restrooms; underpasses and accessory structures; cart paths; sidewalks; fences and drainage structures; designated parking areas; maintenance yard service road; egress/ingress points from the golf course to adjoining public streets.
3. **Drainage**
Lessee shall maintain and keep in good repair the major storm drain, all drainage swales and structures that traverse the golf course. All surface drains and swales shall be kept clear of debris so that water will have unimpeded passage to their outlets. All inlets to sub-drains shall be kept clear of turf, plant material, leaves, paper and other debris to insure unimpeded passage of water.
4. **Parkway Maintenance**
Lessee shall maintain all parkway areas between the golf course fence lines and the street curb lines along Eldridge Street.

EXHIBIT A1-2

5. Fence lines

Lessee shall maintain, replace, and repair the golf course fence lines within and around the golf course including but not limited to, those golf course fences designed to control the flight of the golf balls; those golf course fences separating the demised premises from adjacent public and/or private property, structures, and public streets.



6. Lake Maintenance

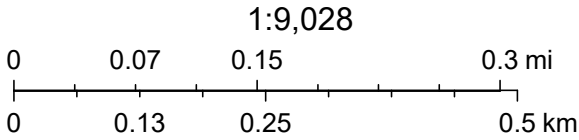
- 6.1 Lessee shall be responsible for the maintenance of the lake located on the demised premises. Lessee shall maintain the lake water quality, water delivery system, filter equipment, pumps, lake liners, lake aeration equipment, and any appurtenant equipment thereto. The lake shall be kept free of algae and aquatic weeds. The growth of undesirable aquatic growth shall be controlled, minimized and/or eliminated to the extent approved by the Director. Lessee shall keep the shoreline mowed to the water line. Lessee shall keep the water and shorelines free of litter and debris.
- 6.2 Lessee shall provide for any chemical application for the removal and/or control of algae, aquatic weeds, and/or tules, and in doing so shall be in compliance with all Federal, State, and local laws and regulations applicable thereto, including those rules and regulations imposed by the County Agricultural Commissioner. Lessee shall monitor the existence (if any) of any excessive waterfowl which can cause problems with water quality of the lakes. If necessary, the Lessee will provide for a non-harmful trapping of such waterfowl and release such waterfowl in a designated release location. Lessee, when feasible, shall allow submerged aquatic growth to remain untreated in order to support an environment for fish, and provide nutrient control. Lessee shall harvest unwanted aquatic growth with the use of mechanical harvesting equipment, or at its option, hand-type equipment.

Exhibit A2 Demise Premises - Lakewood Country Club and Tennis Center



11/30/2023, 8:14:21 AM

-  DPR Park Facilities View - County Parks (Outline)
-  2021 Supervisorial Districts (Black)



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Exhibit A2-1
Course General Information and Description
Lakewood Country Club and Tennis Center
3101 E. Carson Street, Lakewood, CA 90712

Lakewood Golf Course is an 18-hole Regulation length course featuring 11 acres of lakes. The clubhouse, driving range and cart storage facility have been recently renovated. Lakewood is the home of the original "Long Beach Open." The facility occupies 176 acres and opened in the mid 1930's.

TEES:

Blue: Par 72, 6,727 yards
White: Par 72, 6,407 yards
Silver: Par 74, 5,923 yards

- 18-Hole Facility
- Banquet Facility: seating capacity 450/approximately 4,740 square feet
- Clubhouse: 13,000 square feet (2 stories)
- Grill and Lounge
- Driving Range: 45 yards by 265 yards, Mat hitting stations, 18 stalls, no lights
- Golf Carts (85)
- Golf Lessons
- Pro Shop: Attached to clubhouse, lower level, 1,350 square feet
- Two Practice Putting Greens
- Practice Chipping Green with Sand Bunker
- Junior Golf Program
- Number of bunkers: 60 - 65
- Type of grass by area - Greens/Poa, Tees & Fairways/ Kikuyu
(mixture of several grasses)
- Soil mixture: Clay and Sand
- Irrigation type: Toro
- Water: reclaimed, Utility Company – City of Long Beach
- HVAC: Central

Exhibit A2-1 Cont'd

Course Specifications

Lakewood Country Club and Tennis Center

Maintenance Yard

- Square Footage of Maintenance Facility – 3,900
- Square Footage of Maintenance yard – 16,000
- Chemical Storage – separate room – Operator
- 1 nursery green, adjacent to the 7th hole
- Lockers- County property (old)

Building Size (Clubhouse) - Approximate occupancy

- Grill – 1,200 SF, Occupancy 50
- Private Event Space (3 rooms) – 7,900 SF, Occupancy 550
- Banquet outdoor patio – 1,000SF, under 40 occupancy
- Offices

Snack Bar (300 SF)/On Course Restroom

- 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 – 1500 (Approximate)
- Double row, greens only
- In/out on Greens- Both
- Control - Toro
- Software – SitePro
- Irrigation system 25+ years old – all controller/stations working

Parking Lot

- Parking Lot (North) – 6 ADA Compliant Stall – 250 Regular Stalls – 260 total
- Parking Lot (South)
- Lights

Organized Clubs

- Men's Club – 1 Sunday/month
- Senior Club – 2 Mondays/month
- Ladies Club – Every Thursday

Grill/Lounge Area

- Equipment and furniture – Operator Property

Snack Bar

- Soda Fountains
- Reach-in/Drink Coolers – Operator property
- All sinks & bar County property

Outside

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

Range

- Mats (18) and range balls – Operator property
- Netting and structure – County property

Pro shop

- Safe – Operator Property
- POS – Operator property
- Merchandise – Operator Property

Pro Shop Back Offices (2)

- Phones – Operator property
- Main Camera System – ADT, Lease
- Air compressor – Operator property

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 – Owner property
- Ice machine – Operator property
- Steam table – County property

Clubhouse Offices and Bridal Suite (2nd floor)

- Furniture and desks – Operator property

Clubhouse Basement

- Patio tables and furniture – Operator property

Tennis Building and Facility

- 14 Tennis Courts
- Parking lot – 40 stalls, 2 ADA stalls

EXHIBIT A2-2



LOS ANGELES COUNTY
DEPARTMENT OF PARKS AND RECREATION
GOLF OPERATIONS



Specific Maintenance Requirements

**Lakewood Country Club and Tennis Center
Golf Course**

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.

1. The area to be maintained shall include the 18-hole regulation golf course, the driving range, golf course maintenance yard area, maintenance yard storage containers, miscellaneous structures, landscaped areas and slope areas, within the Lakewood Country Club and Tennis Center County Golf Course boundaries as shown on Exhibit A2 and in accordance with the specifications heretofore provided in Exhibit A2-2.
2. It shall be the Lessee's responsibility to maintain and/or repair all buildings, structures and paved areas within the golf course property including but not limited to the: food service facilities; pro shop; cart storage buildings; restrooms; underpasses and accessory structures; cart paths; sidewalks; fences and drainage structures; designated parking areas; maintenance yard service road; egress/ingress points from the golf course to adjoining public streets.
3. **Drainage**
Lessee shall maintain and keep in good repair the major storm drain, all drainage swales and structures that traverse the golf course. All surface drains and swales shall be kept clear of debris so that water will have unimpeded passage to their outlets. All inlets to sub-drains shall be kept clear of turf, plant material, leaves, paper and other debris to insure unimpeded passage of water.
4. **Parkway Maintenance**
Lessee shall maintain all turf and landscaping in the parkway areas adjacent to the demised premises, particularly those areas between the golf course fencelines and the public street curb lines along Carson Street, Lakewood Drive, Harvey Way, Parkview Drive, Country Club Drive and Paramount Boulevard at Cover Street. Lessee shall not be responsible for maintaining or repairing sidewalk, curbs, gutters and streets adjacent to the demised premises.

EXHIBIT A2-2

5. Fence lines

Lessee shall maintain, replace, and repair the golf course fence lines within and around the golf course including but not limited to, those golf course fences designed to control the flight of the golf balls; those golf course fences separating the demised premises from adjacent public and/or private property, structures, and public streets, and the adjacent business park property south of Carson Street. Lessee shall not be responsible for maintaining or repairing the private property, residential fences along the side or near property lines of any private residences adjacent to the demised premises.

6. Lake Maintenance

- 6.1 Lessee shall be responsible for the maintenance of the lake located on the demised premises. Lessee shall maintain the lake water quality, water delivery system, filter equipment, pumps, lake liners, lake aeration equipment, and any appurtenant equipment thereto. The lake shall be kept free of algae and aquatic weeds. The growth of undesirable aquatic growth shall be controlled, minimized and/or eliminated to the extent approved by the Director. Lessee shall keep the shoreline mowed to the water line. Lessee shall keep the water and shorelines free of litter and debris.
- 6.2 Lessee shall provide for any chemical application for the removal and/or control of algae, aquatic weeds, and/or tules, and in doing so shall be in compliance with all Federal, State, and local laws and regulations applicable thereto, including those rules and regulations imposed by the County Agricultural Commissioner. Lessee shall monitor the existence (if any) of any excessive waterfowl which can cause problems with water quality of the lakes. If necessary, the Lessee will provide for a non-harmful trapping of such waterfowl and release such waterfowl in a designated release location. Lessee, when feasible, shall allow submerged aquatic growth to remain untreated in order to support an environment for fish, and provide nutrient control. Lessee shall harvest unwanted aquatic growth with the use of mechanical harvesting equipment, or at its option, hand-type equipment.

7. Tennis Center Maintenance

Lessee shall be responsible for the maintenance of the Tennis Center complex including the parking lot, building, bleachers, all courts, nets, lights, perimeter fencing, and landscaped areas. The tennis court lights, windscreens, and all other features that are necessary to operate the Tennis Center shall be maintained in full operating conditions at all time. Any wear and tear conditions to the Tennis Center shall be Lessee responsibility to repair or replace.

Exhibit A3 Demised Premises Victoria Golf Course



8/8/2024, 11:51:00 AM

DPR Parks (Points)



Golf



South

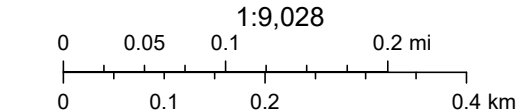
LA County Proposed Trail

DPW Existing Bikeways

Bike Path

DPR Park Facilities View - County Parks (Outline)

2021 Supervisorial Districts (Black)



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Exhibit A3-1
Course General Information and Description
Victoria Golf Course

340 E. 192nd Street, Carson, CA 90746

Formerly home to the Ben K. Kazarian Landfill, the Victoria Golf Course (VGC) has been operating as an 18-hole championship golf course since 1966. The VGC features level terrain, wide fairways and challenging layout. The Amenities include coffee shop and community room, night lighted driving range, cart storage facility, practice pitching area, practice putting greens and pro shop. The total area covered by the VGC is approximately 172 acres.

Tees:

Blue: Par 72, 6,804 yards

White: Par 72, 6,360 yards

Gold: Par 72, 5,804 yards

- 18-Hole Facility
- Coffee Shop: approximately 1,700 square feet
- Cart Storage: approximately 4,500 square feet (2 stories)
- Driving Range: 40 hitting stations, night lights
- Golf Carts (60)
- Golf Lessons
- Pro Shop: approximately 1,450 square feet
- Practice Putting Greens
- Practice Chipping Green with Bunker
- Maintenance building: approximately 2,025 square feet
- Maintenance service yard: approximately 8,500 square feet
- Junior Golf Program
- Course yardage markers
- Number of bunkers: 60 - 65
- Type of grass by area - Greens/Poa, Tees & Fairways/ Kikuyu (mixture of several grasses)
- Soil mixture: Clay and Sand
- Irrigation type: Toro
- Water: West Basin Utility Company –
- HVAC: Central

Exhibit A3-1

Course Specifications

VICTORIA GOLF COURSE

Maintenance Yard

- Square Footage of Maintenance Facility – 2,025
- Square Footage of Maintenance yard – 8,500
- Chemical Storage – separate room
- Lockers

Cart Storage

- Approximately 4,500 SF, 60 cart storage

Coffee Shop

- Approximately 1,700 SF, Occupancy 25
- Kitchen with amenities

Irrigation System

- # of Sprinkler Heads – 1500 (Approximate)
- Booster pumps
- Quick couplers at greens
- Sprinkler Heads - Hunter and Rain Bird
- Galvanized Irrigation lateral lines

Parking Lot

- Parking Lot – 6 ADA Stall – & Regular Stalls – 130

Range

- Mats- 40 and range balls
- Netting and structure

Pro shop

- 1,450 SF – connected to the cart storage facility

Organized Clubs

- Men's Club
- Senior Men's Club
- Women's Club

Turf Type

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

EXHIBIT A3-2



LOS ANGELES COUNTY
DEPARTMENT OF PARKS AND RECREATION
GOLF OPERATIONS
Specific Maintenance Requirements
Victoria Golf Course



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.

1. The area to be maintained shall include the 18-hole regulation golf course, the night lighted driving range, golf course maintenance yard area, maintenance yard storage containers, miscellaneous structures, landscaped areas and slope areas, within the Victoria County Golf Course boundaries as shown on Exhibit A3 and in accordance with the specifications heretofore provided in Exhibit A3-2.
2. It shall be the Lessee's responsibility to maintain and/or repair all buildings, structures and paved areas within the golf course property including but not limited to the: food service facilities; pro shop; cart storage buildings; restrooms; underpasses and accessory structures; cart paths; sidewalks; fences and drainage structures; designated parking areas; maintenance yard service road; egress/ingress points from the golf course to adjoining public streets.
3. **Drainage**
Lessee shall maintain and keep in good repair the major storm drain, all drainage swales and structures that traverse the golf course. All surface drains and swales shall be kept clear of debris so that water will have unimpeded passage to their outlets. All inlets to sub-drains shall be kept clear of turf, plant material, leaves, paper and other debris to insure unimpeded passage of water. Lessee shall maintain free of vegetation an area eight (8) feet from the center line, on each side of the Dominguez Channel which traverses the golf course
4. **Parkway Maintenance**
Lessee shall maintain all parkway areas between the golf course property as shown on Exhibit A3, and the curb line along 192nd street. Also Lessee shall maintain the slopes from the golf course fence to five (5) feet from the curb line along Avalon Boulevard from 192nd Street to Del Amo Boulevard.

EXHIBIT A3-2

5. Fence lines

Lessee shall maintain, replace, and repair the golf course fence lines within and around the golf course including but not limited to, those golf course fences designed to control the flight of the golf balls; those golf course fences separating the demised premises from adjacent public and/or private property, structures, and public streets.

- 5.1** Lessee shall not plant or maintain any tall trees along the 1, 10, 16, 17, and 18 fairways and adjacent to the driving range as these area are within the landing patten of the Goodyear Blimp and must be kept clear of tall obstacies.

APPENDIX B

Golf Operations Manual

(Available upon request)



Exhibit C

County of Los Angeles
Department of Parks and Recreation
Golf Course Green Fees Allowable Rates
Effective February 1, 2024

| | Current Allowable Max Rate - \$48.50 | | | | New Allowable Max Rate - \$51.25 | | | |
|--------------------|--------------------------------------|---------|-------------------|-------------|----------------------------------|---------|-------------------|-------------|
| 18-Hole Regulation | Current Max Rate | | | | New Max Rate | | | |
| | Mon-Thurs | Friday | Weekends/Holidays | Senior Rate | Mon-Thurs | Friday | Weekends/Holidays | Senior Rate |
| Alondra | \$40.00 | \$42.00 | \$48.25 | \$22.00 | \$41.50 | \$43.50 | \$50.00 | \$22.75 |
| Diamond Bar | \$42.00 | \$44.00 | \$48.50 | \$22.50 | \$43.50 | \$45.75 | \$50.50 | \$23.25 |
| Knollwood | \$39.00 | \$41.00 | \$48.50 | \$22.50 | \$40.50 | \$42.50 | \$50.50 | \$23.25 |
| Lakewood | \$42.00 | \$44.00 | \$48.50 | \$22.50 | \$43.50 | \$45.75 | \$50.50 | \$23.25 |
| La Mirada | \$42.00 | \$44.00 | \$48.50 | \$22.50 | \$43.50 | \$45.75 | \$50.50 | \$23.25 |
| Los Amigos | \$38.00 | \$39.00 | \$48.00 | \$22.00 | \$39.50 | \$40.50 | \$50.00 | \$23.25 |
| Los Verdes | \$44.00 | \$47.00 | \$48.50 | \$22.50 | \$45.75 | \$48.75 | \$50.50 | \$23.25 |
| Marshall Canyon | \$37.50 | \$37.50 | \$46.75 | \$18.25 | \$39.00 | \$40.50 | \$48.50 | \$19.00 |
| Mountain Meadows | \$42.00 | \$44.00 | \$48.50 | \$22.50 | \$43.50 | \$45.75 | \$50.50 | \$23.25 |
| Santa Anita | \$38.00 | \$39.00 | \$48.00 | \$22.00 | \$39.50 | \$40.50 | \$50.00 | \$23.25 |
| Victoria | \$30.00 | \$31.00 | \$35.00 | \$17.50 | \$30.00 | \$31.00 | \$35.00 | \$17.50 |
| Chester Washington | \$39.00 | \$42.00 | \$48.50 | \$22.50 | \$40.50 | \$43.50 | \$50.50 | \$23.25 |
| Whittier Narrows | \$39.00 | \$42.00 | \$48.50 | \$22.50 | \$40.50 | \$43.50 | \$50.50 | \$23.25 |

| Short Courses | Current Max Rate | | | | New Max Rate | | | |
|------------------|------------------|---------|-------------------|-------------|--------------|---------|-------------------|-------------|
| | Mon-Thurs | Friday | Weekends/Holidays | Senior Rate | Mon-Thurs | Friday | Weekends/Holidays | Senior Rate |
| El Cariso | \$28.00 | \$29.00 | \$38.00 | \$16.25 | \$29.00 | \$30.00 | \$39.50 | \$16.75 |
| Altadena | \$22.00 | \$22.00 | \$26.00 | \$15.00 | \$22.75 | \$22.75 | \$27.00 | \$15.50 |
| Eaton Canyon | \$22.00 | \$22.00 | \$26.00 | \$15.00 | \$22.75 | \$22.75 | \$27.00 | \$15.50 |
| Whittier Narrows | \$23.00 | \$22.00 | \$26.00 | \$14.25 | \$23.75 | \$23.75 | \$27.00 | \$14.75 |
| Alondra Par-3 | \$16.50 | \$17.50 | \$17.50 | \$9.25 | \$17.00 | \$18.00 | \$18.00 | \$9.50 |
| Maggie Hathaway | \$8.00 | \$8.00 | \$9.25 | \$4.75 | \$8.25 | \$8.25 | \$9.50 | \$5.00 |
| Don Knabe | \$8.00 | \$8.00 | \$9.25 | \$4.75 | \$8.25 | \$8.25 | \$9.50 | \$5.00 |

| Rate Category | Current Max Rate | | New Max Rate | |
|---------------------------|------------------|----------|--------------|----------|
| | Min Rate | Max Rate | Min Rate | Max Rate |
| 18-Hole Regulation Course | | | | |
| Adult | \$13.25 | \$48.50 | \$14.00 | \$51.25 |
| 18-Hole Executive Course | | | | |
| Adult | \$11.75 | \$39.25 | \$11.75 | \$41.25 |
| 9-Hole Regulation Course | | | | |
| Adult | \$7.50 | \$26.00 | \$7.50 | \$27.25 |



Los Angeles County Department of Parks and Recreation
PROPOSED GOLF COURSE GREEN FEE RATES



Exhibit C

Regulation 18 Holes

| Approved Range w/GCIF | | |
|-----------------------|---------|---------|
| | Min | Max |
| Adult | \$13.25 | \$48.25 |
| Senior | 13..25 | \$22.50 |
| Junior | \$0.00 | \$8.00 |

GOLF COURSE: _____

SUBMITTED BY: _____

PROPOSED RATES INCLUDING GCIF

| | <u>G.C.I.F</u> | <u>Mon - Thurs</u> | | <u>Friday</u> | | <u>Sat/Sun/Holiday</u> | |
|--|----------------|--------------------|-----|---------------|-----|------------------------|-----|
| | | Min | Max | Min | Max | Min | Max |
| Weekdays - Regulation 18 Holes | \$1.50 | | | | | | |
| 9 Holes | .75 | | | | | | |
| Twilight | .75 | | | | | | |
| Super Twilight | .75 | | | | | | |
| Senior Citizen | .75 | | | | | | |
| Junior | | | | | | | |
| Senior Citizen (9 Holes) | .75 | | | | | | |
| Senior Citizen (After 12:00 pm) | .75 | | | | | | |
| Junior (9 Holes) | | | | | | | |
| Shotgun per player (WD) | 1.50 | | | | | | |
| Weekends & Holidays - Regulation 18 Holes | \$1.50 | | | | | | |
| 9 Holes | .75 | | | | | | |
| Twilight | .75 | | | | | | |
| Super Twilight | .75 | | | | | | |
| Junior | | | | | | | |
| Junior (9 holes) | | | | | | | |
| Shotgun per player (WE) | 1.50 | | | | | | |



Tournament Registration Fees

| | | |
|--|------------------------------|-----------------------------|
| Regulation 18 Hole | \$8.50 per player - weekend | \$3.00 per player - weekday |
| Regulation 18 Hole | \$12.00 9:00 am start - wknd | \$6.00 7:00 am start - wkdy |
| 9 Holes | \$4.25 per player - weekend | \$1.50 per player - weekday |
| Regulation 9 Hole | | |
| Altadena, Eaton Canyon & WN (MTN) | \$1.00 per player - weekend | \$0.00 per player - weekday |
| 18 Holes | \$2.00 per player - weekend | \$0.00 per player - weekday |
| Executive (El Cariso) | \$5.00 per player - weekend | \$3.00 per player - weekday |
| 3 Par, 18 Hole (Alondra) | \$4.25 per player - weekend | \$2.00 per player - weekday |

Exclusive Use Tournaments (conducted only on weekdays, and solely for charitable groups): \$10,000 per day

League Fees: Current Twilight rate plus \$1.00 per person (excluding Weekends and Holidays)

Senior Citizen Discount Cards: 28.00 Available annually for persons 65 or older

Holidays: New Year's Day; Martin Luther King Jr. Day; Presidents' Day; Memorial Day; Independence Day

Labor Day; Veterans Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Day

Note: If the Holiday falls on a Saturday, the observed date shall be the preceding Friday.

If the Holiday falls on a Sunday, the observed date shall be the following Monday.

| <u>Rates Effective For</u> | <u>Twilight</u> | <u>Super Twilight</u> | | <u>Changes on</u> |
|----------------------------|-----------------|-----------------------|---------|---|
| Standard Blue | 12:30 PM | 2:30 PM | 3:00 PM | 1st Sunday in November to December 31 |
| Standard Time | 1:00 PM | 3:00 PM | 3:30 PM | January 1 to Second Saturday in March |
| Daylight Savings | 3:00 PM | 4:30 PM | 6:00 PM | Second Sunday in March to August 31 |
| Daylight Savings | 2:00 PM | 4:00 PM | 4:30 PM | September 1 to First Saturday in November |



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.

COUNTY'S ADMINISTRATION

County's Program Director:

Name: Ruben Lopez, Chief of Contracts
Address: 1000 South Fremont Avenue
Building A9 West
Alhambra, CA 91803
Telephone: (626) 588-5300
Email address: rlopez@parks.lacounty.gov

County's Contract Analyst:

Name: Brenda Tovar, Contracts
Address: 1000 South Fremont Avenue
Building A9 West
Alhambra, CA 91803
Telephone: (626) 588-5272
Email address: btovar@parks.lacounty.gov

County's Project Manager:

Name: Gor Grigoryan, Golf Division
Address: 301 N. Baldwin Ave
Arcadia CA 91007
Telephone: (626) 821-4646
Email address: ggrigoryan@parks.lacounty.gov

LESSEE'S ADMINISTRATION
American Golf of Glendale

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Email address: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
Email address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

Exhibit I

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]

Exhibit J

PERFORMANCE REQUIREMENTS SUMMARY

| Required Service | Performance Indicator | Standard | Typical Method of Surveillance | Penalty |
|--|-----------------------|---|--------------------------------------|--|
| Days and Hours of Operation | Monitor | The lessee must keep the starter's office open daily, including Sundays and Holidays. The minimum hours of operation shall be half (½) hour before sunrise to sunset on weekdays, weekends, and holidays. | Random Inspections | Notice to Cure; Liquidated damages at \$250/day |
| Golf Course Advertising | Monitor | Advertisements outside of the Lessee's scope of services and products offered at The Golf Courses are prohibited. | Random Inspections | Notice to Cure; Liquidated damages at \$250/day |
| General Maintenance | Monitor | The Lessee must, at its sole cost, keep and maintain the demised premises and all structures, improvements, fixtures, trade fixtures, equipment and utility systems. | Random Inspections | Notice to Cure; Liquidated damages at \$250/day |
| Notice of Non-Performance | Monitor | The Lessee will 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. | Random Inspections | Notice to Cure; Liquidated damages at \$250/day |
| Consideration Monthly rent payment | Monthly invoice | Rent payment will be submitted to County by the 30 th calendar day of the following month of service. | Review | A late payment charge of 2% compounded and a \$100 service fee charge for returned checks. |
| Account Records | Monitor | The annual profit and loss statement must 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; penalty charge of \$250/day |
| Required Capital Improvement Program | Review | Lessee must submit its proposed CIP Project List to the Director prior to the end of the first Agreement Year, and thereafter on an annual basis. | Receipt of CIP Project List | Notice to Cure; penalty charge of \$250/day |
| Department's Fee Review Process | Monitor/Review | In no instance should the Lessee post or charge green fees higher or lower than the rates approved or prescribed by the Director. | Notifications | Notice to Cure; penalty charge of \$250/day |
| Habitation | Habitation | the Demised Premises will not be used for human habitation other than as specified. | Random Inspections | Notice to Cure; penalty charge of \$250/day |
| Community Benefit and Diversity Initiatives | Monitor | The Lessee must host, at no charge to the community or to the Department, at minimum two (2) non-golf-based community events per year, per course. | Review | Notice to Cure; Liquidated damages at \$250/day |
| Complaints | Monitor | Within ten (10) business days after the effective date of the Agreement, Lessee must provide the Director with a policy for receiving, investigating and responding to user complaints. | Review | Notice to Cure; Liquidated damages at \$250/day |

Exhibit J

PERFORMANCE REQUIREMENTS SUMMARY

| Required Service | Performance Indicator | Standard | Typical Method of Surveillance | Penalty |
|--|-----------------------|---|--------------------------------|---|
| Lessee Non-Compliance and Liquidated Damages | Monitor | Lessee fails to correct deficiencies within the prescribed time frames. | Notifications | Notice to Cure; Liquidated damages at \$250/day |
| Events of Default | Monitor | Lessee fails to correct deficiencies within the prescribed time frames. | Notifications | Notice to Cure; Liquidated damages at \$250/day |
| Failure to Maintain Insurance | Review | Lessee failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach. | Notifications | Notice to Cure; Liquidated damages at \$250/day |
| Insurance Coverage | Review | Renewal Certificates must be provided to County not less than ten (10) days prior to Lessee's policy expiration dates. | Notifications | Notice to Cure; Liquidated damages at \$250/day |
| Sublease | Review | Lessee will not, without the prior written consent of the Director, sublease any portion of the Demised Premises, or sublease any of the operations or activities authorized or required by this Agreement. | Notifications | Notice to Cure; Liquidated damages at \$250/day |
| Transfers | Monitor | Lessee will not assign its rights, delegate its duties, sublease, hypothecate, or mortgage this Agreement | Notifications | Notice to Cure; Liquidated damages at \$250/day |
| Damage to County Facilities, Buildings or Grounds | Monitor | Such repairs must be made immediately after the Lessee has become aware of such damage, but in no event later than thirty (30) days after the occurrence. | Notifications | Notice to Cure; Liquidated damages at \$250/day |

Exhibit K

3.115 - County of Los Angeles Vending Machine Nutrition Policy

Effective Date: 08/08/06

PURPOSE

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

REFERENCE

August 8, 2006, Board Order 25

February 17, 2009, Board Order 6

August 18, 2009, Board Order 2

POLICY

This policy would affect County-contracted vending machine suppliers by requiring them to change the products they offer to meet County of Los Angeles Vending Machine Nutrition Policy guidelines in all County facilities and offices, except where exempted by the Board of Supervisors. This policy as it exists now or may exist in the future will apply to all new vending machine agreements as well as any new amendments to existing vending contracts. It is anticipated that County employees who purchase items from vending machines, will be positively impacted by the policy by having a broad range of healthier foods and beverages from which to choose. County of Los Angeles Vending Machine Nutrition Policy guidelines are listed below. A list of examples of foods and beverages that comply with these guidelines are available upon request from the Department of Public Health (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) ¹
- 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) ²

- 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 ³

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 ⁴

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.

¹ 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.

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

³ 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.

⁴ 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 |

Exhibit L

OAK TREE MANAGEMENT & MAINTENANCE REQUIREMENTS

The following management and maintenance requirements apply to all oak trees within the maintained areas unless otherwise noted:

1. The Contractor shall arrange for an International Society of Arboriculture (ISA) certified arborist to conduct inspections of all specimen trees within the maintained areas of the zone(s) and to compile a report to be submitted to the Administrator of Special Districts. The certified arborist's report is due twice a year in the April-May and September-October time periods. The arborist's report should at minimum include:
 - a. Observations on the conditions of the trees
 - b. Recommendations for remedy and daily care
 - c. Long term maintenance criterion
2. Pruning shall be limited to the removal of deadwood and stubs and medium pruning of branches two inches in diameter or less in accordance with the guidelines published by the National Arborist Association and the County's Oak Tree Ordinance. Pruning shall also be as needed to correct any hazardous structure, and reduce weight at ends of overly long branches to balance overall tree growth and direct growth in a manner and condition appropriate for the tree.
3. Watering needs shall be based on site conditions, weather patterns, moisture sensor readings and probing of the tree root ball.
4. Water basins shall be maintained intact to keep water from ponding adjacent to tree trunks. Berms shall be kept six to eight inches (6" to 8") in height. Maintenance of water basins shall include weed removal and replenishment of coarse mulch at a consistent three inch (3") depth, as needed.
5. Guy wires shall be checked during maintenance to ensure proper anchoring and tension in order to provide tree support during windy conditions.
6. Tree basins shall be checked for standing water and pumped out, as necessary.

7. Apply the product IRONITE in April, per manufacturer's label directions. Water immediately following the application.

NOTE: All oak trees within the maintenance areas shall be maintained in accordance with the Los Angeles County Oak Tree Ordinance, as applicable.



ENVIRONMENTAL REVIEW OAK TREE ORDINANCE

The Los Angeles County Oak Tree Ordinance has been established to recognize oak trees as significant historical, aesthetic, and ecological resources. The goal of the ordinance is to create favorable conditions for the preservation and propagation of this unique and threatened plant heritage. By making this part of the development process, healthy oak trees will be preserved and maintained. The Los Angeles County Oak Tree Ordinance applies to all unincorporated areas of the County. Individual cities may have adopted the county ordinance or their own ordinance which may be more stringent.

PERMIT REQUIREMENTS:

Under the Los Angeles County Ordinance, a person shall not cut, destroy, remove, relocate, inflict damage, or encroach into the protected zone of any tree of the oak tree genus, which is eight inches (8") or more in diameter four and one-half feet (4½') above mean natural grade or in the case of oaks with multiple trunks combined diameter of twelve inches (12") or more of the two (2) largest trunks, without first obtaining a permit.

TYPES OF OAKS COMMONLY FOUND IN LOS ANGELES COUNTY

Many kinds of oak trees are native to Los Angeles County. All oak species are covered by the oak tree ordinance. Older oak trees that have thrived under natural rainfall patterns of dry summers and wet winters often cannot tolerate the extra water of a garden setting. These trees must be treated with special care if they are to survive. Oaks that have been planted into the landscape or have sprouted as volunteers tend to be more tolerant of watered landscapes. While these vigorous young trees may grow one and a half to four feet (1½' to 4') a year in height under the best conditions, they are not as long-lived as indigenous oaks.

OTHER COMMON OAKS:

Quercus Kelloggii California Black Oak

Quercus Chrysolepis Canyon Live Oak

Quercus Dumosa California Scrub Oak

Quercus Agrifolia Coast Live Oak

Large evergreen tree with a broad round shape and large limbs growing thirty to seventy feet (30'-70') high and thirty-five to eighty feet (35'-80') wide. Leaves are deep glossy green, 1"-3" long, spiny and holly-like with distinctly cupped or curled leaf edges. This is the most common oak seen around southern California's foothill communities.

Quercus Engelmannii Mesa Oak

Mesa oaks are indigenous to the foothills of the Sierra Madres. They grow forty to fifty feet (40' to 50') high with semi-evergreen, dense, wide-spreading canopy. Leaves are thick, deep blue-green in color; varying form and size.

Quercus Lobata Valley Oak

Large deciduous tree sixty to seventy-five feet (60'-75') high, broadly spreading fifty to eighty feet (50'-80') wide. Leaves are deep green three to four inches (3"-4") long, paper-like texture with deep rounded lobes on the leaf edge. Tends to favor valley bottoms; for this reason the valley oak has disappeared from the landscape rapidly, impacted severely by agriculture and development.

ENVIRONMENTAL REVIEW OAK TREE CARE AND MAINTENANCE



This Oak Tree Care and Maintenance Guide offers basic information and practical guidelines aimed at the preservation and continued health and survival of oak trees in the residential landscape. Increasing pressure for development is changing the oak woodland of Los Angeles County. Heritage oaks which once survived in open rolling hills are now being preserved or replanted and incorporated into the community. How do we protect these trees during the planning and development process, and ensure their survival once they are in the home garden? The Oak Tree Oak Trees in the residential landscape often suffer decline and early death due to conditions that are easily preventable. Damage can often take years to become evident, and by the time the trees show obvious signs of disease it is usually too late to help. Improper watering, especially during the hot summer months, and disturbance to critical root areas are most often the causes. This booklet will provide guidelines on where these critical areas lie and ways to avoid disturbing them, as well as information on long-term care and maintenance of both natural and planted oaks. Lists of additional resources for more information and demonstration areas to visit are also included.

The Los Angeles County Oak Tree Ordinance has been established to recognize oak trees as significant historical, aesthetic, and ecological resources. The goal of the ordinance is to create favorable conditions for the preservation and propagation of this unique and threatened plant heritage. By making this part of the development process, healthy oak trees will be preserved and maintained. The Los Angeles County Oak Tree Ordinance applies to all unincorporated areas of the County. Individual cities may have their own ordinances, and their requirements may be different.

Permit Requirements: Under the Los Angeles County Ordinance, a person shall not cut, destroy, remove, relocate, inflict damage, or encroach into the protected zone of any ordinance sized tree of the oak tree genus without first obtaining a permit. Damage includes but is not limited to :

- Burning
- Application of toxic substances
- Pruning or cutting
- Trenching
- Excavating

- Paving
- Operation of machinery or equipment
- Changing the natural grade
- Chapter 22.56.2050: Oak Tree Permit Regulations
Los Angeles County
Adopted: August 20, 1982
Amended: September 13, 1988.

For more information about the County Oak Tree Ordinance, visit the Forestry Division's website at: <http://lacofd.org/Forestry.asp> or contact:

Department of Regional Planning
320 W. Temple Street, 13th floor
Los Angeles, CA 90012-3284
(213) 974-6411
TDD: (213) 617-2292
<http://planning.co.la.ca.us>

Types of Oaks Commonly Found in Los Angeles County:

Many kinds of oak trees are native to Los Angeles County. A few of the more common ones are shown below, but all oak trees are covered by the Oak Tree Ordinance. Older oaks which have thrived under the natural rainfall patterns of dry summers and wet winters often can't handle the extra water of a garden setting. These trees must be treated with special care if they are to survive. Those oaks that have been planted into the landscape or sprouted naturally tend to be more tolerant of watered landscapes. These vigorous young trees may grow one and a half to four feet (1½' to 4') a year in height under good conditions. Once established these trees would benefit from the same special care outlined in this guide.

THE PROTECTED ZONE

The protected zone defines the area most critical to the health and continued survival of an oak tree. Oaks are easily damaged and very sensitive to disturbances that occur to the tree or in the surrounding environment. The root system is extensive but surprisingly shallow, sometimes radiating out as much as fifty feet (50') beyond the spread of the tree leaves, or canopy. The ground area at the outside edge of the canopy, referred to as the drip line, is especially important: the tree obtains most of its surface water and nutrients here, and conducts an important exchange of air and other gases. The protected zone is defined in the Oak Tree Ordinance as follows: "The Protected Zone shall mean that area within the drip line of an oak tree and extending there from to a point at least five feet (5') outside the drip line or fifteen (15') from the trunk, whichever distance is greater."

CHANGES IN THE GRADE

Any change in the level of soil around an oak tree can have a negative impact. The most critical area lies within six to ten feet (6' to 10') of the trunk: no soil should be added or scraped away. Water should drain away from this area and not be allowed to pond so that soil remains wet at the base. Retaining walls designed to hold back soil above or below an existing tree should be avoided if at all possible, especially within the protected zone. These types of structures cause critical areas at the drip line to be buried, or require that major roots be severed. Water trapped at the base of the tree could lead to root rot or other impacts, and to the decline and premature death of a highly valued landscape tree. Construction activities outside the protected zone can have damaging impacts on existing trees. Underground water sources can be cut off due to falling water tables, or drainage may be disrupted. Trenching or digging of trenches in the root zone should be avoided. Roots may be cut or severely damaged, and the tree can be killed. If

trenches must be placed within the protected zone, utilities can be placed in a conduit, which has been bored through the soil, reducing damage to the roots. Insist that as many utilities as allowed be placed in a single trench, instead of the common practice of digging a separate trench for each individual line. Trenching can also be accomplished using hand tools or small hand held power equipment to avoid cutting roots. Any roots exposed during this work should be covered with wet burlap and kept moist until the soil can be replaced. Soil Compaction and Paving The roots depend upon an important exchange of both water and air through the soil within the protected zone. Any kind of activity that compacts the soil in this area blocks this exchange and can have serious long-term negative effects on the tree. If paving material must be used, some recommended surfaces include brick paving with sand joints, or ground coverings such as wood chips (note the advantages of natural materials for providing nutrients under mulching).

CONSTRUCTION ACTIVITY WITHIN THE PROTECTED ZONE

WATERING

The key is prevention – do not over water. Improper watering is often overlooked as the cause of tree death because it can take years for the damage to show. Once the tree shows obvious signs of decline, it is often too late to correct the problem. The seasonal weather pattern for this region is one of dry summers and winter rain. Oak trees are naturally drought tolerant and adapted to this cycle. If the tree is vigorous and thriving it should not require any additional water. If the natural source of surface or underground water has been altered, some supplemental water may be necessary, but proceed with caution. The goal of any watering schedule for oak trees should be to supplement natural rainfall and it should occur only when the tree would normally receive moisture. This might be in the winter, if rains are unusually late, or in spring if rainfall has been below normal levels. Over watering, especially during the summer months, causes a number of problems which can lead to decline and eventual death of the tree. It creates ideal conditions for attacks of Oak Root Fungus by allowing the fungus to breed all year. In addition, both evergreen and deciduous oaks grow vigorously in the spring and naturally go dormant in the summer. Extra water only encourages new tip growth which is subject to mildew. Oaks need this period of rest. Newly planted oaks may need supplemental watering during their first few summers. After they become established water should be applied according to the previous guidelines.

PRUNING

For oak trees the periodic removal of dead wood during periods of tree dormancy should be the only pruning needed. Any cutting of green wood opens scars that could allow the entry of organisms or disease. Before pruning obtain the advice of a certified arborist or other professional and consult the local city or county where the tree is located to find out what regulations apply. Pruning of both live and dead wood can sometimes require a permit.

MULCHING

Leaf litter from the tree is the best mulch and should be allowed to remain on the ground within the protected zone. Crushed walnut shells or wood chips can be used, but the oak leaves that drop naturally provide the tree with a source of nutrients. Avoid the use of packaged or commercial oak leaf mulch which could contain Oak Root Fungus. Redwood chips should not be used due to certain chemicals present in the wood.

MAINTENANCE

Disease and Pests Trees that are stressed, especially because of improper watering practices, are prone to certain diseases and attacks by pests. The most damaging of these diseases is the Oak Root Fungus *Armillaria mellea*. Occurring naturally in the soil, the fungus thrives under wet conditions and dies back in the summer when soils dry out. This is why summer watering of oaks can be a deadly practice. As noted in the watering guidelines, wet soil in the summer allows the fungus to grow all year. As the population grows, their natural food sources are

depleted and they begin feeding on oak tree roots. The fungus does not require an open wound in the tree to gain entry. Indications of the fungus include:

- die back of branches or tips.
- honey colored fungus at or near the root crown.
- white fan-like fungus between wood and bark.
- the presence of black, shoestring-like growths in the soil.

Once the tree begins to show obvious signs of infection treatment is generally ineffective. The best treatment is to avoid the conditions that lead to Oak Root Fungus infections. Pit Scale, Oak Moth, and other pests: any significant changes in leaf color, branch die back, presence of black sooty materials on leaves or other changes should be noted. Seek the advice of a professional forester, arborist, farm advisor or other expert before the application of any pesticides on an oak tree.

PLANTING UNDERNEATH OAKS

The natural leaf litter is by far the best ground cover within the protected zone. If plants must be placed, the following guidelines should be followed: There should be no planting within a minimum six to ten feet (6' to 10') of the trunk. Avoid plants that require any supplemental water once established. Choose plants suited for "dry shade." Those listed in the box below offer some good choices. To see some examples of how these plants have been used under oaks refer to the Additional Resources section on the following page.

PLANTS TO CONSIDER:

Plant Name

Arctostaphylos densiflora
'Howard McMinn' Manzanita
Arctostaphylos edmundsii
Little Sur Manzanita Arctostaphylos hookeri
Monterey Carpet Manzanita branches.
Ceanothus griseus horizontalis
Carmel Creeper
Heuchera spp.
Coral Bells
Mahonia aquifolium compacta
Oregon Grape
Ribes viburnifolium
Evergreen or Catalina Currant

Description

3' high, 6' wide (Toughest of available forms.
Whitish-pink flowers.
1-2' high, 4-5' wide (Tolerant of full shade)
1-2' high, spreading to 12' wide by rooting
White to pink flowers.
Less than 2 1/2' tall, low & creeping.
Clusters of small blue flowers.
2-4' mound. Flowers on an upright stem 2-3"
high and spotted with red or pink.
2-4' high, spreading by underground roots.
Bright yellow flower clusters.
2-3' high, spreading to 12' wide. Flowers
pink to red in small clusters.

NOTES:

Before deciding on plants, check a source such as the Sunset Western Garden Book to determine which plants will grow in your area. When choosing shade tolerant plants, consider that the ground under the south side of the tree will get more sunlight while the northern side will tend to remain more deeply shaded.

ADDITIONAL RESOURCES AND PLACES TO VISIT!

Prevention Bureau, Forestry Division

5823 Rickenbacker Road, Rm #123

Commerce, CA 90040-3027

(323) 890-4330 <http://lacofd.org/forestry.htm>

University of California
Integrated Hardwood Range Management Program
163 Mulford Hall, Berkeley, CA 94720-3114
<http://danr.ucop.edu/ihrmp>
Private Organizations
The Theodore Payne Foundation
10459 Tuxford Street
Sun Valley, CA 91352-2126
(818) 768-1802 www.theodorepayne.org

California Native Plant Society
1722 J Street, Suite 17
Sacramento, CA 95814-3033
(916) 447-2677 www.cnps.org

The California Oak Foundation
1212 Broadway, Suite 810
Oakland, CA 94612-1810
(510) 763-0282
www.californiaoaks.org

Arboretums and Botanic Gardens
Los Angeles County Arboreta and Botanic Gardens
301 N. Baldwin Ave.
Arcadia, CA 91007-2697
(626) 821-3222 www.arboretum.org

Los Angeles County South Coast Botanic Garden
26300 Crenshaw Blvd.
Palos Verdes Peninsula, CA 90274-2515
(310) 544-6815
www.southcoastbotanicgarden.org

Los Angeles County Descanso Gardens
1418 Descanso Drive
La Canada-Flintridge, CA 91011-3102
(818) 949-4200
www.descansogardens.org

Rancho Santa Ana Botanic Garden
1500 North College
Claremont, CA 91711-3157
(909) 625-8767
www.rsabg.org

The Lummis Home
200 E. Avenue 43
Los Angeles, CA 90031-1304
(213) 222-0546

Publications

Compatible Plants Under and Around Oaks. Bruce W. Hagen... [et al]. The California Oak Foundation. 2000.

Growing California Native Plants. Marjorie G. Schmidt, Univ. California Press. 1981.

Illustrated Guide to the Oaks of the Southern Californian Floristic Province. Fred M. Roberts. FM Roberts Publications. 1996.

Living Among the Oaks: A Management Guide for Landowners. University of California Integrated Range Management Program. 1995

Oaks of California. Bruce M. Pavlik...[et al]. Cachuma Press & the California Oak Foundation. 1995.

Proceedings of the Fifth Symposium on Oak Woodlands: Oaks in California's Changing Landscape.

GTR PSW-GTR-184. Forest Service, U.S. Department of Agriculture. 2001.

Available from the University of California Integrated Hardwood Range Management Program.

Regenerating Rangeland Oaks in California. University of California Integrated Range Management Program. 2001

Brush Clearance Unit

605 N. Angeleno Avenue
Azusa, CA 91702-2904
(626) 969-2375

Camp 17

6555 Stephens Ranch Road
La Verne, CA 91750-1144
(909) 593-7147

Environmental Review Unit

12605 Osborne Street
Pacoima, CA 91331-2129
(818) 890-5719

Fire Plan/Interpretive Unit

12605 Osborne Street
Pacoima, CA 91331-2129
(818) 890-5783

Fuel Modification Unit

605 N. Angeleno Avenue
Azusa, CA 91702-2904
(626) 969-5205

Henninger Flats Forestry Unit

2260 Pinecrest Drive
Altadena, CA 91001-2123
(626) 794-0675

Lake Hughes Forestry Unit

42150 N. Lake Hughes Road
Lake Hughes, CA 93532-9706
(661) 724-1810

Malibu Forestry Unit

942 N. Las Virgenes Road
Calabasas, CA 91302-2137
(818) 222-1108

San Dimas Forestry Unit

1910 N. Sycamore Canyon Road
San Dimas, CA 91773-1220
(909) 599-4615

Saugus Forestry Unit

28760 N. Bouquet Canyon Road
Saugus, CA 91390-1220
(661) 296-8558

Vegetation Management Unit

12605 Osborne Street
Pacoima, CA 91331-2129
(818) 890-5720

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

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

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.





Logo Usage

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

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

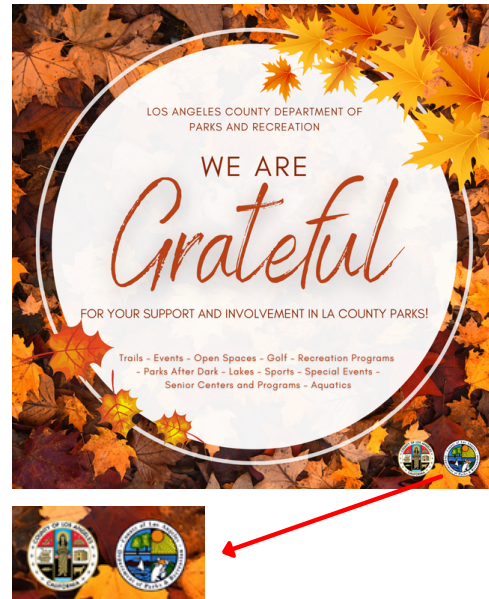


1. Do keep logo legible and scaled correctly
2. Do not flip the logo or elements of the logo
3. Do not rotate the logo
4. Do not lighten or screen the logo
5. Do not place the logo over busy imagery
6. Do not scale the logo beyond minimum sizes
7. Do not modify the approved colors of the logo
8. Do not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



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&R 301A

Email:

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

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

| Description | Contract % | Gross Receipts | Rental Amount |
|-------------------------------|---|----------------|---------------|
| Food and Beverage | 8.00% | _____ | \$0.00 |
| Liquor | 10.00% | _____ | \$0.00 |
| Merchandise | 6.00% | _____ | \$0.00 |
| Golf Carts | 30.00% | _____ | \$0.00 |
| Golf Range | 30.00% | _____ | \$0.00 |
| Golf Course Green Fees | 30.00% | _____ | \$0.00 |
| Facility Rent | 25.00% | _____ | \$0.00 |
| Banquet Service | 8.00% | _____ | \$0.00 |
| No Shows | 50.00% | _____ | \$0.00 |
| Junior Golf | 100.00% | _____ | \$0.00 |
| Other | 6.00% | _____ | \$0.00 |
| Lessons | 6.00% | _____ | \$0.00 |
| Total Percentage Rent | | \$ _____ | \$0.00 |
| 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

For Departmental Use Only

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



Exhibit O
County Equipment

EL CARISO GOLF COURSE (INVENTORY LIST)

| Inventory ID | Name | Quantity in stock | Inventory ID | Name | Quantity in stock |
|--------------|------------------------------|-------------------|--------------|----------------------------------|-------------------|
| IN0001 | John Deere-Aerator | 1 | IN0039 | Ryan Renovaire | 2 |
| IN0002 | John Deere-25008 mower | 1 | IN0040 | Toro-E Blower | 1 |
| IN0003 | John Deere-220 SL WM | 1 | IN0041 | Toro-8 Blade Reels | 3 |
| IN0004 | John Deere-HD200 sprayer | 1 | IN0042 | Triplex-Seals, bearings | 1 |
| IN0005 | John Deere-Pro Gator | 1 | IN0043 | John Deere-Triplex reel 11 blade | 3 |
| IN0006 | John Deere-7400 A Mower | 1 | IN0044 | John Deere-Red 5gal Gas Can | 3 |
| IN0007 | John Deere-Gator Ball Picker | 1 | IN0045 | John Deere-Yellow5gal diesel Can | 1 |
| IN0008 | Toro- Workman HDX07390 | 1 | IN0046 | John Deere-Silver Cup Puller | 2 |
| IN0009 | Toro-Green Master 3150 | 1 | IN0047 | John Deere-Dew Whip | 1 |
| IN0010 | Toro-200 Top Dresser | 1 | IN0048 | Makita-Hand Grinder | 1 |
| IN0011 | Toro-Pro Force Blower | 1 | IN0049 | STIHL-Stick Edger | 1 |
| IN0012 | ADA-Solo Rider Cart | 1 | IN0050 | STIHL-Needletine 3/8" T&T | 1 |
| IN0013 | STIHL-HT 250 Pole Saw | 1 | IN0051 | STIHL-Needletine 1/2" T&T | 1 |
| IN0014 | STIHL-MS 170 Chainsaw 16" | 1 | IN0052 | STIHL-Needletine 5/8" T&T | 1 |
| IN0015 | STIHL-Backpack Blower 800c | 1 | IN0053 | STIHL-Needletine 1/4" T&T | 1 |
| IN0016 | STIHL-String TrimmerFS94R | 1 | IN0054 | Makita-18V Blower | 1 |
| IN0017 | 36" Topdressing sand brooms | 3 | IN0055 | Makita-Charger and Batteries | 1 |
| IN0018 | 36" Grading Lutes | 3 | IN0056 | 100' Red Hose | 2 |
| IN0019 | Rust-Oleum- marking spray | 1 | IN0057 | 75' Greenskeeper Hose | 4 |
| IN0020 | Westward-Tool Chest | 1 | IN0058 | Rite Fuel Cabinet | 1 |
| IN0021 | Solo-Backpack Sprayer 3gal | 1 | IN0059 | Rite Pesticide Cabinet | 1 |
| IN0022 | CenTech-Battery Charger(BC) | 1 | IN0060 | Range Matts | 30 |
| IN0023 | Portable Air Wrench/BC | 1 | IN0061 | Ball Trays | 30 |
| IN0024 | Scoop Shovels | 2 | IN0062 | Rectangle Tables w/rollers | 14 |
| IN0025 | Round Spade Shovel | 1 | IN0063 | Black and White Chairs | 70 |
| IN0026 | Long Handle Scoop Shovals | 2 | IN0064 | Double Door refrigerator | 1 |
| IN0027 | TDR Meter | 1 | IN0065 | Single Door Freezer | 1 |
| IN0028 | AccuProduct-Wrench Set box | 1 | IN0066 | 41" Round Table | 3 |
| IN0029 | AccuProduct-AccuGauge | 1 | IN0067 | TV (Big Screen) | 1 |
| IN0030 | AccuProduct-Socket Set | 1 | IN0068 | Desk and Desk Chair | 1 |
| IN0031 | Craftsman-Socket Set(51 pcs) | 1 | IN0069 | Computers (Lenovo & Dell) | 2 |
| IN0032 | Craftsman-Box Wrench | 1 | | | |
| IN0033 | AccuProduct-Spreader | 1 | | | |
| IN0034 | Foley-Backlapper | 1 | | | |
| IN0035 | Utiliteck- Shop Famn | 1 | | | |
| IN0036 | DeWalt- Electic Drill | 1 | | | |
| IN0037 | Billy Goat-Blower | 1 | | | |
| IN0038 | Billy Goat-Vacuum KV GSV190 | 1 | | | |



Exhibit O
County Equipment

VICTORIA GOLF COURSE (INVENTORY LIST)

| Inventory ID | Name | Quantity in stock | Inventory ID | Name | Quantity in stock | Inventory ID | Name | Quantity in stock |
|--------------|--------------------------|-------------------|--------------|----------------------------|-------------------|--------------|-------------------------|-------------------|
| IN0001 | Toro 3100 | 2 | IN0041 | Two Door Freezer | 1 | IN0083 | 2" trash pump and hoses | 1 |
| IN0002 | Toro 3250 | 1 | IN0042 | Ball Washer | 1 | IN0084 | 3" trash pimp and hoses | 1 |
| IN0003 | Toro Pro-Core | 1 | IN0043 | Ball Machine | 2 | IN0085 | set oxy welder | 1 |
| IN0004 | Toro Sand Pro 3040 | 1 | IN0044 | Gang Picker | 3 | IN0086 | arc welder | 1 |
| IN0005 | E Link E CRT | 1 | IN0045 | Range Matts | 40 | IN0087 | Flat Grill | 1 |
| IN0006 | John Deere Gator | 3 | IN0046 | Range Dividers | 40 | IN0088 | Char Broiler | 1 |
| IN0007 | John Deere Sprayer | 1 | IN0047 | New Matts | 24 | IN0089 | Tables | 12 |
| IN0008 | John Deere Rough Mower | 1 | IN0048 | Used Matts | 64 | IN0090 | Chairs | 45 |
| IN0009 | John Deere Fairway Mower | 1 | IN0049 | Ball Baskets Reg size | 185 | IN0091 | Two Door Fridge | 1 |
| IN0010 | John Deere Range Picker | 1 | IN0050 | Ball Baskets X Large | 24 | | | |
| IN0011 | Easy Picker 5 gang sled | 1 | IN0051 | 60 Boxes New Balls | 240 Per box | | | |
| IN0012 | Cushman Truckster | 2 | IN0052 | Bags Stands | 31 | | | |
| IN0013 | Jacobsen Sprayer 225 GS | 1 | IN0053 | Push Carts | 2 | | | |
| IN0014 | Toro 3150 | 1 | IN0054 | Rariro Cart | 1 | | | |
| IN0015 | Toro 6500D | 1 | IN0055 | Range Safety Nets | 2 | | | |
| IN0016 | Toro Sand Pro 5020 | 1 | IN0056 | Rental Clubs Complete | 4 | | | |
| IN0017 | Pronovost P516 | 1 | IN0057 | Landscape Rakes | 4 | | | |
| IN0018 | Turf Time 3150 | 1 | IN0058 | Level Lawns | 3 | | | |
| IN0019 | Lely Spreader | 1 | IN0059 | rakes | 4 | | | |
| IN0020 | Litle Wander Blower | 1 | IN0060 | pitch fork | 1 | | | |
| IN0021 | Power Trim | 1 | IN0061 | core shovel | 1 | | | |
| IN0022 | Ryan Jr Sod Cutter | 1 | IN0062 | cole shovel | 2 | | | |
| IN0023 | Trencher | 1 | IN0063 | round mouth shovel | 2 | | | |
| IN0024 | Echo Weedeater | 3 | IN0064 | square mouth shovel | 2 | | | |
| IN0025 | Stihl Stick Edger | 1 | IN0065 | hand edger | 2 | | | |
| IN0026 | Pole Punner Saw | 1 | IN0066 | post hole shovel | 1 | | | |
| IN0027 | Sthil, Chain Saw | 1 | IN0067 | hand corer | 1 | | | |
| IN0028 | Rototiller | 1 | IN0068 | hand hedge trimmer | 1 | | | |
| IN0029 | Jacobsen Walker | 1 | IN0069 | hand spiker | 1 | | | |
| IN0030 | Ground Master 4300D | 1 | IN0070 | push broom | 3 | | | |
| IN0031 | Stihl Backpack Blower | 1 | IN0071 | string/blade trimmers | 4 | | | |
| IN0032 | Greens Pro 2100 Roller | 1 | IN0072 | backpack blower | 1 | | | |
| IN0033 | AD Williams | 1 | IN0073 | hole cutters | 2 | | | |
| IN0034 | Billy Goat Blower | 1 | IN0074 | stick edgers | 2 | | | |
| IN0035 | Trash Pump | 2 | IN0075 | turf cutter | 1 | | | |
| IN0036 | Air Compressor | 2 | IN0078 | set Toro GM reels extra | 1 | | | |
| IN0037 | Pull behind Aerifyer | 1 | IN0079 | rain bird central computer | 1 | | | |
| IN0038 | PTO Driven Aerifyer | 1 | IN0080 | Industral air compressor | 1 | | | |
| IN0039 | Jacobsen Topdresser | 1 | IN0081 | bench grinder | 1 | | | |
| IN0040 | Computers | ? | IN0082 | hand grinder | 1 | | | |

MOTION BY SUPERVISOR HOLLY J. MITCHELL

September 16, 2025

Designing Innovative Bus Shelters for Extreme Heat and Community Resilience

The California Governor's Office of Land Use and Climate Innovations (LCI) Extreme Heat and Community Resilience Program (EHCRP) awarded \$9.3 million to 32 communities across the State to help build capacity for extreme heat action planning and project implementation. LCI awarded Kounkuey Design Initiative (KDI), in partnership with Florence-Firestone Community Organization, a grant in the amount of \$249,871 for the Florence-Firestone Bus Shelter Project (Project). Grant funds will be used to lead a participatory process to design new bus shelters for unsheltered bus stops in Florence-Firestone where standard shelters are infeasible. With average temperatures on the rise and bus riders spending half their journey time waiting for the bus, adequate shade at bus stops is becoming increasingly essential for a quality, comfortable, and dignified bus riding experience. Site conditions that prohibit the installation of a standard bus shelter require creative designs to expand opportunities to provide shade at bus stops.

To successfully design non-standard bus shelters for stops in Florence-Firestone, KDI will need to coordinate closely with the Department of Public Works (DPW) to ensure designs adhere to the department's standards and codes. The grant requires key contributors, including DPW, to enter into a no-cost cooperation agreement to participate and support KDI in the planning and implementation of the Project. DPW will be a key partner to inform bus shelter designs that are creative and feasible and that build on the department's past experiences.

MOTION

| | |
|----------|-------|
| Solis | _____ |
| Mitchell | _____ |
| Horvath | _____ |
| Hahn | _____ |
| Barger | _____ |

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

- 1) Authorize the Director of the Department of Public Works, or his designee, to sign the no-cost Cooperation Agreement with Kounkuey Design Initiative, Inc., Florence-Firestone Community Organization, Florence-Firestone Juntos Together, and Los Angeles County Supervisorial District 2 for the Extreme Heat and Community Resilience Program Round 1 Awarded Project named Florence-Firestone Bus Shelter Project.

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