

APPROVED

REVISED

DEC 07 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

O. 23-207

DATE: December 07, 2023

C.D. 12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: STONEY POINT RANCH LICENSE AGREEMENT – APPROVAL OF A LICENSE AGREEMENT WITH ANGEL RODRIGUEZ FOR THE OPERATION AND MANAGEMENT OF THE STONEY POINT RANCH EQUESTRIAN CENTER LOCATED IN CHATSWORTH – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

B. Aguirre [Signature] M. Rudnick
B. Jones C. Santo Domingo
B. Jackson N. Williams

[Signature]
General Manager

Approved [X] with corrections Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve the proposed two (2) year license agreement with Angel Rodriguez for the operation and maintenance of the Stoney Point Ranch Equestrian Center (Ranch), in substantially the form attached as Attachment 1 to this report (Agreement), except that the license agreement shall, prior to execution, be amended to remove the licensee's allowance of access to the dwelling unit to include language to specifically prohibit any access to the dwelling unit by the licensee or the public, subject to the approval of the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;
3. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because the service provided

under the Agreement are immediately required in order to continue services at the Ranch while RAP prepares to select a more permanent vendor through the release of a Request for Proposal for the operation and maintenance of the Ranch;

4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Attorney for approval as to form;
5. Authorize the Board President and Secretary to execute the proposed Agreement upon receipt of the necessary approvals;
6. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
7. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption (NOE); and,
8. Authorize RAP Staff to make technical corrections as necessary to carry out the intent of this Report.

**Please see page 5 for additional Recommendations**

#### SUMMARY

The Ranch is a seven-acre equestrian facility in Chatsworth offering training arenas and boarding facilities for approximately sixty horses. RAP acquired the property in 2007 and the property was initially managed by the City's General Services Department (GSD), which granted a month to month rental agreement to Ms. Jody Sailor, giving her the right to reside on the property and conduct an equine boarding and training business. At some point in 2020, Ms. Sailor moved out of state and apparently assigned Angel Rodriguez, her long time hired ranch manager, to oversee the Ranch on her behalf. Ms. Sailor passed away suddenly in 2022 and Mr. Rodriguez has remained onsite to maintain the property and continue operating the business, including collecting boarding fees and paying the \$4,000 per month rent to RAP as specified in the rental agreement. GSD has withdrawn from the management of the property which is now managed by RAP.

Mr. Rodriguez, who has served as the ranch manager for almost two decades, moved into the property's residential structure formerly occupied by Ms. Sailor. Following an inspection by City staff and a home inspection service, the dwelling on the property was deemed uninhabitable. RAP installed two functioning recreational vehicles (RVs) for use by Mr. Rodriguez and his two adult sons in order to maintain continuity of service to the existing ranch boarders and the public.

Though the City had a written agreement with Ms. Sailor for her services at the Ranch, there is currently no written agreement between the City and Mr. Rodriguez for services at the Ranch. Mr. Rodriguez has maintained that he is the successor to Ms. Sailor's Ranch business, which includes certain fixtures at the Ranch. RAP staff is currently preparing a Request for Proposal for a long-term agreement for the operation and maintenance of the Ranch. In order to ensure that the property is managed by an experienced operator and to maintain continuity of operations while RAP develops the RFP and engages in the selection process after it is released, the proposed two year license agreement with Mr. Rodriguez was drafted. The resulting contract from the RFP process will be presented to the Board for approval upon selection of a long-term operator. RAP staff will provide updates on the RFP process at future meetings of the Task Force on Concessions.

#### LICENSEE RESPONSIBILITIES

Mr. Rodriguez will be responsible for continuing existing operations and accepting new boarders, collecting boarding fees, providing clean bedding, stalls and feed for the horses on a regular basis, pest and vermin abatement services, maintaining safe equine enclosures and training arenas, providing twenty-four hour access to boarders' horses, providing overnight safety check services and maintaining the entire premises in a clean, safe and sanitary state.

The Licensee shall pay a \$3,000 monthly fee to RAP. RAP staff believes this is a reasonable fee as the oversight of the property requires extensive effort and investment of boarding fees back into the property. RAP staff will continue to inspect the facility and operation on a quarterly basis to ensure that the quality of service is acceptable.

#### ENVIRONMENTAL IMPACT

The proposed Project consists of an agreement to permitting, the use of an existing public structure with negligible or no expansion of use.

According to the parcel profile report retrieved on November 30, 2023, this area does not reside in a liquefaction, methane, or coastal zone so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a

significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of November 30, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. The proposed Project is located in proximity of Stoney Point Outcroppings a City of Los Angeles Historic Cultural Monument (HCM 132), but the continuation of the current activity resources will not cause a substantial adverse change in the significance of that historical resource.

Based in this information, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines to Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

#### FISCAL IMPACT STATEMENT

The license agreement will generate \$72,000 in revenue for RAP for the two year term.

#### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

**Goal No. 6:** Build Financial Strength & Innovative Partnerships

**Outcome No. 2:** Improved management of rental facilities and concessions

**Result:** The approval of this Report will allow the neighboring community to continue to utilize the Ranch and ensure that the property is well maintained by an experienced operator, while generating revenue to RAP.

#### LIST OF ATTACHMENTS

- 1) Proposed License Agreement for the Operation and Management of the Stoney Point Ranch Equestrian Center and Exhibits



This report was prepared by Mark Stipanovich, Management Analyst, Special Operations Branch, Concessions Unit.

Three additional Recommendations as approved by the Commissioners

9. Direct staff to request the Department of Building and Safety to conduct an inspection of the dwelling unit
10. Direct staff to find alternative solutions to replace the licensee's use of the dwelling units kitchen, laundry and storage areas.
11. Direct staff to accelerate the RFP process.

**LICENSE AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF  
THE STONEY POINT RANCH EQUESTRIAN CENTER**

**BETWEEN**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**AND**

**ANGEL RODRIGUEZ**

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**LICENSE AGREEMENT FOR THE OPERATION AND MAINTENANCE  
OF THE STONEY POINT RANCH EQUESTRIAN CENTER**

This License Agreement (hereinafter “CONTRACT” or “AGREEMENT”), is made and entered into by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (hereinafter “CITY”), and ANGEL RODRIGUEZ, an individual (hereinafter “LICENSEE”).

**WHEREAS**, the CITY’s Department of Recreation and Parks (hereinafter “RAP”) seeks to serve the public by providing equestrian boarding and related services within the Chatsworth area of the City of Los Angeles; and

**WHEREAS**, the CITY and LICENSEE each desires to enter into this AGREEMENT to provide services on the PREMISES of the type and character required herein and agreed to by CITY to meet the needs of the public, including equestrians and horse owners requiring boarding services at the PREMISES.

**NOW THEREFORE**, in consideration of the terms, covenants, and conditions hereinafter to be kept and performed by the respective parties, it is agreed as follows:

**SECTION 1. DEFINITIONS**

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set forth:

AGREEMENT:	This License Agreement consisting of thirty nine (39) pages and six (6) Exhibits (A-F)
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners
LICENSEE:	Angel Rodriguez
RAP:	Department of Recreation and Parks
FACILITY:	Stoney Point Ranch Equestrian Center located on the PREMISES (see Exhibit B)
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the LICENSEE may operate. The PREMISES shall include the RV trailers provided by RAP to LICENSEE.
GENERAL MANAGER:	The City of Los Angeles Department of Recreation and Parks General Manager or designee

## **SECTION 2. LICENSE GRANTED**

License is hereby granted to LICENSEE to provide equestrian services as specified hereinafter for the FACILITY at the PREMISES as set forth in Section 8 and elsewhere in this AGREEMENT. Such license, unless otherwise agreed by the parties, shall be limited to the activities explicitly set forth in this Agreement, including the following:

- LICENSEE and no more than two of his children shall have permission to use two recreational vehicle (RV) trailers provided by RAP on the PREMISES, provided such use does not include any movement, modification or improvement of the RV trailers. In connection with the use of the RV trailers, LICENSEE shall be solely responsible for keeping the interiors of the RV trailers REASONABLY clean by regular sweeping, mopping, surface cleaning and disposing of trash; maintaining and performing minor repairs if needed to the RV trailers and paying the monthly costs associated with the utilities for the RV trailers.
- LICENSEE is granted permission to enter into new boarding agreements, continue to maintain any existing boarding agreements, to rent stalls, board horses, collect boarding fees, perform any tasks set forth in Section 8 below, and otherwise undertake and perform all tasks reasonably necessary to the equestrian operations performed on the PREMISES.
- LICENSEE shall be responsible for customary ranch caretaker duties, such as feeding boarded horses, maintaining ranch stalls and arenas and cleaning the PREMISES and boarding stalls on a reasonable basis consistent with customary practice (See Section 8. Operating Responsibilities).

LICENSEE and CITY acknowledge that LICENSEE's right to operate and manage the FACILITY under this AGREEMENT and to remain on the PREMISES in connection therewith is for the sole purpose of providing equestrian services of the type specified herein that benefit the boarders who pay to board and feed their horses, equestrians who are permitted by Licensee to ride horses on the PREMISES, and to horse riding trainers who are licensed or otherwise approved by licensee or CITY and both parties agree that this AGREEMENT does not convey any leasehold interest in any estate or interest in real property.

LICENSEE understands and agrees that no person, including LICENSEE, shall be allowed to reside in or otherwise use the residence buildings on the PREMISES for any purpose other than storage of property and to use the laundry room facilities and the kitchen in the house. Further, no person, other the LICENSEE and his two children, shall be allowed to reside anywhere on the PREMISES for any period of time.

CITY acknowledges that LICENSEE, and the existing business being run by LICENSEE, maintains articles of personal property and farm animals located on the PREMISES along with trade fixtures owned by the business or installed or placed by the business at its expense, including, but not limited to, equestrian-related equipment, removable barns, stalls, and pipe corrals.

LICENSEE asserts that he owns the existing business based on a described completion of the purchase and sale of such business prior to the execution of this AGREEMENT. The CITY does not question and, therefore, takes no position on this assertion by LICENSEE.

### **SECTION 3. PREMISES**

The PREMISES are located on two land parcels adjacent to Stoney Point Park in Chatsworth, CA and which is the location of the FACILITY commonly known as Stoney Point Ranch Equestrian Center, as more fully set forth in the map of the PREMISES attached hereto as Exhibit B.

The PREMISES and FACILITY includes various equine barns, stables, pipe stalls, training arenas and accessory fixtures located on the PREMISES, which are owned by the existing business being run by LICENSEE.

LICENSEE shall not use or allow PREMISES or the RV trailers to be used, in whole or in part, during the term of this AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments, or officers thereof, including CITY, relating to sanitation or public health, safety, or welfare.

### **SECTION 4. TERM OF AGREEMENT**

The term of this AGREEMENT shall commence on July 1, 2023 and shall expire on June 30, 2025. Notwithstanding the foregoing, the GENERAL MANAGER may terminate this LICENSE AGREEMENT before it expires upon 30 days written notice to LICENSEE in the event a new contract is awarded to a winning proposer by the Board of Recreation and Park Commissioners or other CITY designee following a Request for Proposal (RFP) for a long-term operating agreement for the Stoney Point Ranch Equestrian Center. Upon expiration or earlier termination of this AGREEMENT, LICENSEE agrees to discontinue occupancy and/or any activity being performed on or within the PREMISES, including use of the RV trailers, unless LICENSEE is awarded the new agreement as the result of the RFP process. LICENSEE shall have an additional 30 days beyond the expiration or earlier termination of this AGREEMENT to vacate the premises and, beyond that, 30 additional days to continue to access the PREMISES to remove any property. Any personal property remaining on the PREMISES after these 60 days have passed, unless extended by written agreement of the parties, shall become the property of the CITY and may be removed by the CITY at reasonable cost to the LICENSEE.

Due to the need for LICENSEE'S services to be provided continuously on an ongoing basis, LICENSEE may have provided services prior to the execution of this AGREEMENT. To the extent that said services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

### **SECTION 5. LICENSE FEE PAYMENT**

#### **A. Payment**

LICENSEE shall make to RAP a monthly license fee payment of Three Thousand Dollars (\$3,000.00).

#### **B. License Fee Payment Due**

Payment shall be due and payable (postmarked) by the fifth day of each calendar month. License fee payments shall be accompanied by a monthly Remittance Advice Form, Exhibit C. The license fee payment shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Concessions Unit  
P.O. Box 86328  
Los Angeles, California 90086-0610

Payments may also be made by electronic deposit, which may be arranged by submitting a request to the RAP contact listed in Section 17.A.

**C. Late Payment Fee**

Should LICENSEE fail to timely remit any of the LICENSE fee payments or any other fees set forth in Section 6 or as otherwise required under this AGREEMENT, it shall be considered a material breach of this AGREEMENT. CITY may terminate this AGREEMENT or take such other legal action in response as it deems necessary, subject to written notice providing a cure period of ten (10) days.

Without waiving any rights available at law, in equity or under this AGREEMENT, if any of LICENSEE's payments are late or delinquent beyond the cure period, the latter recognizes that RAP may incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, LICENSEE agrees to pay RAP a late fee set forth below to compensate RAP for all reasonable expenses and/or damages and loss resulting from said late or delinquent payments.

The charge for late or delinquent payments shall be Fifty Dollars (\$50.00) for each full month late plus interest calculated at the rate of 8 percent (8%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the Fifteenth (15<sup>th</sup>) day of the month in which payment is due.

RAP's acceptance of late payments shall not be deemed as a waiver of any other breach by LICENSEE of any term or condition of this AGREEMENT other than the failure of LICENSEE to timely make the particular payment so accepted.

**SECTION 6. ADDITIONAL FEES AND CHARGES**

- A. If CITY pays any sum or incurs any obligations or expense which LICENSEE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of LICENSEE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this AGREEMENT, or as a result of an act or omission of LICENSEE contrary to said conditions, covenants, and agreements, LICENSEE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY's fifteen percent [15%] administrative overhead cost), damages, and penalties; provided, however, that CITY shall provide LICENSEE with a detailed notice of the amounts due to be paid by CITY not less than 5 days prior to CITY making any payment. This amount reasonably established to be due shall be added to the license fee payment thereafter due, and each and every part of the same shall be and become part of the license fee payment,

recoverable by CITY in the same manner and with like remedies as if it were originally a part of the monthly license fee payment set forth in Section 5.

- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished, shall be prima facie evidence against LICENSEE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge LICENSEE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by LICENSEE; provided, however, that CITY shall provide LICENSEE with a detailed notice of the work due to be done by CITY not less than 10 days prior to CITY making any repairs, replacements, and/or alterations.
- C. Use of PREMISES for purposes not expressly permitted anywhere herein, whether approved in writing by GENERAL MANAGER or not, may result in additional charges, provided that the charges are reasonable under the circumstances and recognizing that LICENSEE is allowed hereby to operate the business provided that he does so in a reasonable and prudent manner; however, any such additional use without the prior written approval of GENERAL MANAGER shall also constitute a material breach of this AGREEMENT and is prohibited.
- D. Utilities -- LICENSEE shall be responsible for utility charges associated with the PREMISES hereinafter incurred, including any utilities servicing the RV trailers. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by LICENSEE regardless of whether such utility services are furnished by CITY or by other utility service providers. LICENSEE will pay directly for utilities, including gas, water, electrical, telephone and internet/Wi-Fi services, which shall be in the name of LICENSEE, or any company controlled by LICENSEE.

LICENSEE hereby expressly waives all claims for compensation, or for any diminution or abatement of the license payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time, and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and LICENSEE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes, except to the extent that repair or replacement of the trailers are required, which shall be and remain City's obligation.

In all instances where damage to any utility service line is caused by LICENSEE, his employees, contractors, sub-contractors, suppliers, agents, or invitees, LICENSEE shall be responsible for the repair or cost of repairs and any and all damages occasioned thereby.

Water and electricity shall be utilized by LICENSEE in the most reasonably efficient manner possible. At the discretion of the General Manager, RAP may require LICENSEE to establish recyclables collection and/or implement additional waste diversion strategies



within the PREMISES. Any such requirements shall be set forth clearly in a written notice from RAP to LICENSEE.

Subject to written notice and an opportunity to cure within 10 days of such notice, LICENSEE shall reimburse RAP if any utility charges are paid by RAP because of LICENSEE's failure to comply with this Section.

## **SECTION 7. HOURS AND DAYS OF OPERATION**

The FACILITY must be open to the public seven (7) days per week, including holidays to adequately serve public demand. Hours of operation shall be the accepted current operating hours of the FACILITY, which may be modified at the discretion of LICENSEE. Any changes to operating hours must be pre-approved by RAP.

LICENSEE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted.

## **SECTION 8. OPERATING RESPONSIBILITIES**

LICENSEE shall, at all times during the term of this AGREEMENT, comply with the following conditions:

### **A. Services to be provided by LICENSEE**

- 1) Continue offering currently practiced boarding services, which include the following: providing operational oversight of the FACILITY, providing clean equine bedding, mitigating vermin, pest, flooding and excessive dust issues, maintaining level stall floors, providing safe equine enclosures, eliminating any sharp edges in pens or stalls, responding to boarder inquiries/issues in a timely fashion and collecting boarding fees for a minimum capacity of fifty (50) horses in stalls, pipe pens, and/or stables located on the PREMISES.
- 2) Overnight services, which include the following: providing horse owners with twenty-four (24) hour access to their horses, conducting a minimum of two (2) nightly safety checks of the boarded horses and viewing the PREMISES at least twice from the PREMISES security camera live feeds and as necessary, with camera placement subject to the reasonable approval of LICENSEE.
- 3) Continue current practices of stall cleaning and maintenance practices, the mucking of equine stalls and pens, cleaning of equine water basins and any additional services, including providing supplements and medications as subscribed to by boarders, on a daily basis, which shall conform to best practices in the industry.
- 4) Continue current cleaning and maintenance practices of the PREMISES on a daily basis, which shall conform to best practices in the industry.
- 5) Maintain a twice-daily feeding schedule with additional service options available for boarders and provide clean water for the boarded horses, which shall conform to best practices in the industry.
- 6) Maintain best practice industry standards for depth and drainage of the footing of the training rings located on the PREMISES and ensure that training rings are reasonably free of surface rocks and debris.
- 7) Provide horse turnouts.
- 8) Ensure trash is removed on a regular basis.
- 9) Conduct regular maintenance checks on stalls and equipment.

- 10) Conduct landscape maintenance, including leaf trimming as needed.
- 11) Ensure all equipment is in safe working condition.
- 12) Care for farm animals at the FACILITY including chickens and goats.

**B. Cleanliness**

LICENSEE shall, at his own expense, keep the PREMISES and the RAP provided RV trailers and the immediately surrounding areas of the PREMISES, within a minimum of twenty-five (25) feet, clean, sanitary, and free of graffiti at all times. LICENSEE shall prevent any offensive or refuse matter, any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or any material detrimental to the public health, from being or accumulating upon PREMISES and the RV trailers. LICENSEE shall use his best efforts to keep the balance of the premises in a condition reasonably suitable for their intended purpose; i.e., the operation of an equestrian facility.

**C. Conduct**

LICENSEE and his representatives, agents, servants, and employees shall at all times conduct business and use the PREMISES in a quiet and orderly manner, conducive to the nature of LICENSEE'S operations conducted thereon.

**D. Non-Discrimination**

1. LICENSEE, in his operations at the FACILITIES, for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, disability, medical condition, marital status, domestic partner status, sexual orientation, or sexual identity shall be excluded from participation, denied the benefits of, or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by this AGREEMENT; (2) in the construction of any improvements on, over or under PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, disability, medical condition, marital status, domestic partner status, sexual orientation, or sexual identity shall be excluded from participation in, denied the benefits of, or otherwise be subjected to unjust discrimination
2. LICENSEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification per Section 17, CITY shall issue a written notice of breach or default to LICENSEE. If LICENSEE does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to LICENSEE, terminate this AGREEMENT without further delay. LICENSEE shall terminate use of the PREMISES within fourteen (14) calendar days of receiving the second written notice and CITY shall have the right to use said as if this AGREEMENT had never been executed.
3. In addition, LICENSEE, during the term of this AGREEMENT, agrees not to unjustly discriminate in his employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, disability, medical condition, marital status, domestic partnership status, sexual orientation, or sexual identity. All new subcontracts entered into by LICENSEE shall be approved in advance by CITY and shall contain a like

provision. CITY agrees to act promptly in decided whether to approve or reject any new subcontracts.

## **E. Personnel**

### **1. Freedom from Tuberculosis**

LICENSEE shall provide GENERAL MANAGER with certificates indicating freedom from communicable tuberculosis for employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code).

### **2. Approval of Employees, Other Paid Agents, and Subcontractors**

RAP shall have the right, which it agrees to exercise promptly, to approve or disapprove all employees, paid agents (excluding patrons and their family members, and instructors) and subcontractors (including any employee of any subcontractor) of LICENSEE. LICENSEE's two sons are hereby deemed approved. Failure of LICENSEE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on PREMISES shall be a material breach of this AGREEMENT; provided, however, that there shall be no such breach if notice is given and no notice of disapproval is received within two business days of such notice. LICENSEE shall submit a list of all persons employed by, or otherwise engaged and to be paid for services or subcontracting for LICENSEE at PREMISES, subject to the exceptions noted above, to GENERAL MANAGER prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, other paid personnel, and subcontractors shall be submitted to GENERAL MANAGER for written approval prior to any employee, paid agent or subcontractor commencing work at PREMISES, provided that approval shall be deemed given if no disapproval is communicated within 2 business days. LICENSEE shall not hire as an employee, or subcontract with, any person whom RAP would be prohibited from hiring as an employee pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. Each employee, or subcontractor (including all employees or other paid personnel of LICENSEE or any subcontractor) shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right which it agrees to exercise reasonably, to fingerprint and conduct a Department of Justice criminal background check on any such person prior to approving their employment, other engagement on a work-for-hire basis, or subcontract. Failure to comply with this hiring standard may constitute a material breach of this AGREEMENT and LICENSEE shall immediately remove any employee, other paid personnel, or subcontractor from the PREMISES at RAP's instruction. The foregoing does not apply to any licensed veterinarian, horse-care professional, attorney-at-law, accountant, bookkeeper, investment advisor, or insurance professional.

## **F. Maintenance of Equipment**

LICENSEE shall, at all times and at his own expense, furnish all equipment, maintenance, repair, and service reasonably necessary for the proper and efficient operation of the PREMISES, including the reasonable maintenance of the two RV trailers provided by RAP for the use of LICENSEE and his two sons. LICENSEE shall keep such equipment in good repair and in a reasonably clean, sanitary, and orderly condition and appearance. CITY will be responsible for utility lines, including utility connections to the two trailers.

## **G. Claims for Labor and Materials**

LICENSEE shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by LICENSEE hereunder), against LICENSEE's rights hereunder, or against CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### **H. Signs and Advertisements**

LICENSEE shall not erect, construct, or place any new signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without prior written approval from GENERAL MANAGER. Certain signs and advertisements may also require the prior written approval of other agencies, which shall be disclosed in writing by GENERAL MANAGER to LICENSEE.

RAP may require removal or refurbishment, at LICENSEE's expense, of any unapproved signage installed or displayed after the effective date of this AGREEMENT.

Upon the expiration or earlier termination of this AGREEMENT, as provided herein, prior to the date, if any, that LICENSEE is required to vacate the PREMISES, LICENSEE shall, at his own expense, remove or paint out, as GENERAL MANAGER may reasonably direct, any and all signs and displays on PREMISES, if placed there by LICENSEE or by the business, without causing any material damage thereto.

#### **I. Safety**

LICENSEE shall take prompt action to correct safety deficiencies and violations of safety practices immediately after either the condition becomes known or GENERAL MANAGER notifies LICENSEE of said condition. LICENSEE shall cooperate fully with CITY in the investigation of accidents occurring on PREMISES. In the event of injury to a patron or customer, LICENSEE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, LICENSEE shall submit a City Form General No. 87 "Non-Employee Accident or Illness Report" to RAP (Exhibit E). If LICENSEE fails to correct hazardous conditions for which it is responsible, if correctly specified by GENERAL MANAGER in a written notice, which have led, or in the opinion of CITY could lead, to injury, GENERAL MANAGER may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by LICENSEE to CITY on demand.

#### **J. Property Damage and Theft Reporting**

LICENSEE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit F) in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by RAP.

#### **K. Environmental Sensitivity**

LICENSEE must operate the FACILITY in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment.

LICENSEE shall not use or allow the use of environmentally unsafe products, as reasonably determined by CITY, on PREMISES.

**L. Special Events Activities**

LICENSEE shall provide written details of all proposed special events no later than fourteen (14) days prior to the proposed event, which shall be subject to the approval of RAP, which shall not be withheld unreasonably.

**SECTION 9. PROHIBITED ACTS**

LICENSEE shall not:

1. Use PREMISES to conduct any business operations not related to the equestrian services set forth in Section 8 above;
2. Do or allow to be done anything which may materially interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on PREMISES or elsewhere at the FACILITY;
3. Do or permit to be done anything which may materially interfere with free access and passage within PREMISES, the public areas adjacent thereto, or in the streets or sidewalks adjoining PREMISES;
4. Do or permit to be done anything which may hinder police, fire fighting, or other emergency personnel in the discharge of their duties;
5. Interfere with the enjoyment and use of the FACILITY by those permitted entry by RAP or LICENSEE;
6. Use PREMISES for any purpose which is not essential or beneficial to LICENSEE'S equestrian-related operations in the reasonable judgment of RAP, or for any other purpose not explicitly set forth in this AGREEMENT or agreed-to by mutual agreement of CITY and LICENSEE; but LICENSEE may permit patron-run activities (such as birthday, anniversary, and graduation celebrations, holiday celebrations, music events attended by up to 60 guests, classes, show-and-tell events for children and their teachers and parents, and public meetings) if LICENSEE obtains prior written approval from RAP;
7. Without the prior written approval of RAP, rent, sell, lease, or offer any space for storing of any articles whatsoever within or on PREMISES which are not owned by LICENSEE or LICENSEE'S sons; placed by boarders in storage areas provided to them pursuant to their boarding agreements, or in horse trailers owned by boarders who pay a monthly fee; or owned by LICENSEE or LICENSEE'S sons;
8. Rent, sell, lease, offer or otherwise allow any person, other than those mentioned in Section 2 above, to reside anywhere on PREMISES, except in connection with any authorized overnight activity supervised by LICENSEE and consented to by CITY or RAP, and which consent shall not be withheld unreasonably;
9. Make any change in any existing door or window lock or mechanism thereof on trailers or house;

10. Refuse, upon the expiration or, if permitted hereunder, earlier termination of this AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on PREMISES gates, trailers, or house, whether said keys were furnished to or otherwise procured by LICENSEE. In the instance where there are keys that are not relinquished by boarders then LICENSEE agrees to remove the locks or otherwise pay to change the locks to the PREMISES gates. In the event of the loss of any keys furnished by RAP or CITY, LICENSEE shall pay CITY, on demand, the reasonable cost for replacement, and without any overhead or other similar charges.
11. Do or permit to be done any act upon PREMISES which will invalidate or suspend any insurance policy required under this AGREEMENT covering PREMISES, or which, in the reasonable opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this AGREEMENT, provided, however, that nothing contained herein shall preclude LICENSEE from bringing, keeping, or using on or about PREMISES such materials, supplies, equipment, and machinery as are appropriate or customary in carrying on his business as contemplated under this AGREEMENT, or from carrying on said business in all respects as is customary;
12. Use, create, store, or allow any hazardous materials as defined in Section 25260 of the California Health and Safety Code, or those which meet the criteria of the above Code. This provision shall not preclude LICENSEE from bringing, keeping, or using on or about PREMISES such materials, supplies, equipment, and machinery as are appropriate or customary in carrying on his business as contemplated under this AGREEMENT, or from carrying on said business in all respects as is customary. All hazardous materials must be stored and used in compliance with all City, State, and Federal rules, regulations, ordinances, and laws;
13. Allow any sale by auction upon PREMISES except to raise funds for the equestrian operations or to improve the FACILITY. Any such auction shall be conducted with prior notice to and the approval of CITY or RAP, which approval shall not be withheld unreasonably.
14. Permit undue loitering on or about PREMISES;
15. Use or allow PREMISES to be used for, in the reasonable opinion of RAP, any improper, immoral, or unlawful purposes. In any such case, RAP shall provide LICENSEE with written notice setting forth its concerns with specificity, provide its curative recommendations, and provide LICENSEE with a reasonable curative period of not less than three (3) business days.
16. LICENSEE, his sons, and any other staff working or residing at the FACILITY must provide proof that they completed the State of California Sexual Harassment Prevention Training within fourteen (14) days of the execution of this AGREEMENT. Information on the training is available at [calcivilrights.ca.gov](http://calcivilrights.ca.gov).

## **SECTION 10. PERFORMANCE DEPOSIT**

LICENSEE shall provide to RAP Six Thousand Dollars (\$6,000.00) as a performance deposit ("Deposit") to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT. The first \$4,000.00 of the deposit is due to be provided upon LICENSEE'S signing of this AGREEMENT, with the remaining \$2,000.00 due by September 30, 2023.

### **A. Form of Deposit**

LICENSEE's Deposit shall be in the form of a cashier's check payable to the order of the City of Los Angeles.

### **B. Agreement of Deposit and Indemnity**

LICENSEE unconditionally agrees that in the event of any default, RAP shall have full power and authority to use the Deposit in whole or in part to indemnify CITY. All deposits of checks must be immediately so deposited by RAP.

### **C. Maintenance of Deposit**

Deposit shall be held by CITY during the entire term of this AGREEMENT.

### **D. Return of Deposit to LICENSEE**

Deposit shall be returned to LICENSEE and any rights assigned to the deposit shall be surrendered by CITY in writing after the expiration or earlier termination of this AGREEMENT and any exit inspection performed in conjunction with this AGREEMENT. CITY reserves the right to deduct from the deposit any amounts up to and including the full amount of the deposit owed to CITY by LICENSEE as shown by any exit inspection performed by CITY which is consistent with the terms of this AGREEMENT and the respective rights and interests of CITY and LICENSEE provided for herein, or as compensation to CITY for failure to adhere to the terms and conditions of this AGREEMENT. If CITY intends to rightfully conduct an exit inspection, CITY shall provide 5 days' written notice to LICENSEE and to provide a copy of the inspection report LICENSEE.

## **SECTION 11. TAXES, PERMITS, AND LICENSES**

A. LICENSEE shall obtain and maintain at his sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the FACILITY including, but not limited to, tax permits, business licenses, health permits, police and fire permits, etc.

B. LICENSEE shall pay all taxes of whatever character that may be levied or charged upon the rights of LICENSEE to use PREMISES, or upon LICENSEE's improvements, fixtures, equipment, or other property thereon or upon LICENSEE's equestrian operations. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest." Such property interest will be subject to taxation. In the event that any possessory interest is imposed, LICENSEE shall be responsible for the payment of all property taxes, if any, levied upon such interest. LICENSEE acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

- C. During the entire term of this AGREEMENT, LICENSEE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by CITY's Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 12.00 *et seq.*).

## **SECTION 12. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

LICENSEE shall not under-let or sub-let the PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor purport or attempt to assign this AGREEMENT nor transfer, assign, or in any manner convey any of the rights or privileges herein granted, without the explicit prior written consent of RAP. Neither this AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the rights or other violation of the provisions of this Section shall be void and shall confer no right, title, or interest in or to this AGREEMENT or right of use of the whole or any portion of PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee, or other lien holder, successor, or purchaser. Any such purported or attempted assignment, transfer, mortgaging, hypothecation, or encumbering without the explicit, prior written consent of RAP, shall be a material breach of this AGREEMENT, and RAP, at its discretion, may terminate this AGREEMENT.

## **SECTION 13. REGULATIONS, INSPECTIONS, AND DIRECTIVES**

### **A. Constitutional and Other Limits on LICENSEE's Rights to Exclusivity**

Notwithstanding exclusivity granted to LICENSEE by the terms of this AGREEMENT, CITY in its reasonable discretion may require LICENSEE without any reduction in license fees or other valuable consideration to LICENSEE, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by CITY. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items. To the extent permitted by law, LICENSEE shall have the right to position such activities so as to reasonably limit their interference with the quiet enjoyment of the patrons of the FACILITY.

### **B. Conformance with Laws**

LICENSEE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the PREMISES and FACILITY;
2. Any and all orders, directions, or conditions issued, given, or imposed by CITY with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations, or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any



governmental authority, federal, state, or municipal, lawfully exercising authority over LICENSEE's operations; and,

4. Any and all applicable local, State, and Federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

**C. Permissions**

Any permission required by this AGREEMENT shall be secured in writing by LICENSEE from CITY or RAP and any errors or omissions therefrom shall not relieve LICENSEE of his obligations to faithfully perform the conditions therein. LICENSEE shall immediately comply with any written request or order submitted to it by CITY or RAP.

**D. Right of Inspection**

CITY and RAP, their authorized representatives, agents, and employees shall have the right to enter upon PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of LICENSEE's operations provided City will be required to give not less than forty-eight hours prior written notice to LICENSEE to enter the RV trailers on the PREMISES. RAP and CITY staff are empowered by CITY to conduct inspections of the PREMISES and the equestrian business at reasonable times. Any reasonable concerns resulting therefrom shall be discussed by CITY or RAP with LICENSEE and LICENSEE'S counsel in order to improve operations at the FACILITY. During these inspections the designated and authorized persons conducting such inspections shall have the right to photograph, film, or otherwise record conditions and events taking place upon PREMISES. However, they may not interfere with the business and the activities of those authorized to be on the PREMISES. The inspections may be made by persons identified to LICENSEE as CITY employees, or may be made by independent contractors engaged by CITY. Inspections may be made to determine if the terms and conditions of this AGREEMENT are being complied with, and for any other lawful purpose for which CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES.

**E. Control of Premises**

Except for the RV trailers provided for herein, which shall remain on the PREMISES for the duration of this Agreement, CITY shall have absolute and full access to PREMISES and may make such changes and alterations therein, and in the grounds surrounding same, as may be reasonably be determined by CITY after discussion with LICENSEE and the patrons and with a recognition to the right of the patrons to quiet enjoyment of the PREMISES and the purpose of the PREMISES. Such determination by CITY shall not be unreasonable and shall take into account the business considerations presented by LICENSEE. CITY shall have inspection rights to the RV trailers as provided for above. City may not make alterations to the trade fixtures during the term of this LICENSE.

**F. Compliance with Identity Theft Laws and Payment Card Data Security Standards:**

LICENSEE agrees to use his reasonable best efforts to comply in all material respects with all Identity Theft Laws including without limitation, Laws related to:

- 1) Payment Devices;

- 2) Confidential treatment of consumer information; and
- 3) The Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers.

LICENSEE further agrees to use his reasonable best efforts to comply in all material respects with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCIDSS) if, and only if, LICENSEE chooses to accept credit card payments.

#### **SECTION 14. TERMINATION**

LICENSEE shall within 30 days of expiration of the AGREEMENT or the date of termination, if terminated earlier, promptly cease all use of, and operations at, the PREMISES, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by LICENSEE or CITY, normal use and wear and tear thereof excepted. To be clear and to avoid doubt, the CITY is not required to give LICENSEE any further written notice of LICENSEE's duty to promptly cease all use of, and operations at, the PREMISES in the event that the AGREEMENT expires of its own terms. LICENSEE shall cooperate with the CITY in good faith to effectuate an orderly transition of the operation of the PREMISES and FACILITY in the event this AGREEMENT is terminated or expires and/or a new operator of the PREMISES is selected by CITY; provided, however, that the CITY recognizes and acknowledges that unless CITY or the successor operator purchases the trade fixtures, i.e.: pipe corrals, fences and gates (not including the perimeter fence and any gate(s) along the perimeter fence), tractor, storage/tack sheds, rubber mats, stalls and stall roofs, appliances, all tools, two storage/train containers, and hot walker from the business, operations may cease as a result of the possible removal of all fixtures that may be owned by LICENSEE. Further, LICENSEE shall be afforded a reasonable time, but in no circumstances no longer than 60 days after expiration or earlier termination, to access the PREMISES to remove all personal property, farm animals, and all trade fixtures owned by LICENSEE, and to move any boarded horses, with the written consent of the respective owners, to an alternative equestrian facility.

No agreement of surrender or to accept a surrender of the PREMISES and the trailers owned by CITY prior to the expiration or termination of the AGREEMENT shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and LICENSEE. Neither the doing nor omission of any act or thing by any of the officers, agents, or employees of CITY shall be deemed an acceptance of such an early surrender of PREMISES by LICENSEE under this AGREEMENT.

LICENSEE shall repair at his own expense all damage to the PREMISES resulting from removal of his personal property, farm animals, and trade fixtures, as reasonably identified through a written notice from CITY, normal use and wear and tear thereof excepted.

Termination for breach of this AGREEMENT shall follow the process as set forth in the in the Standard Provisions for City Contracts (Rev.9/22 [v.1] ("STANDARD PROVISIONS"), attached hereto as Exhibit A.

#### **SECTION 15. INDEMNIFICATION AND INSURANCE**

LICENSEE shall comply with and follow the indemnification and insurance requirements and guidelines as set forth in the STANDARD PROVISIONS, attached hereto as Exhibit A. LICENSEE

shall provide and maintain the Required Insurance and Minimum Limits set forth in Exhibit D hereto and follow the Instructions and Information on Complying with City Insurance Requirements as set forth in Exhibit D hereto.

#### **SECTION 16. NO OTHER AGREEMENTS**

LICENSEE agrees that any and all prior leases of the PREMISES and any other agreement(s) between the parties are hereby terminated. The LICENSEE also hereby surrenders possession of the PREMISES to the CITY, subject only to the rights and obligations of the parties in this AGREEMENT.

#### **SECTION 17. NOTICES**

##### **A. To RAP**

Unless otherwise stated in this AGREEMENT, written notices via post to RAP shall be addressed to:

Department of Recreation and Parks  
Attention: Concessions Unit  
P.O. Box 86328  
Los Angeles, CA 90086-0610

Written notices via electronic mail to RAP shall be addressed to:

mark.stipanovich@lacity.org

All such notices may be delivered personally, transmitted via electronic mail, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by certified mail. Service in such manner by email, personal delivery, or certified mail shall be effective upon receipt.

RAP shall provide LICENSEE with written notice of any address change within thirty days of the occurrence of the change.

##### **B. To LICENSEE**

The execution of any notice to LICENSEE by RAP or CITY shall be as effective for LICENSEE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may be delivered personally to LICENSEE, sent by email, or may be deposited in the United States mail, properly addressed with postage fully prepaid for delivery by certified mail, or transmitted via electronic mail RAP. Service in such manner by personal delivery, certified mail, or electronic mail shall be effective upon receipt.

Written notices via post to LICENSEE shall be addressed as follows:

ANGEL RODRIGUEZ  
10861 ANDORA AVE.  
CHATSWORTH, CA 91311

Written notices via electronic mail to LICENSEE shall be addressed to:

[angelstonepoint@gmail.com](mailto:angelstonepoint@gmail.com)

LICENSEE shall provide RAP with written notice of any address change within thirty days of the occurrence of the change.

A copy of any notice deliver to LICENSEE shall be delivered contemporaneously to his legal counsel via email to:

[manny@lawmet.com](mailto:manny@lawmet.com)

## **SECTION 18. APPLICATION OF STANDARD PROVISIONS**

All provisions within the Standard Provisions for City Contracts (Rev.9/22) [v.1] (“Standard Provisions”, Exhibit A) are incorporated herein. The term “CONTRACTOR” in the Standard Provisions shall refer to LICENSEE.

## **SECTION 19. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provisions for City Contracts (Rev.9/22 [v.1])
- B. Premises Map
- C. Remittance Advice Form
- D. Form Gen. 146 – Insurance Requirements; Instructions for Submitting Proof of Insurance
- E. Form General No. 87 “Non-Employee Accident or Illness Report”
- F. Special Occurrence and Loss Report

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this **AGREEMENT** to be executed on its behalf by its duly authorized Board of Recreation and Park Commissioners, and LICENSEE has executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through the Board of Recreation and Park Commissioners.

BOARD OF RECREATION AND PARK  
COMMISSIONERS

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
President

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Secretary

LICENSEE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Deputy City Attorney

Los Angeles Business Tax Registration Certificate Number: \_\_\_\_\_

AGREEMENT Number: \_\_\_\_\_

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive



and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.



**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

#### Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

#### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

#### Professional Liability (Errors and Omissions)

Discovery Period \_\_\_\_\_

#### Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

#### Surety Bonds - Performance and Payment (Labor and Materials) Bonds

#### Crime Insurance

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_







**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Attn: Concessions Unit  
P.O. Box 86328  
Los Angeles, CA 90086-0610**

**REMITTANCE ADVICE FORM  
STONE POINT RANCH EQUESTRIAN CENTER**

PERIOD COVERED: From: \_\_\_\_\_ To: \_\_\_\_\_

<b>CATEGORY</b>	<b>FLAT FEE</b>	<b>\$3,000.00/mo</b>		<b>=</b>	
-----------------	-----------------	----------------------	--	----------	--

LATE RENT FEE: All payments are due by the 15th calendar day of each month for the previous month.

OCCUPANCY TAX: Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of Charges paid. (Exemption may apply.)

LATE OCCUPANCY TAX FEE: Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months.

**SUB-TOTAL DUE:** \$ -

ADJUSTMENTS\*: Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ -

\*NOTE: All adjustments and/or amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

**TOTAL AMOUNT DUE:** \$ -

I hereby certify that this is a true and correct record of the period stated above:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 03/29/2023

Agreement/Reference: RFP - Stoney Point Ranch Equestrian Center

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	<b>Limits</b>
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party</u>	<u>1,000,000</u>
<input type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct _____</span> <input type="checkbox"/> Fire Legal Liability <u>500,000</u> <input type="checkbox"/> \$5M Umbrella Liability Coverage; Broad Form Liquor Liability (if serving alcohol) _____	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input checked="" type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	<u>1,000,000</u>
Discovery Period <u>12 months after completion of work or date of termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	
<input type="checkbox"/> _____	
<input checked="" type="checkbox"/> <b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds	<u>100% of contract price</u>
<input type="checkbox"/> <b>Crime Insurance</b>	

**Other:** Provided to: Mark Stipanovich  
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>  
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

# Required Insurance and Minimum Limits

Name: Angel Rodriguez

Date: 12/04/2023

Agreement/Reference: License Agreement for the Operation and Maintenance of the Stoney Point Ranch Equestrian Center

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

**Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory  
EL \$ 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** City of Los Angeles must be named as an additional insured party

\$ 1,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability 500.000

with \$2,000,000 aggregate

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

1,000,000

**Professional Liability** (Errors and Omissions)

Discovery Period 12 months after completion of work or date of termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

**Crime Insurance**

**Other:** Provided to: Mark Stipanovich

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the



Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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Orig.. City Attorney m/s 140  
 Dup. Risk Manager m/s 625-24  
 Trip. Dept. Area Office or Division Head

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

Department Reporting Recreation and Parks
--

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I – PERSONAL DATA**

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER

**PART II – ACCIDENT/INJURY**

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

**PART III – WITNESSES**

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART IV – STATEMENT OF INJURED PARTY OR WITNESS**

21.
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**PART V – EMPLOYEE FILING REPORT**

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

# SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

\_\_\_\_\_

Exhibit F

SEE INSTRUCTIONS ON PAGE 2					
1. NAME OF FACILITY		DATE OF OCCURRENCE	TIME:	A.M.	P.M.
2. SUBJECT OF REPORT					
3. EXACT LOCATION OF OCCURRENCE					
4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY					
5.					ESTIMATE OF DAMAGES
6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)					
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE	DEPT. NO.	SERIAL NO.	APPROX. VALUE	
7.					TOTAL
8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION					AMOUNT
9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL
10. WHO DISCOVERED LOSS? NAME		TITLE	DATE	TIME:	A.M. P.M.
11. HOW WAS ENTRANCE GAINED?					
12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME		TITLE	DATE	TIME:	A.M. P.M.
13. WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO D.R. NUMBER					
14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO WORK ORDER					
15. PERSONS INVOLVED: <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT					
NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16. IF VEHICLE INVOLVED: YEAR MAKE		LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.		
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.					
18. REPORT SUBMITTED BY:		NAME	TITLE	DATE	

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.