

other breach by ASM of any term or condition of this AGREEMENT other than the failure of ASM to timely make the particular payment so accepted.

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 ASM 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 chargeable to ASM, and charge ASM 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 ASM.

## **SECTION 10. MAINTENANCE OF PREMISES**

**A.** During all periods that the PREMISES are used or are under the control of ASM for the uses, purposes, and occupancy aforesaid, ASM staff shall perform all necessary damage/maintenance repairs, including general exterior appearance of all equipment and facilities and regular graffiti removal, to the satisfaction of the DEPARTMENT. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

**B.** ASM shall complete and submit to the DEPARTMENT a "Special Occurrence and Loss Report," 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. The DEPARTMENT shall provide blank forms for this purpose.

### **C. Damage or Destruction to Premises**

#### **a. Partial Damage**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of ASM, its agents, officers, or employees, ASM shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

#### **b. Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the

PREMISES are fully restored and certified by DEPARTMENT as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of ASM, its agents, officers, or employees, said fees and charges will not abate and ASM shall be responsible for the cost and expenses incurred in making such repairs.

**c. Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, ASM may terminate this AGREEMENT in its entirety as of the date of such damage or destruction; provided, however, that if said destruction is caused by the negligent acts or omissions of ASM, its agents, officers, or employees, ASM shall be responsible for reimbursing CITY for the cost and expense of rebuilding or replacing the portions(s) of the PREMISES that were destroyed.

**d. Limits of CITY'S Obligation Defined**

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by ASM at the commencement of its operations hereunder.

**D. Pest Control**

ASM shall perform pest control at the PREMISES. ASM shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES in clean condition. DEPARTMENT may direct ASM to take additional measures to abate pests, which are an immediate threat to public health or safety.

**SECTION 11. PROHIBITED ACTS**

ASM shall not:

1. Use the PREMISES to conduct any other business operations of ASM not related to the Los Angeles Equestrian Center;

2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the FACILITY operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of the DEPARTMENT;
5. Overload any floor or roof on the PREMISES;
6. Not including boarder's and trainer's personal item storage, place any additional lock of any kind upon any window or interior or exterior door on the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to DEPARTMENT any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by ASM, and in the event of the loss of any keys furnished by DEPARTMENT, ASM shall pay CITY, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase (except in connection with increased or changed usage) the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of DEPARTMENT, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude ASM from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials, substance or waste as defined in Section 25260 of the California Health and Safety Code, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude ASM from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are

appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;

9. Permit undue loitering on or about the PREMISES or allow any individual(s) to live or stay overnight on the PREMISES, unless pre-approved by the DEPARTMENT;
10. Use the PREMISES in any manner that will constitute waste;
11. Use or allow the PREMISES to be used for any improper, immoral or unlawful purposes.
12. Install or allow the installation of video games, or vending machines including but not limited to Automated Teller Machines (ATMs) without the prior written approval of the DEPARTMENT.
13. Permit gambling on the PREMISES or install or operate or permit to be installed or operated thereon, any device which is illegal; or use the PREMISES or permit it to be used for any illegal business or purpose.
14. Permit smoking on the FACILITY PREMISES, in conformance with AB13 California Smoke-Free Workplace Law and City and County regulations.

Any exceptions to this policy will require the prior written approval of the DEPARTMENT.

## **SECTION 12. NUMBER OF ORIGINALS**

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each party

## **SECTION 13. RATIFICATION LANGUAGE**

Due to the need for the ASM'S services to be provided continuously on an ongoing basis, ASM 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 14. PERFORMANCE DEPOSIT**

- A. ASM shall provide the DEPARTMENT a sum equal to One Hundred Fifty Thousand Dollars (\$150,000.00) for the term of the AGREEMENT ("Deposit").
- B. ASM's Deposit shall be in the form a cashier's check drawn on any recognized local bank, which cashier's check is payable to the order of the City of Los

Angeles.

- C. ASM unconditionally agrees that in the event of any material default of this AGREEMENT by ASM and consequent termination by CITY, CITY shall have full power and authority to use the Deposit in whole or in part to indemnify CITY. All deposits of cash or checks must be immediately so deposited by the DEPARTMENT.
- D. Deposit shall be returned to ASM and any rights assigned to Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and the later of (i) any exit audits and inspections performed in conjunction with the AGREEMENT, or (ii) ninety (90) days thereafter. The CITY reserves the right to deduct from the Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by ASM as shown by any exit audits performed by CITY, or as compensation to CITY for material breach by ASM of this AGREEMENT. ASM shall have the right to challenge the accuracy of such audit and/or the propriety of any claim by CITY against the funds, and in the event that the parties fail to reach AGREEMENT concerning the disposition of the funds, may institute appropriate dispute resolution or legal proceedings.

#### **SECTION 15. TAXES, PERMITS, AND LICENSES**

- A. ASM shall obtain and maintain 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, building permits, police and fire permits, etc.
- B. ASM shall pay as an operations expense all applicable CITY, STATE and Federal taxes associated with ASM'S business activities in performance of the services required in AGREEMENT, including any possessory interest tax pursuant to California Revenue and Taxation Code Section 107.6. By executing this AGREEMENT and accepting the benefits thereof, ASM may be creating a property interest known as "possessory interest" which may be subject to property taxation. ASM, as the party in whom the possessory interest would be vested, shall be responsible for the payment of all property taxes as an operations expense, if any, levied upon such interest. ASM acknowledges that the notice required under California Revenue and Taxation Code section 107 .6 has been provided.
- C. During the entire term of the AGREEMENT, ASM must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.)

#### **SECTION 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY, INDIRECT TRANSFERS RESULT IN CITY'S RIGHT TO TERMINATE**

ASM shall not under-let or sub-let the subject 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 assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY. Neither the 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 FACILITY rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrance, pledgee or other lien holder, successor or purchaser

ASM may not, without prior written permission of the DEPARTMENT:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment, except that the parties acknowledge that the foregoing does not preclude the assignment by ASM of its rights to receive fees hereunder to its lender(s) as collateral security for ASM'S obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover ASM'S rights to manage, promote or operate the Facility hereunder.
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

## **SECTION 17. BUSINESS RECORDS**

- A. ASM shall maintain for three (3) years after termination of this AGREEMENT all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by DEPARTMENT, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for at least three (3) years thereafter.
- B. Employee Fidelity Bonds  
Adequate employee fidelity bonds may be required to be maintained by ASM, covering all its employees who handle money.
- C. Cash And Record Handling Requirements  
If requested by the DEPARTMENT, ASM shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the FACILITY, which shall be submitted to DEPARTMENT for approval.
- D. ASM shall be required to maintain a method of accounting in compliance with Generally Accepted Accounting Principles of the FACILITY, which shall correctly and accurately reflect the gross receipts and disbursements received or made

by ASM from the operation of the FACILITY. The method of accounting, including bank accounts, established for the FACILITY shall be separate from the accounting systems used for any other business operated by ASM or for recording ASM'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Point of Sales shall be retained so that day-to-day sales can be identified.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

**E. Method of Recording Gross Receipts**

Unless otherwise specified in the AGREEMENT, ASM and approved subcontractors shall obtain and install a point-of-sale (POS) system on which it shall record all gross sales. The POS shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. ASM shall not purchase or install the POS before obtaining the DEPARTMENT'S written approval of the specific POS to be purchased. All POS shall have a price display, which is and shall remain at all times visible to the public.

**F. Annual Statement of Gross Receipts and Expenses**

ASM shall transmit certified financial statements for the FACILITY operations, prepared in a form and by a Certified Public Accounting firm acceptable to the DEPARTMENT, within 90 days of the conclusion of the foregoing AGREEMENT year during the term of the AGREEMENT. Notwithstanding the expiration of the AGREEMENT, the certified financial statements provisions shall survive the expiration of the AGREEMENT and the final certified financial statements shall be filed on or prior to March 1st of the calendar year after the expiration of the AGREEMENT.

The annual certified financial statements shall include an attachment containing the following information for each horse show/special event of the preceding calendar year:

- a. All actual revenue, categorized by source (i.e. boarding, banquets, etc.)

Failure to provide the certified financial statements described above, within the prescribed time allowed, shall be cause for the DEPARTMENT to call for an immediate audit of the FACILITY operations. ASM shall be charged for the full cost of labor, mileage, and materials expended in the investigation and

preparation of the audit, plus 30 percent (30%) of said costs for administrative overhead.

All records obtained or created in connection with CITY'S inspections of record or audits, will be or become subject to public inspection and production as public records, except to the extent that certain records or information are not required by law to be disclosed.

All documents, books and accounting records shall be open for inspection and reinsertion at any reasonable time during the term of the AGREEMENT, and for a reasonable period, not to exceed one year, thereafter. In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by ASM and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by ASM to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, ASM shall pay CITY within 30 days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, ASM shall also pay the cost of the audit.

## **SECTION 18. REGULATIONS. INSPECTION. AND DIRECTIVES**

### **A. Constitutional and Other Limits on ASM'S Rights to Exclusivity**

Notwithstanding exclusivity granted to ASM by the terms of this AGREEMENT, the CITY in its discretion may require ASM, without any reduction in rent or other valuable consideration to ASM, 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 the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

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

ASM shall comply with:

- a. 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 FACILITY;
- b. Any and all orders, directions or conditions issued, given, or imposed by DEPARTMENT with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
- c. Any and all 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, now in force or which may be hereafter adopted, lawfully exercising authority over ASM's operations; and,

- d. Any and all applicable local, state, and federal laws and regulations, now in force or which may be hereafter adopted, relative to the design and installation of facilities to accommodate disabled persons.

### **C. Permissions**

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

### **D. Right of Inspection**

CITY and the DEPARTMENT, their authorized representatives, agents and employees shall possess and maintain the right to enter upon the PREMISES at any and all times. Said access and/or inspections may be made at any time by persons identified to ASM as CITY employees, or CITY authorized persons. Inspections may be made for the purpose set forth below, however, the enumerations below shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY:

- a. To determine if ASM is complying with the terms and conditions of the AGREEMENT.
- b. To observe transactions between ASM and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed, the courtesy extended to and method of dealing with the public, the performance and caliber of ASM'S employees, subcontractor employees and the methods for recording receipts.

The information gathered on these inspections may be used to evaluate ASM to provide a basis for an action by CITY for the termination, renewal or denial of extensions of the AGREEMENT or for any other appropriate action.

### **E. Control of Premises**

CITY shall at all times retain and possess absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said CITY. Such determination

shall not be unreasonable and shall take into account the business considerations presented by ASM.

#### **F. Business Inclusion Program**

ASM agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms. ASM shall obtain written pre-approval of the DEPARTMENT for all or any sub-consultants and sub-contractors, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, ASM must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit I) when submitting any Event Closing Statement. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit J) and certified correct by ASM or its authorized representative. The completed Schedule C shall be furnished to the DEPARTMENT within fifteen (15) working days after completion of the AGREEMENT.

#### **G. First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the LAAC, as amended from time to time.

ASM shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that ASM estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

ASM further pledges that it will, during the term of the AGREEMENT:

- a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department of Los Angeles (EWDD), which will refer individuals for interview;
- b. Interview qualified individuals referred by EWDD;  
and
- c. Prior to filling any employment opportunity, ASM shall inform the DAA of the names of the Referral Resources used, the names of the individuals

they referred, the names of the referred individuals who ASM interviewed and the reasons why referred individuals were not hired.

Any subcontract entered into by ASM relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

ASM shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that ASM intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's ASM'S evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of the ASM'S subsequent ASM Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject ASM has violated provisions of the FSHO.

#### **H. CEC Form 50**

ASM agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 attached as Exhibit K.

### **SECTION 19. SURRENDER OF POSSESSION**

ASM agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by ASM or CITY.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and ASM. 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 a surrender of the PREMISES utilized by ASM under the AGREEMENT.

## **SECTION 20. NOTICES**

### **A. To CITY:**

Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Special Operations Branch/Concessions Unit  
P. O. Box 86610  
Los Angeles, California 90086-0610

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

CITY shall provide ASM with written notice of any address change within thirty (30) days of the occurrence of said change.

### **B. To ASM:**

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

All such notices may either be delivered personally to ASM or to any officer or responsible employee of ASM or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to ASM shall be addressed as follows:

ASM GLOBAL  
800 W. Olympic Blvd., Suite 309  
Los Angeles, CA 90015  
Attn.: President

With copy to:

ASM Global  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428  
Attn: General Counsel

ASM shall provide CITY with written notice of any address change within thirty (30) calendar days of the occurrence of said address change.

## **SECTION 21. 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. 10/21)[v.4]
- B. Insurance Requirements and Instructions
- C. Premises Map
- D. [Intentionally Omitted]
- E. Form General No. 87 "Non-Employee Accident or Illness Report
- F. Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute to and/or Support City of Los Angeles Park and Programs
- G. Monthly Revenue Report
- H. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- I. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B
- J. Final Subcontracting Report form, Schedule C
- K. CEC Form 50


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, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K,

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and ASM GLOBAL 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 Department of Recreation and Parks

BY:   
Jimmy Kim  
General Manager

DATE: 08/08/2022

BY:   
Mark Rozells  
President, ASM Global  
Arena Management LLC

DATE: 8/4/22

BY:   
Bruce Hanson  
Secretary ASM Global  
Arena Management, LLC

Deputy City Attorney

DATEADA

APPROVED AS TO FORM:

BY:  Steven H. Hong  
Deputy City Attorney

DATE: 8/9/22

Business Tax Registration Certificate Number: **2858497-0001-9**

Internal Revenue Service Taxpayer Identification Number: **23-2511871**

AGREEMENT Number: 3947

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

# 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.

## 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:** \_\_\_\_\_

\_\_\_\_\_

# 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 \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

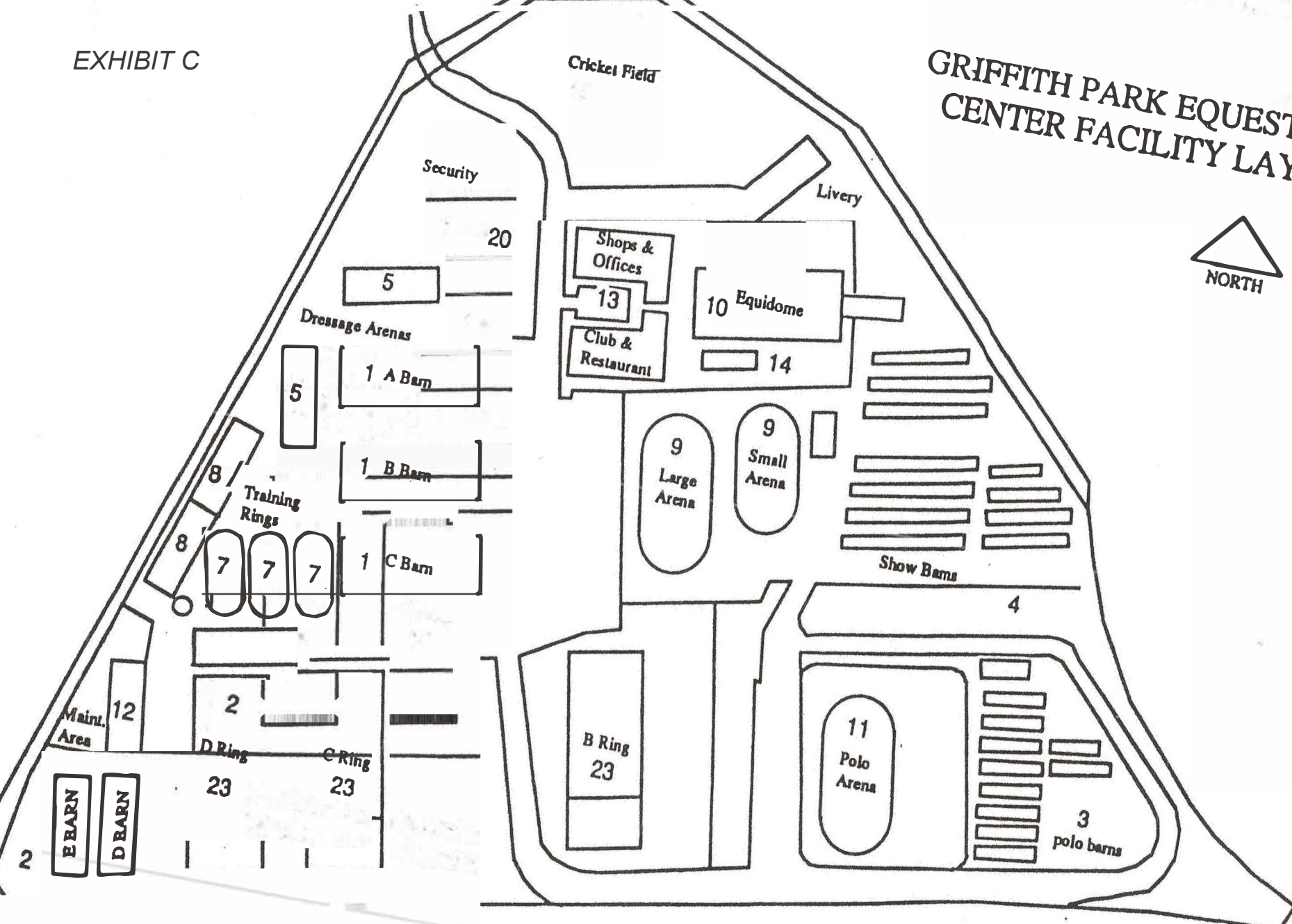
\_\_\_\_ **Crime Insurance**

\_\_\_\_\_

**Other:**

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

# GRIFFITH PARK EQUESTRIAN CENTER FACILITY LAYOUT



Numbers correspond to facilities listed on pages 2 and 3

NOT TO SCALE

EXHIBIT A

IMPROVEMENTS  
CITY-OWNED UPON TERMINATION OF AGREEMENT

1. Barns A, B, and C containing 360 12-foot by 12-foot box stalls with automatic watering facilities and tack lockers and 24 cross ties, and all other appurtenances.
2. Barns D and E containing 120 pipe stalls with automatic watering facilities, and all other appurtenances.
3. Ten Polo Barns containing 186 stalls with automatic watering facilities, two double wash racks, one shaving storage area and all other appurtenances.
4. Eleven show barns containing 385 show stalls and all other appurtenances.
5. Two regulation dressage rings and all appurtenances.
6. Five lighted and fenced paddocks.
7. Three 120 foot by 24-foot lighted and fenced jumping arenas.
8. Two 120-foot by 60-foot lighted and fenced riding arenas.
9. Two show enclosed and lighted arenas, 125-feet by 250-feet and 150-feet by 300-feet.
10. One covered arena with seating for 4000 spectators and all other appurtenances.
11. One polo practice arena.
12. One maintenance building and all appurtenances.
13. Restaurant, banquet rooms, commercial area, offices, show offices and all appurtenances.
14. Snack Stand building and all appurtenances.
15. Three restroom buildings and all other appurtenances.
16. Camper parking area with 20 electrical and water hook-ups.
17. All pipe railing, chain link, wood railing, and plastic railing fencing attached to posts recessed into the ground.
18. All block walls.
19. All concrete and asphalt paving.
20. Security Building.

21. All water, gas and electrical systems.
22. Sign structure at entrance approximately. 60-feet high and 72-feet wide.
23. Three 150-foot x 300-foot training rings, two of which are lighted.

**EXHIBIT E**

Form Gen. 87 (R. 4/09)

**City of Los Angeles**

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.
-----

**PART V – EMPLOYEE FILING REPORT**

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

Print Form

**City of Los Angeles Department of Recreation and Parks**  
**Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and**  
**Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs**

The mission of the Department of Recreation and Parks (“RAP”) is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

RAP’s objective is to enhance and expand recreational programs and services through public and private collaborations.

**POLICY:**

RAP recognizes that there are many opportunities and potential benefits to be gained from RAP collaborations with private and public entities for monetary, in-kind (product and/or services), and capital contributions (collectively referred to herein as “Sponsorships”) benefiting RAP facilities, programs, events, services and/or activities. These contributions often merit some form of recognition to acknowledge and thank the sponsor, donor, and/or contributor (collectively, “Sponsors”) for their contribution to RAP. However, it shall be understood that any transaction between RAP and a private and public entity involving the naming of a park, recreation facility, amenity, landmark or other park asset, in exchange for financial support shall be in accordance with the RAP Naming Policy, which is separate and independent of this Policy.

RAP supports, in principle, public-private relationships that generate financial and/or other types of support for RAP’s mission. Accordingly, the Board of Recreation and Park Commissioners (“Board”) has adopted this Sponsorship Recognition Policy (“Policy”) establishing the criteria and setting forth the guidelines and procedures for thanking, acknowledging, and/or recognizing significant contributions provided to RAP by private and public entities. The intent of this Policy is to establish a mechanism under which RAP may thank, acknowledge and recognize private and public entities who contribute to parks and related programs and services for the primary benefit of the general public. The Board has hereby designated RAP’s General Manager or her or his designee (collectively, “GM”) to implement this Policy.

Pursuant to this Policy, RAP shall have the authority to determine the criteria, requirements, and restrictions under which a proposed form of Sponsorship Recognition shall be evaluated and approved, whether included herein or established in the future. It shall be understood that all forms of Sponsorship Recognition shall be temporary in nature, and that the duration of time that such Sponsorship Recognition shall remain in place and/or be in effect is subject to the prior approval of the Board.

RAP shall identify and solicit potential Sponsors, and evaluate Sponsorship proposals from private and public entities in accordance with this Policy, and if such Sponsorship is approved and implemented, shall recognize such Sponsors for providing monetary and/or in-kind support for RAP parks and recreation facilities, programs and/or services, and grant the authority for the Sponsor to associate its name or function with RAP parks and facilities, programs and services, and/or RAP name, as approved by the Board. RAP may provide Sponsorship Recognition, other than a displayed acknowledgement on RAP property (recognition signage), such as but not limited to, use of the RAP name or logo, association with RAP in communications, media opportunities, event participation, and distribution of information and/or product sample.

## **GENERAL PROVISIONS:**

RAP shall retain complete discretion and authority at all times in determining whether, with whom, where, how, and when contributions shall be accepted, Sponsorships approved, and Sponsorship Recognition provided, subject to the approval of the Board. Sponsorship signage shall comply with all applicable laws.

1. Criteria for Sponsorship Agreements. The following criteria, in its entirety, shall be considered in evaluating sponsorship proposals:
  - a. The Sponsorship must support, and conform to, the Mission of RAP.
  - b. The Sponsorship must provide a direct benefit to the park, facility or amenity.
  - c. Sponsorship benefits may be commensurate with the value of the support offered through the Sponsorship.
2. Sponsorship Considerations. RAP shall consider the following when evaluating a Sponsorship proposal.
  - a. The timeliness, readiness, and requirements associated with a potential Sponsor entering into an agreement with RAP.
  - b. Any current or future RAP operating or maintenance costs associated with the Sponsorship or impacts on other agencies.
  - c. The Sponsor's record of responsibility in past involvement with the City, RAP, and/or community.
  - d. Sponsorships, Sponsorship benefits, and Sponsorship Recognition shall enhance rather than detract from the design standards and visual integrity of the sponsored program, activity or facility.
3. Sponsorship Recognition Requirements and Responsibilities. Subject to prior determination by RAP, Sponsorship Recognition requirements and responsibilities may include, but not be limited to the following:
  - a. RAP shall exercise full control and authority over the form and content of the Sponsorship Recognition, including but not limited to, retaining editorial and design control over signage, publications, the sponsor name, logo and all other graphic materials.
  - b. Prior to the implementation of any form of Sponsorship Recognition portraying any physical or intellectual image incorporating the RAP logo or name, and/or indicating the existence of an affiliation between RAP and the Sponsor, such recognition shall be approved by the Board.
4. Sponsorship Benefits. Sponsor benefits may include, but not be limited to:
  - a. Public exposure of corporate logo through placement on RAP publications (facility brochures and program fliers), RAP website and/or social media, on apparel (for participants and volunteers), or on other materials such as bags, or giveaways.
  - b. Recognition through press and other events, and media mentions.
  - c. Participation in RAP events.
  - d. Distribution of product samples at RAP events and/or facilities.
  - e. The placement of a Sponsor logo on an athletic field or court surface.

- f. Recognition Signage. In addition to the general provisions of this Policy, the following shall be considered when determining the appropriateness of placing Recognition Signage on park property.
    - (i) Recognition Signage may include, but not be limited to, banners, wraps, plaques, placards, dasher boards, or signs.
    - (ii) RAP shall maintain control over the printing, manufacturing, or otherwise fabricating of Recognition Signage to be placed on park property, and shall oversee the installation of all Recognition Signage, which may be accomplished by RAP staff or by a third party acting under RAP's direction and control, whether funded at Contributor's expense or RAP's expense.
    - (iii) Signage in recognition of a Sponsor's furtherance of RAP's mission through contributions in support of RAP programs or activities, and/or improvement of RAP facilities, shall expressly include a phrase confirming that RAP is recognizing, acknowledging, and/or thanking the Sponsor, which text shall be prominently featured, and of a reasonable size proportionate to space and location, and identifying RAP as the entity responsible for the content and placement of the Sponsorship Recognition.
5. Sponsorship and Recognition Restrictions. In general, the following shall be restricted under this Policy:
- a. Sponsorship Restrictions:
    - (i) A company or organization, or subsidiary, that conducts or has business or operational activities substantially derived from or involved with the sale, production, or distribution of alcohol, tobacco, firearms, pornography, or any other business or activities regarded as "adult oriented".
    - (ii) A Sponsorship that could cause a conflict of interest or policy deviation.
    - (iii) A Sponsorship made conditional upon RAP performance with respect to level of public participation or response, event outcome, or objectives achieved.
    - (iv) An individual Sponsor that limits RAP's ability to seek other sponsorship opportunities, unless agreed to by RAP.
  - b. Recognition Signage Restrictions:
    - (i) The placement of individual Recognition Signage shall not limit RAP's ability to seek other Sponsorship opportunities, unless agreed to by RAP.
    - (ii) Billboards shall not be authorized under this Policy for use on park property.
    - (iii) Signs that contain a call to action by a commercial sponsor, for the public or RAP to purchase a good or service, shall not be authorized for use on park property.

## **SPONSORSHIP RECOGNITION APPROVAL REQUIREMENTS**

Prior to any form of Sponsorship Recognition being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration by the Board, which shall be provided in a report detailing the scope of the proposal (sponsorship, donation, cost, funding, duration, etc.) and the terms and conditions of any related Sponsorship Agreement, when applicable.

**City of Los Angeles**  
**Department of Recreation and Parks**  
 Concessions Unit/Finance Division

**EXHIBIT G**

P.O. Box 86328  
 Los Angeles, CA 90086

(213) 202-3280  
 Fax (213) 202-2678

**MONTHLY REVENUE REPORT**

Name: \_\_\_\_\_ Period From \_\_\_\_\_ To \_\_\_\_\_

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

Location: \_\_\_\_\_

Category of Sales	Gross Revenue	Minus Sales Tax	Net Sales
<b>Food/Non-Alcoholic Beverages</b>			
<b>Alcoholic Beverages</b>			
<b>Boarding</b>			
<b>Grounds Rentals</b>			
<b>Equine Shows</b>			
<b>Vehicle Parking</b>			
<b>RV Parking</b>			
<b>Commercial Filming</b>			
<b>Livery Rentals</b>			
<b>Facility Commercial Rentals</b>			
<b>Third Party Special Events</b>			
<b>Admissions</b>			
<b>Sponsorships/Advertising</b>			
<b>Equine Association Fees</b>			
<b>Horse Sales</b>			
<b>Membership Fees</b>			

Additions (Specify): \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Adjustments (Specify): \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Occupancy Tax (Quarter): \_\_\_\_\_ \$ \_\_\_\_\_

**Total Due This Report: \$ \_\_\_\_\_**

I hereby certify that this is a true and correct copy of the receipts for the period stated above.

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



**EXHIBIT I**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Consultant</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT		
<b>TOTAL MBE PARTICIPATION</b>	\$	%		
<b>TOTAL WBE PARTICIPATION</b>	\$	%		
<b>TOTAL SBE PARTICIPATION</b>	\$	%		
<b>TOTAL EBE PARTICIPATION</b>	\$	%		
<b>TOTAL DVBE PARTICIPATION</b>	\$	%		
<b>TOTAL OBE PARTICIPATION</b>	\$	%		
			<b>Printed Name of Person Completing this Form:</b>	
			<b>Title:</b>	<b>Date:</b>

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Bidder Certification

## CEC Form 50

<b>Bid/Contract Number:</b>	<b>Department:</b>
-----------------------------	--------------------

<b>Name of Bidder:</b>	<b>Phone:</b>
------------------------	---------------

**Address:**

**Email:**

**CERTIFICATION**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City’s living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

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

Title: \_\_\_\_\_

*Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.*

## Los Angeles Administrative Code § 10.40.1(h)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

## Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

BOARD OF COMMISSIONERS

**RENATA SIMRIL**  
PRESIDENT

**LUIS SANCHEZ**  
VICE PRESIDENT

**FIONA HUTTON**  
**MARIE LLYOD**  
**BENNY TRAN**

**TAKISHA SARDIN**  
BOARD SECRETARY  
(213) 202-2640



**KAREN BASS**  
MAYOR

**JIMMY KIM**  
GENERAL MANAGER

**MATTHEW RUDNICK**  
EXECUTIVE OFFICER

**CATHIE SANTO DOMINGO**  
ASSISTANT GENERAL MANAGER

**BELINDA JACKSON**  
ASSISTANT GENERAL MANAGER

**BRENDA AGUIRRE**  
ASSISTANT GENERAL MANAGER

(213) 202-2633

March 01, 2024

Sent via email

Angel Rodriguez  
10861 Andora Avenue  
Chatsworth, CA 91311

Attention: Angel Rodriguez

Gentlepersons:

Attached is the executed two (2) year License Agreement No. 4007 between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and Angel Rodriguez, for the operation and maintenance of the Stoney Point Ranch Equestrian Center (Ranch).

If you have any questions with regard to the Agreement at this time, please contact the undersigned at (213) 202-2640.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

**TAKISHA SARDIN**  
Commission Executive Assistant II

Attachment: License Agreement No. 4007

cc: City Controller  
City Attorney  
Departmental Chief Accountant  
Mark Stiponavich, Management Analyst, Special Operations Branch



**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, may reside in, access, or otherwise use the residence buildings, including the house, on the PREMISES for any purpose. Further, no person, other than 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;

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.

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**

- 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: 03/01/2024  
President

BY:  DATE: 02/29/2024  
Secretary

LICENSEE

BY:  DATE: 2-26-24

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

BY:  Steven Hong DATE: 3/1/24  
Deputy City Attorney

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

AGREEMENT Number: 4007

**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

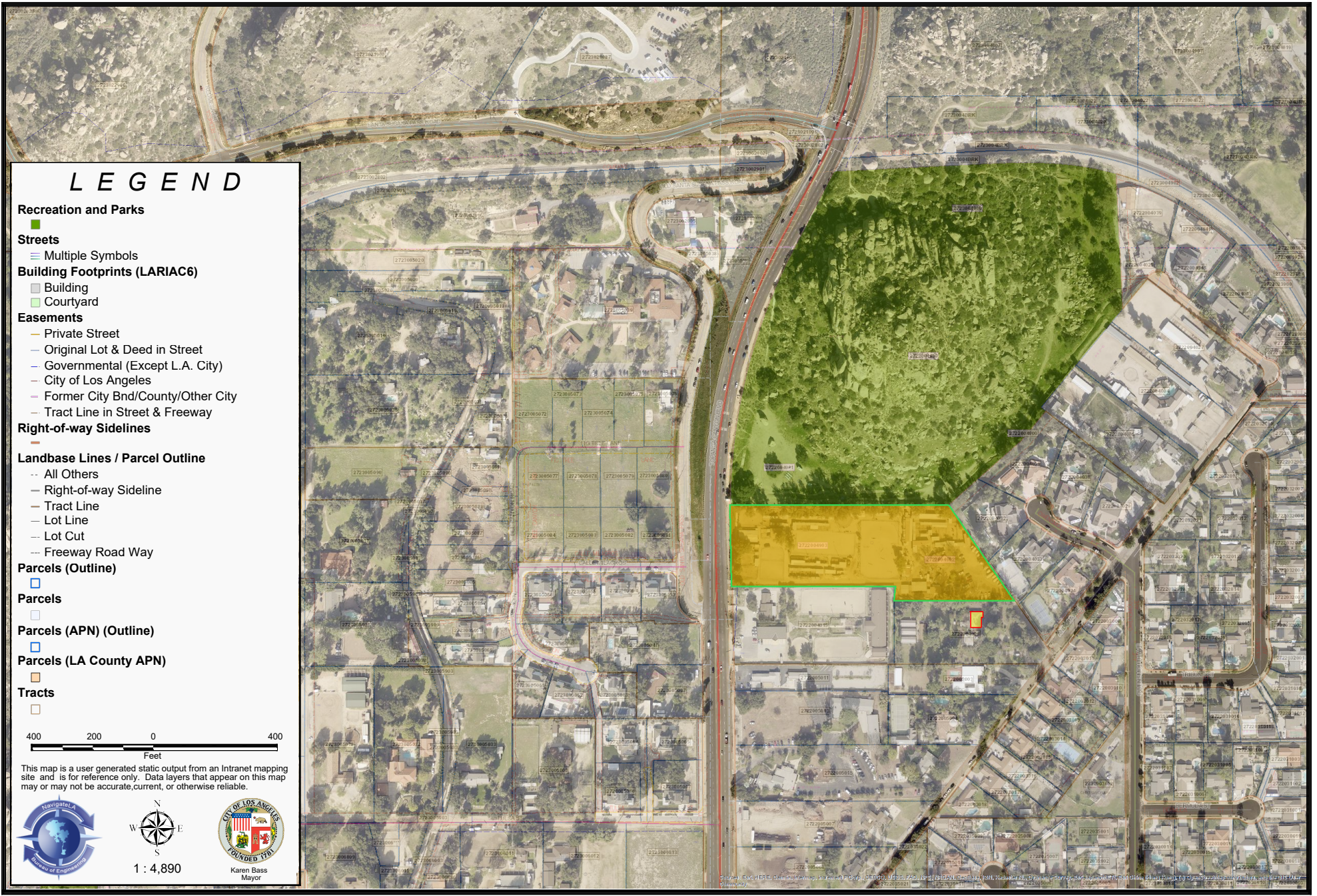
#### Crime Insurance

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

\_\_\_\_\_

\_\_\_\_\_

# Exhibit B: Stoney Point Ranch Equestrian Center (yellow highlight)



**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: 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.

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.
-----

**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.

# GRADE SHEET

Unless otherwise specified, all cuts and fills are given from the top of stake to the top of curb or to the invert of a pipe or channel.

LIMITS: SOUTH WEST LOT LINE

TYPE: CONSTRUCTION STAKES

W.O. NO.: EXYMC900

SURVEY DATE: 04/03/2025

JOB TITLE: STONE POINT ACCESS ROAD

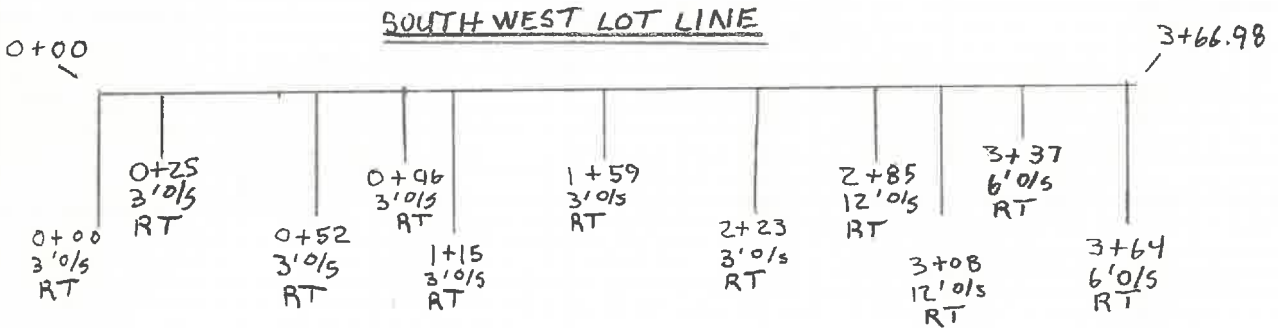
Plan No.: 38424

SURVEY PARTY: RODRIGUEZ R.  
SALISTEAN J.

Change Order No.: \_\_\_\_\_

Indexed: \_\_\_\_\_

References: \_\_\_\_\_



Stake Line Offset: SET 1x2(s) @ OFFSET(S) 3'0/5 - 6'0/5 - 12'0/5 RT

Grade Sheet Calculation Required:

Yes  No \_\_\_\_\_

Date Sent to Engineering: \_\_\_\_\_

EMAIL:

DATE:

BUREAU OF ENGINEERING

CONTRACTOR

Calculated By: SALISTEAN J.

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

Checked By: RODRIGUEZ R.

Telephone: \_\_\_\_\_

Date Completed: 04/03/2025

Received By: \_\_\_\_\_

Issued By: \_\_\_\_\_

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

Return to  
 BUREAU OF ENGINEERING  
 SURVEY DIVISION  
 201 North Figueroa St., Suite 1100  
 Los Angeles 90012

**LEVEL**

NOTE: Additions or changes must be  
 initialed, and dated.

Location: **STONEY POINT ACCESS ROAD**

Job Number **38424**

Datum: \_\_\_\_\_ Adj. / Epoch \_\_\_\_\_

Sheet **2** of **2**

Station	Set	+	HI	Read	—	Elev.	Ref.	Description
0+00								SET IXZ 3'0/5 RT
0+25								
0+52								
0+96								
1+15								
1+59								
2+23								3'0/5 RT
2+85								12'6/5 RT
3+08								12'0/5 RT
3+37								6'0/5 RT
3+64								SET IXZ 6'0/5 RT



SCALE: 1"=80'



FD. 2" I.P., R.C.E.  
8758 PER  
TR. 45417,  
M.B. 1118/92-93

LOT 3  
TR. 45417  
M.B. 1118/91-92

LOT 2  
TR. 45417  
M.B. 1118/91-92

LOT 1  
TR. 45417  
M.B. 1118/91-92

LOT 4  
TR. 45417  
M.B. 1118/91-92

LOT 5  
TR. 45417  
M.B. 1118/91-92

LOT 6  
TR. 45417  
M.B. 1118/91-92

ESTAB. AT REC. DIST.  
(524.85'), ALONG N'LY  
LINE LOT D E/O NW  
COR. LOT D

1001  
0.000  
PROP CDR.

ESTAB. PARALLEL  
W/ W'LY LINE LOT D

PARCEL 2  
INST. NO. 20071966889  
APN: 2722-004-902

105  
0.000  
CP 105 - SPK

ESTAB. PARALLEL  
W/ N'LY LINE LOT D

104  
0.000  
CP 104 - SPK

REQUESTED  
LINE

APN: 2722-004-008

1003  
0.000  
PROP CDR.  
ESTAB. AT REC. DIST.  
(210.00') PER DEED  
REC. 08/22/2007,  
INST. NO. 20071966889

ESTAB. PARALLEL W/  
E'LY LINE LOT D,  
SW'LY LINE TR. 45417

1002  
0.000  
PROP CDR.

72°55'35"  
72°55'35" R1

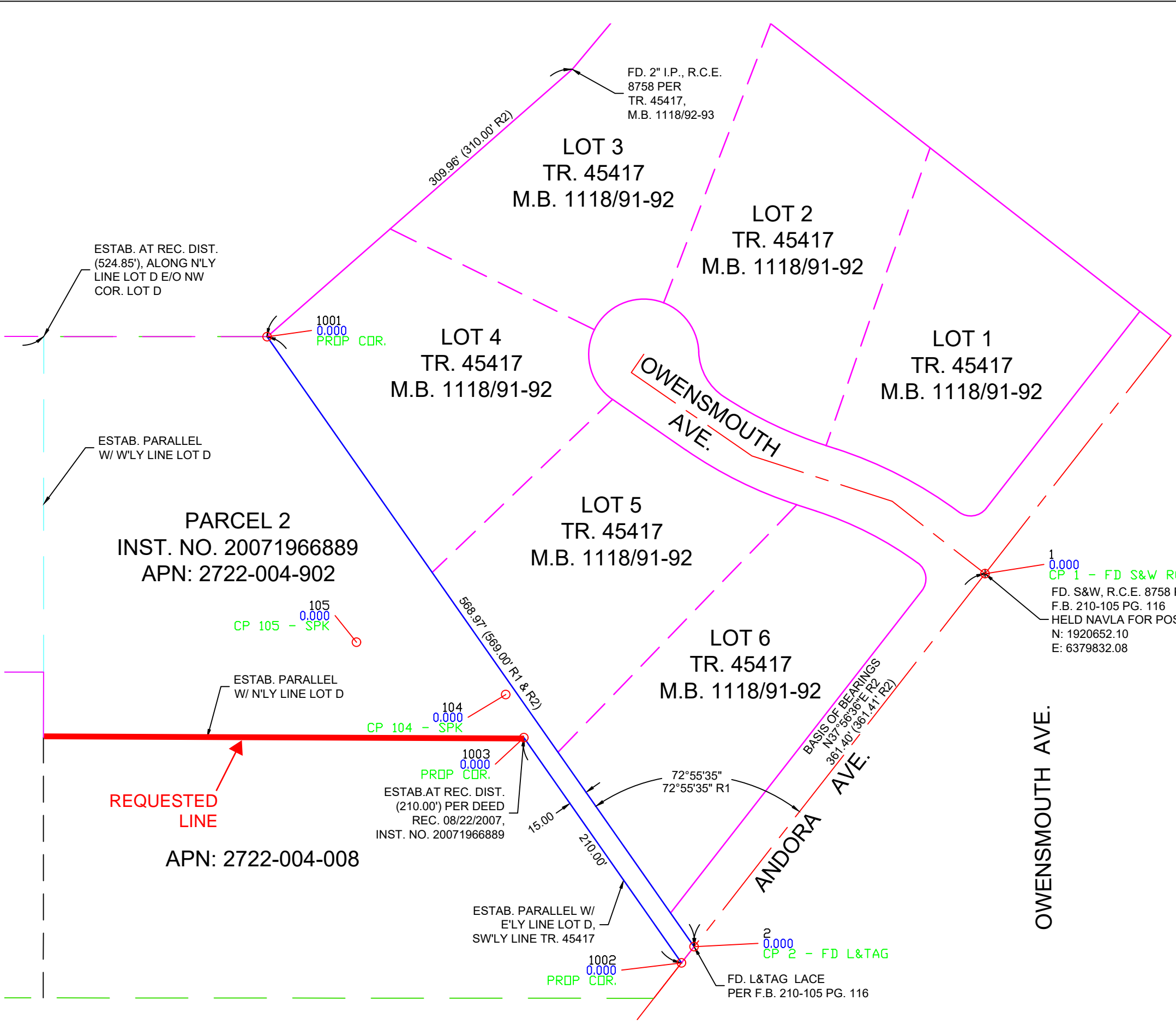
FD. L&TAG LACE  
PER F.B. 210-105 PG. 116

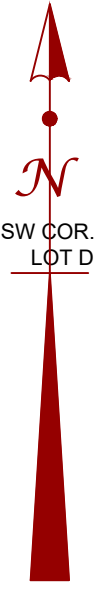
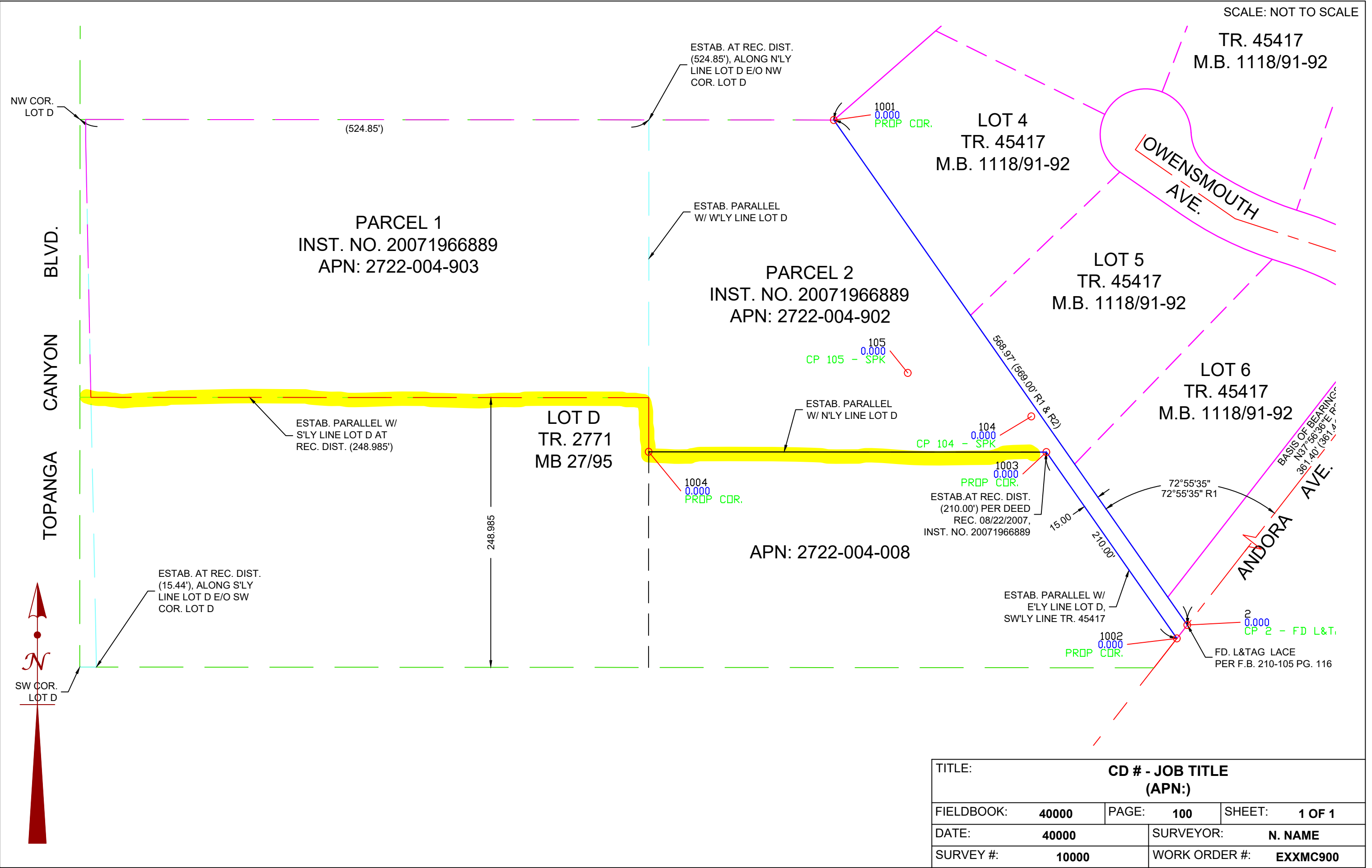
1  
0.000  
CP 1 - FD S&W RCE 8758  
FD. S&W, R.C.E. 8758 PER  
F.B. 210-105 PG. 116  
HELD NAVLA FOR POSITION  
N: 1920652.10  
E: 6379832.08

ANDORA AVE.  
BASIS OF BEARINGS  
N37°56'36"E R2  
361.40' (361.41' R2)

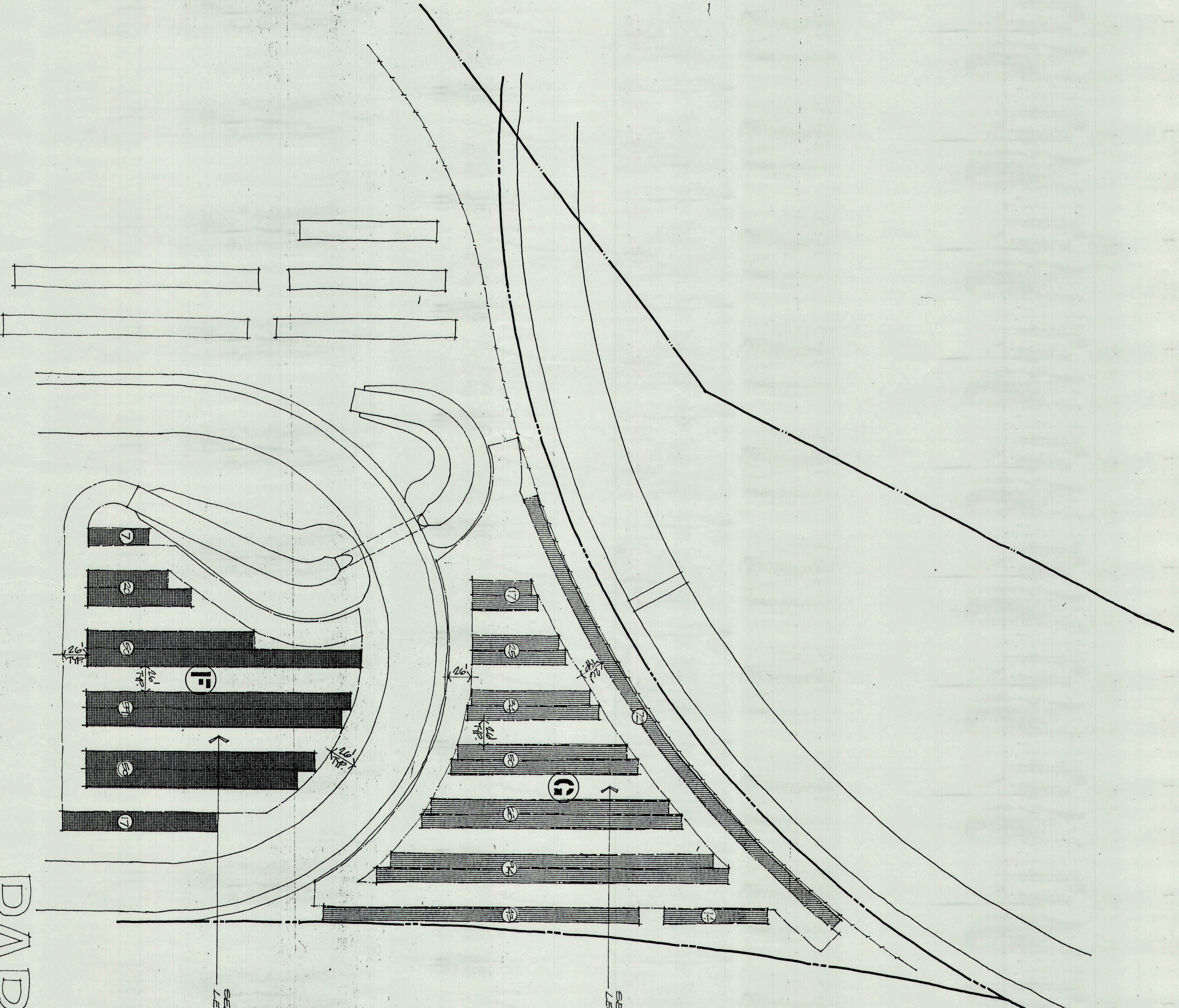
OWENSMOUTH AVE.

CD 12 - STONEY POINT PARK - ACCESS ROAD  
(APN: 2722-004-902)



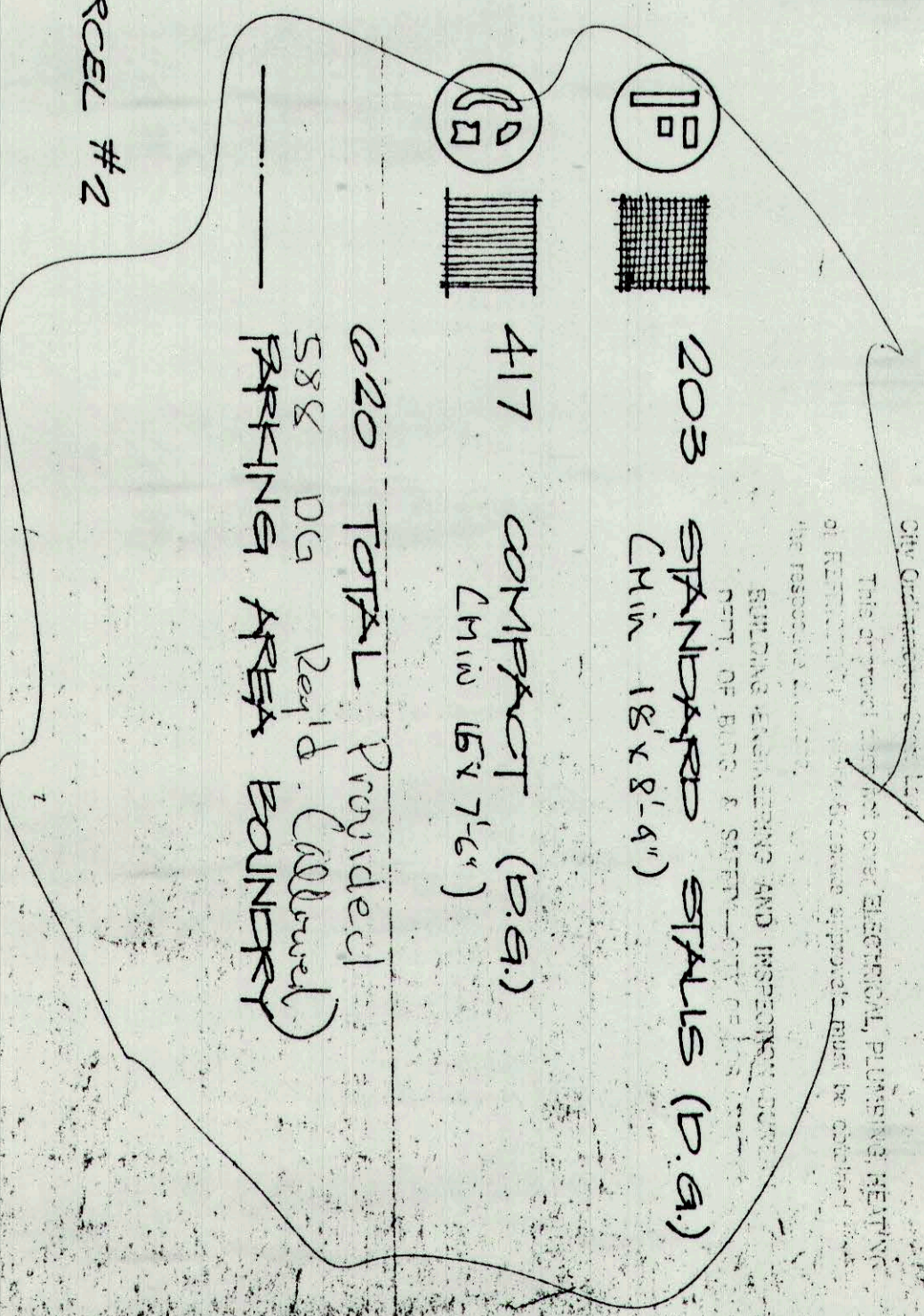


TITLE:		CD # - JOB TITLE (APN:)	
FIELDBOOK:	40000	PAGE:	100
DATE:	40000	SHEET:	1 OF 1
SURVEY #:		WORK ORDER #:	
10000		EXXMC900	



SEE LEGAL DESCRIPTION - PARCEL #1

SEE LEGAL DESCRIPTION - PARCEL #2



NOTE: PER ZONING VARIANCE:  
 Dg PROVIDED IN LIEU OF PARKING  
 NO STRIPING, BUMPERS OR LANDSCAPING PROVIDED  
 PARKING CONTROL PROVIDED @ EVENTS.

**APPROVED**  
 This set of plans and specifications must be strictly followed in construction. It is intended to be used for the construction of building as shown. The contractor shall be responsible for obtaining all necessary permits and for the construction of any provisions of any laws, codes, ordinances, rules and regulations, and for the construction of any provisions of any laws, codes, ordinances, rules and regulations, and for the construction of any provisions of any laws, codes, ordinances, rules and regulations.

# PARKING PLAN

1" = 50'-0"

## GRIFFITH PARK EQUESTRIAN CENTER

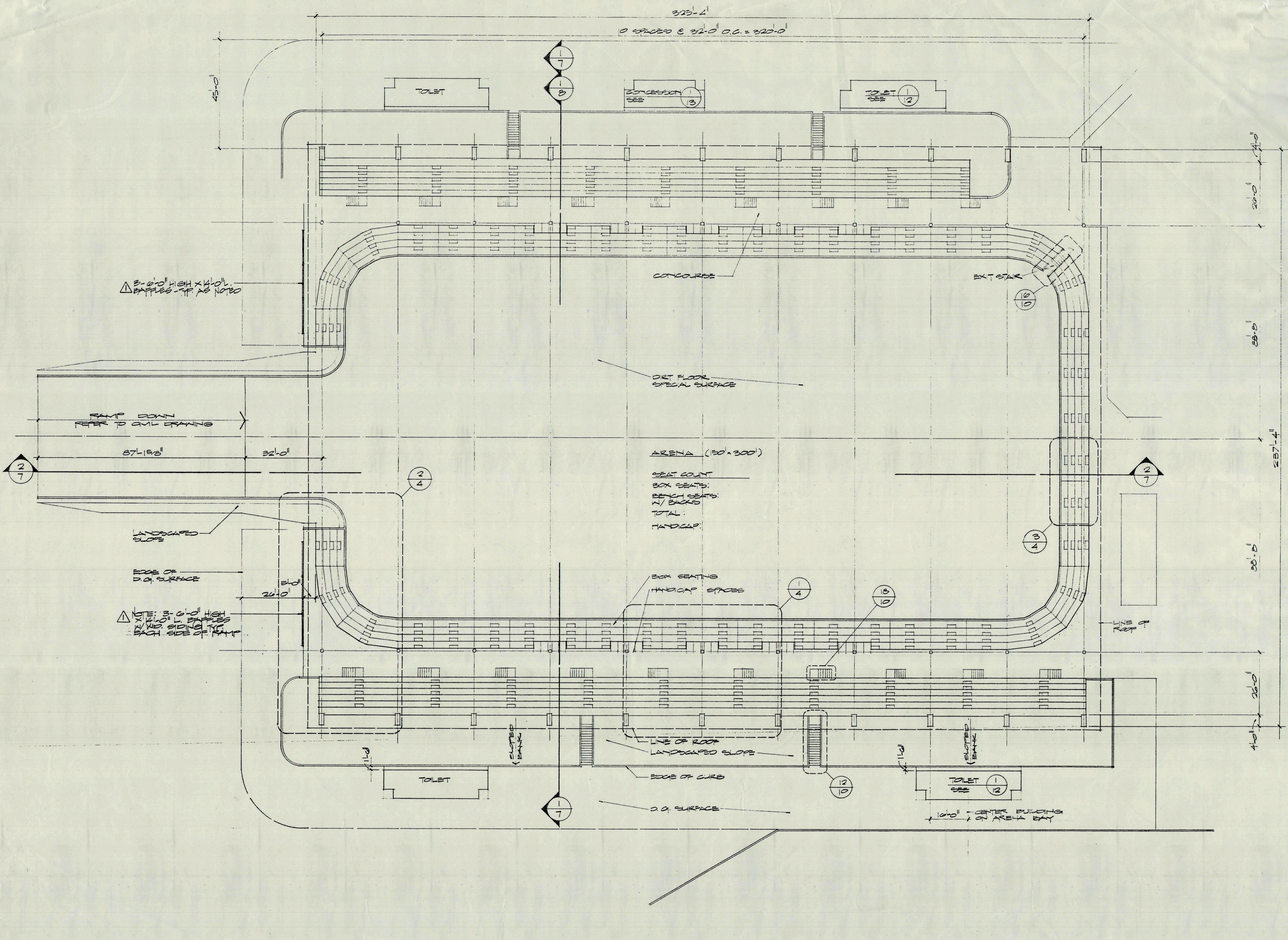
JOB NO. 23-01-000  
 DATE 4/12/82  
 DRAWN F-1  
 APPROVED  
 ARCHITECT

W. TED TYLER & ASSOCIATES  
 ARCHITECTURE  
 PLANNING  
 1828 NORTH MAIN ST. SANTA ANA, CALIF. SUITE 8 (714) 947-0343

**STOLTE**  
 Subs Inc. Developer/General Contractor Oakland, California

2





EQUESTRIAN ARENA FLOOR PLAN

ARENA

GRIFFITH PARK  
EQUESTRIAN CENTER

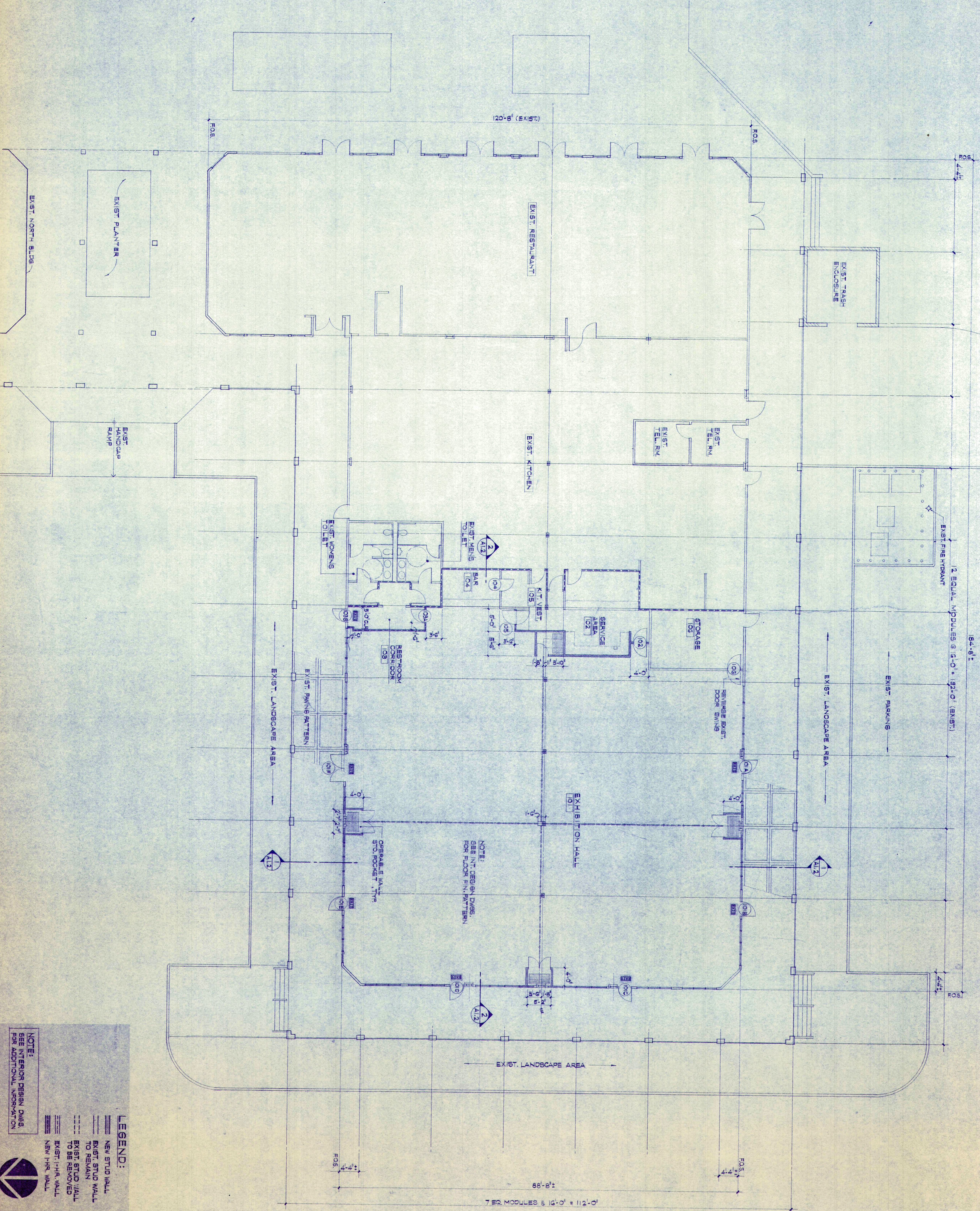
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DATED 1-25-82  
DRAWN FO  
APPROVED  
ARCHITECT

W. TED TYLER & ASSOCIATES  
ARCHITECTURE  
PLANNING  
1608 NORTH MAIN ST., SANTA ANA, CALIF. SUITE B (714) 547-0343

**STOLTE**  
Stolte Inc. Developers/General Contractors Oakland Los Angeles

3

NO.	DATE BY	REVISIONS

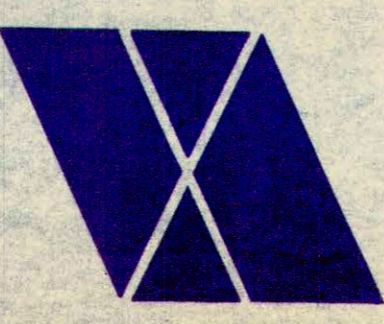


NOTE:  
SEE INTERIOR DESIGN DWGS.  
FOR ADDITIONAL INFORMATION

**LEGEND:**  
 ——— NEW STUD WALL  
 - - - - - EXIST. STUD WALL  
 - - - - - EXIST. STUD WALL  
 - - - - - TO REMAIN  
 - - - - - EXIST. STUD WALL  
 - - - - - TO BE REMOVED  
 - - - - - EXIST. I-HR. WALL  
 - - - - - NEW I-HR. WALL

FLOOR PLAN

**GRIFFITH PARK EQUESTRIAN CENTER**  
 COMMERCIAL BUILDING SOUTH  
 500 Riverside Drive Los Angeles, California



**VITRO ARCHITECTS**  
 5200 WEST CENTURY BOULEVARD  
 LOS ANGELES, CALIFORNIA 90045

SUITE #950  
 (213) 641-1531

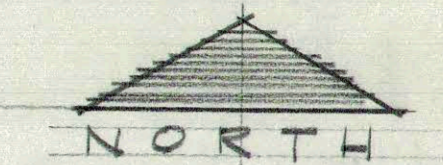
DATE	No.	REVISION

DATE:  
 DRAWN:  
 CHECKED:  
 JOB No.:  
 6002



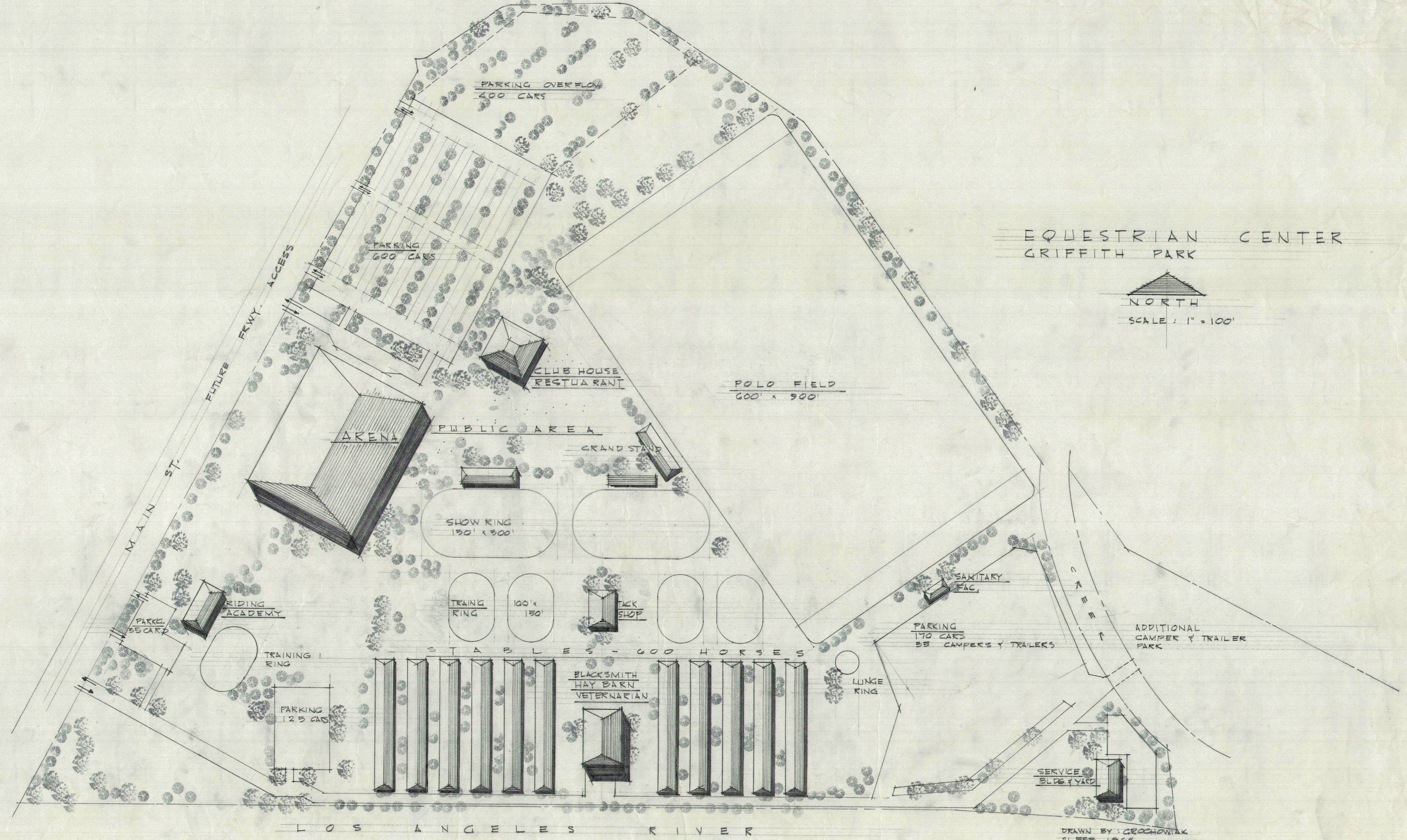
SHEET No.:

EQUESTRIAN CENTER  
GRIFFITH PARK



NORTH

SCALE: 1" = 100'



DRAWN BY: GROCHOWIAK  
21 FEB 1968



NO. DRAWN BY	
NO. CHECKED BY	
NO. REVISIONS	

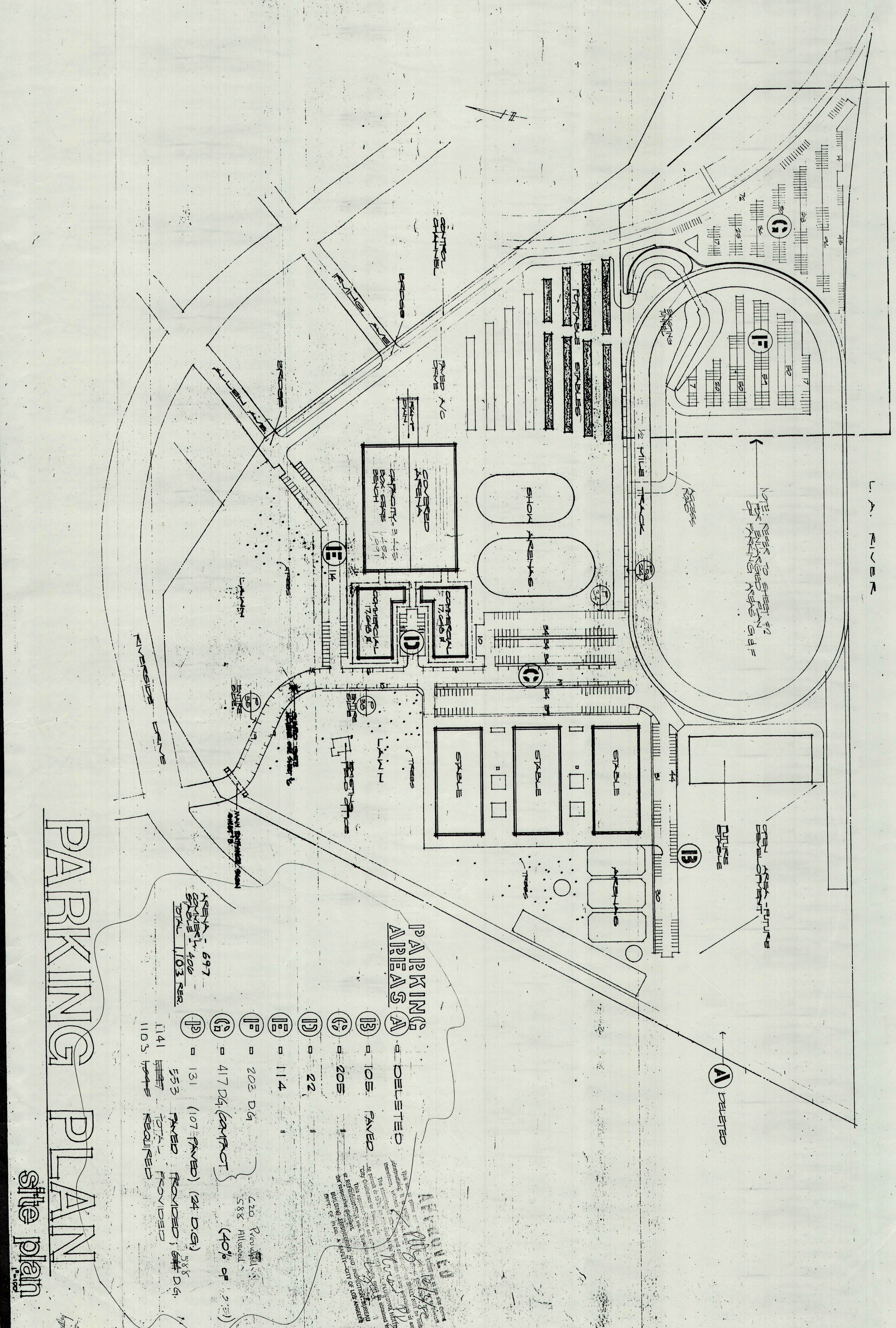
# GRIFFITH PARK EQUESTRIAN CENTER

DATE: 2/21/80  
 DRAWN: ASL 2/21/80  
 CHECKED: [ ]  
 APPROVED: [ ]  
 ARCHITECT: [ ]

W. TED TYLER & ASSOCIATES  
 ARCHITECTURE  
 PLANNING

100 NORTH MAIN ST., SANTA ANA, CALIF. 92701

000150



# PARKING PLAN

site plan

**PARKING AREAS**

A	DELETED
B	105. PAVED
C	205
D	22
E	114
F	202 D.G.
G	417 D.G. (CONTRACT)
H	131 (107 PAVED) (24 D.G.)
I	533 PAVED PROVIDED; 588 TOTAL PROVIDED
J	1141 TOTAL REQUIRED
K	1105 TOTAL REQUIRED

ASBNA - 697  
 SQUARE FT. 400  
 TOTAL 1103 REQ.

220 Provided  
 588 Allowed (40% of 2200)

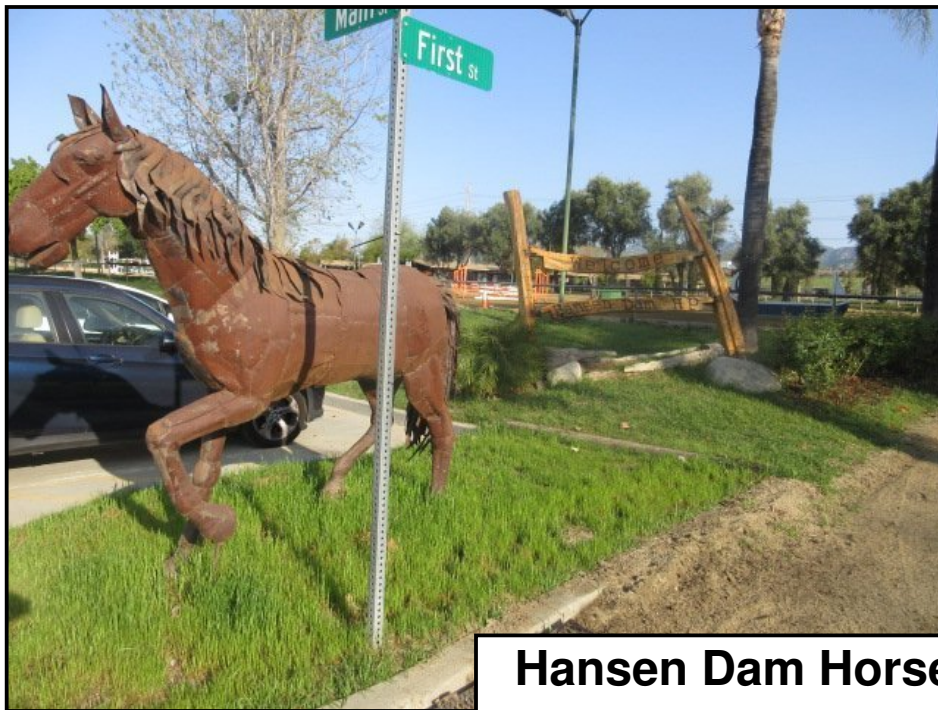
**REVISED**

THIS PLAN IS THE PROPERTY OF W. TED TYLER & ASSOCIATES ARCHITECTURE PLANNING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF W. TED TYLER & ASSOCIATES ARCHITECTURE PLANNING IS STRICTLY PROHIBITED. THE CONSULTANT ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.

Carl Vally  
 2/27/80

# Site Accessibility Evaluation

## Americans with Disabilities Act And Title 24 And Part 2 - California Building Code



### Hansen Dam Horse Park

11127 Orcas Ave  
Sylmar, CA 91342

CASp Evaluation

*Inspection Date: 03/29/2025*  
*Inspector: Jason James, CASp-479*

Prepared By



[ADAaccessConsultants.com](http://ADAaccessConsultants.com)

**Parking**

**Finding: 1**

During the site evaluation, it was indicated that there will be various amounts of parking for different events.

Accessible parking should be provided according the the table shown on this page.

Details for the recommended location are on the following page.

*2010 ADAS Section 208.2*

*Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.*

*2022 CBC 11B (7/1/2024) Section 11B-208.2*

*Parking spaces complying with Section 11B-502 shall be provided in accordance with Table 11B-208.2 except as required by Sections 11B-208.2.1, 11B-208.2.2, and 11B-208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.*

**Citation:**

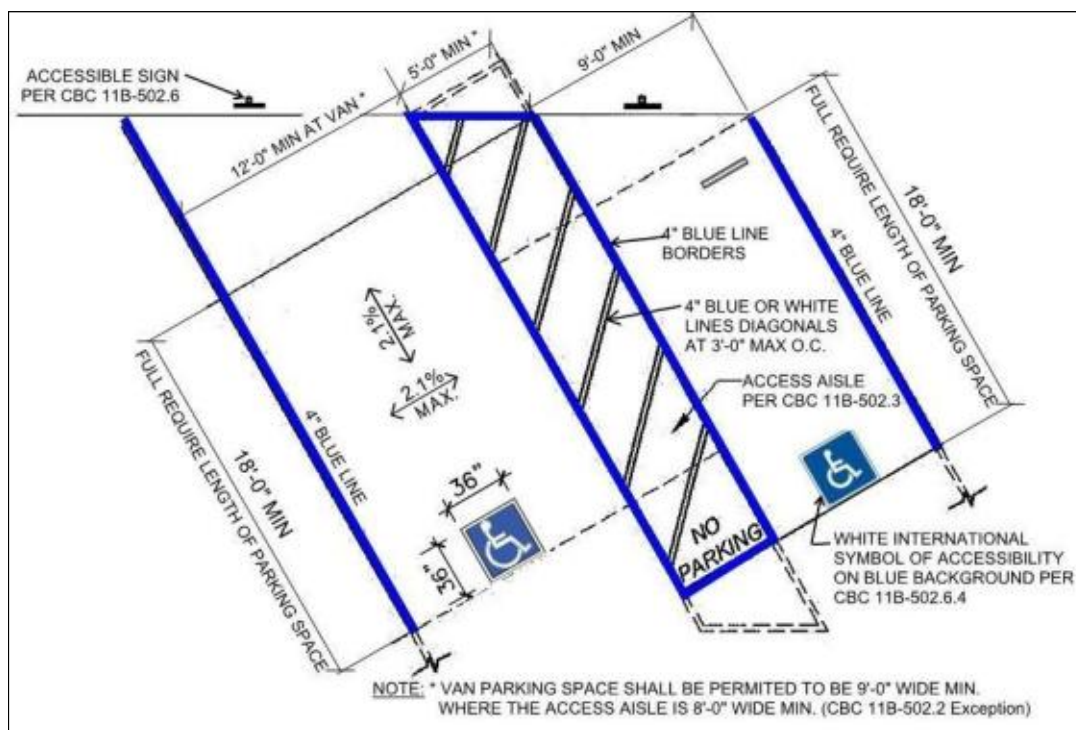
**2010 ADAS Section: 208.2**

**2022 CBC 11B (7/1/2024) Section: 11B-208.2**



Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

Finding: 1 Additional Finding Photos



Finding: 1 Additional Finding Photos



## Parking

### Finding: 2

The accessible parking area should be compact and smooth with no changes in level or slopes exceeding 2%.

Parking spaces and access aisles serving them shall be stable, firm, and slip resistant. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted and shall not be sloped steeper than 2% in any direction.

*2010 ADAS Section 502.4*

*Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted.*

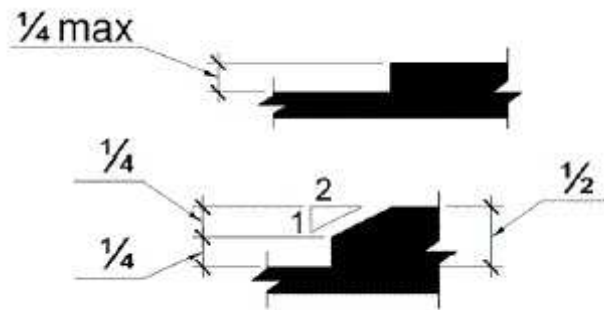
*2022 CBC 11B (7/1/2024) Section 11B-502.4*

*Parking spaces and access aisles serving them shall comply with Section 11B-302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted.*

### Citation:

**2010 ADAS Section: 502.4**

**2022 CBC 11B (7/1/2024) Section: 11B-502.4**



## Accessible Route

### Finding: 3

A ramp will be needed to provide an accessible route into the arena seating area.

The seating area floor level is approximately 50 inches above the ground level. The ramp should be at least 50 feet long, and a switchback ramp may be necessary.

*2010 ADAS Section 303.3*

*Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.*

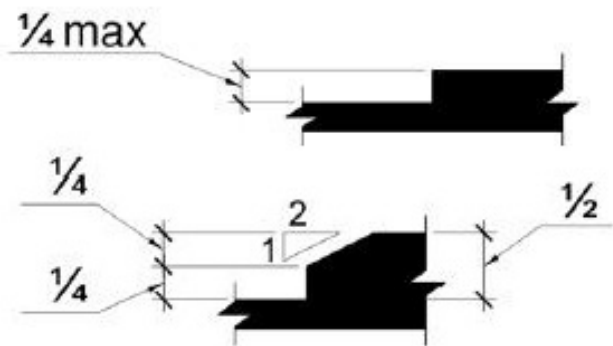
*2022 CBC 11B (7/1/2024) Section 11B-303.3*

*Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (12.7 mm) high maximum shall be beveled with a slope not steeper than 1:2.*

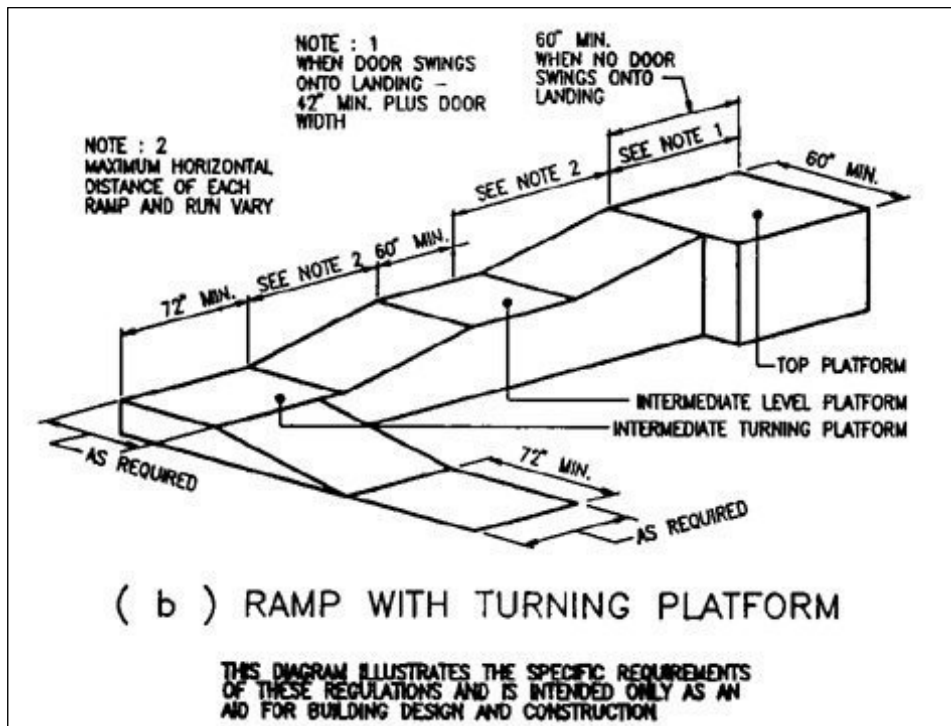
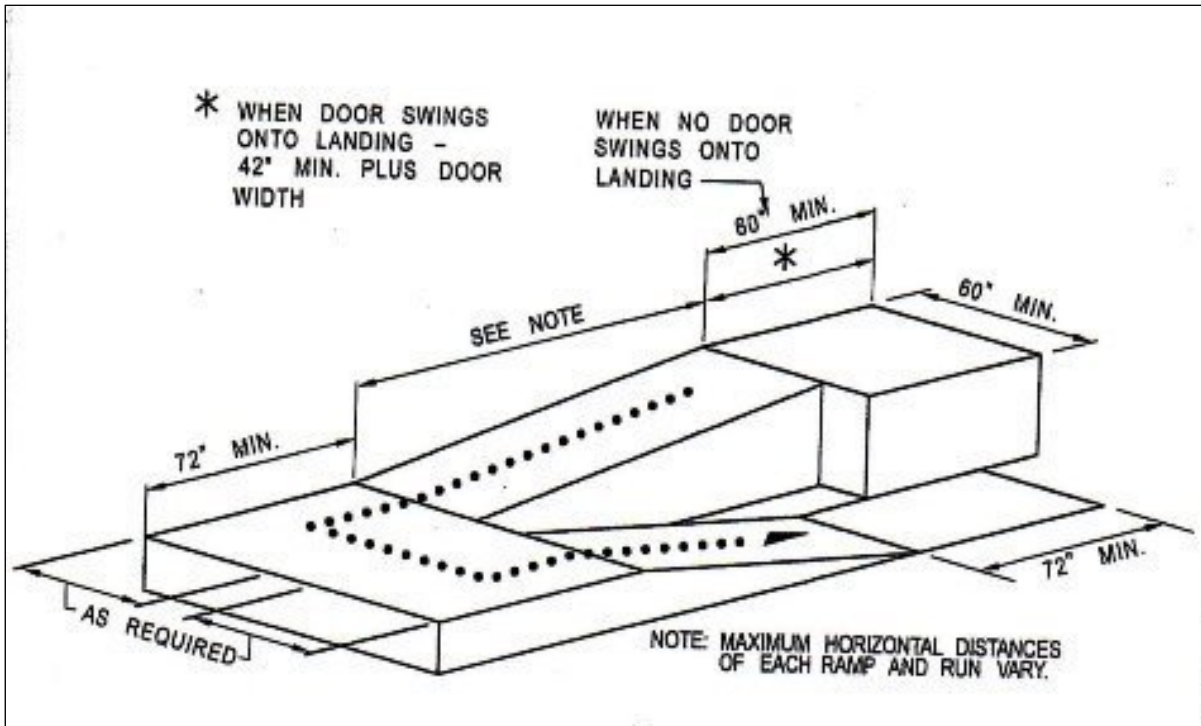
### Citation:

**2010 ADAS Section: 303.3**

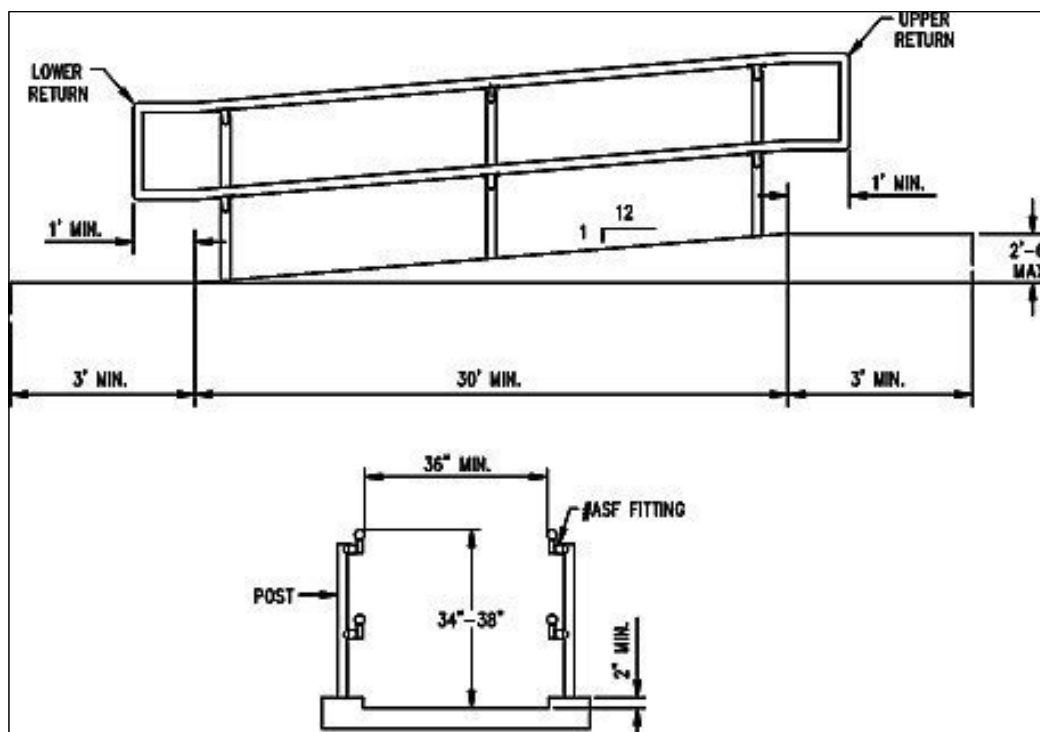
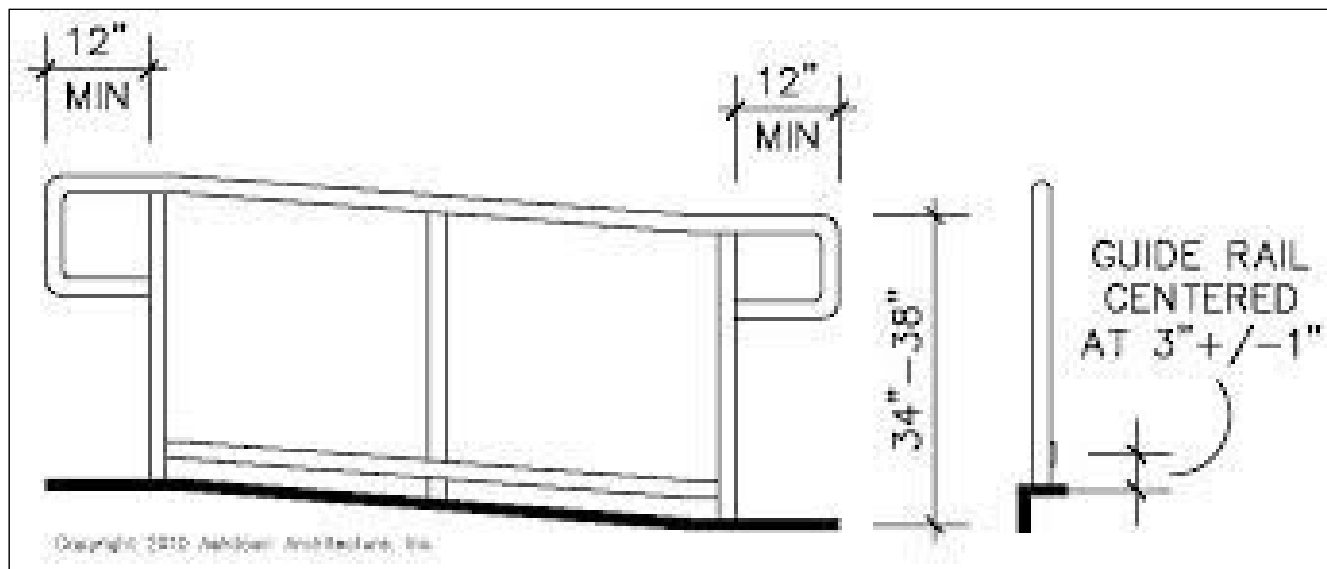
**2022 CBC 11B (7/1/2024) Section: 11B-303.3**



Finding: 3 Additional Finding Photos



Finding: 3 Additional Finding Photos



## Arena

### Finding: 4

Based on the number of seats provided in this area accessible seating should be provided according to the table shown on this page.

2022 CBC 11B (7/1/2024) Section 11B-221.2

Wheelchair spaces complying with Section 11B-221.2 shall be provided in assembly areas with fixed seating.

2022 CBC 11B (7/1/2024) Section 11B-221.2.1.1

Wheelchair spaces complying with Section 11B-802.1 shall be provided in accordance with Table 11B-221.2.1.1.

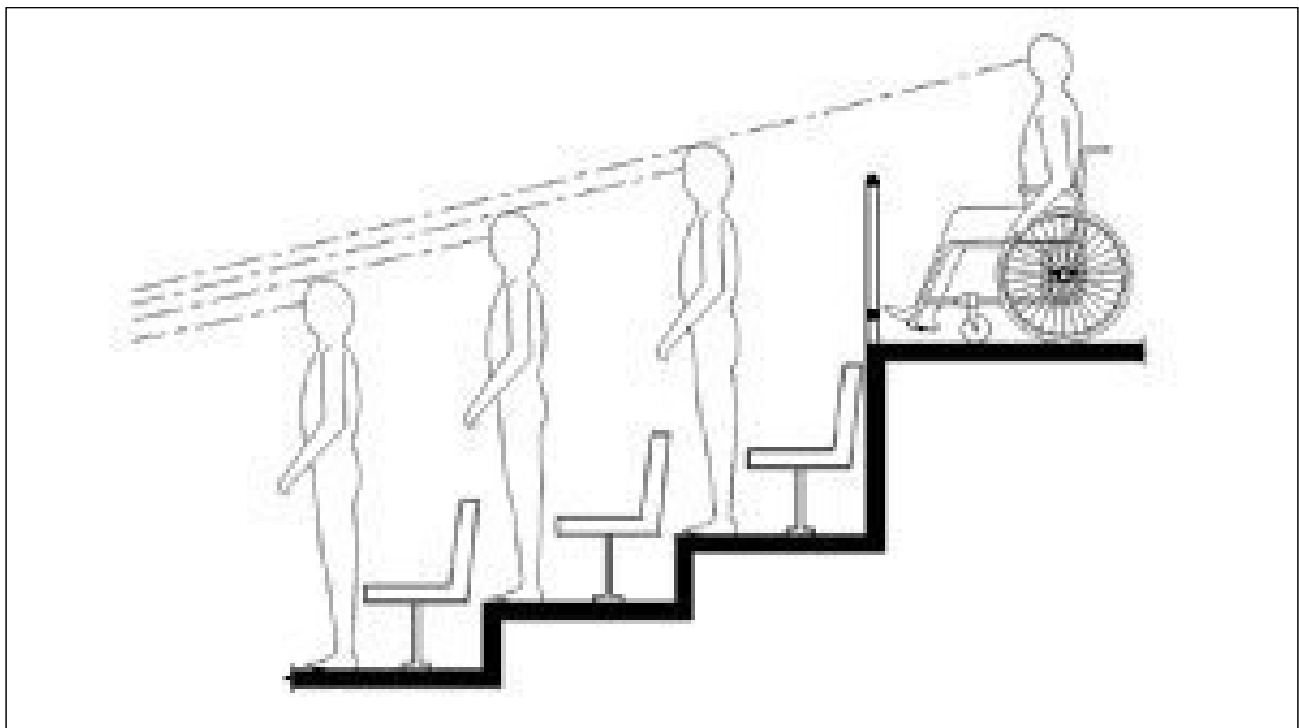
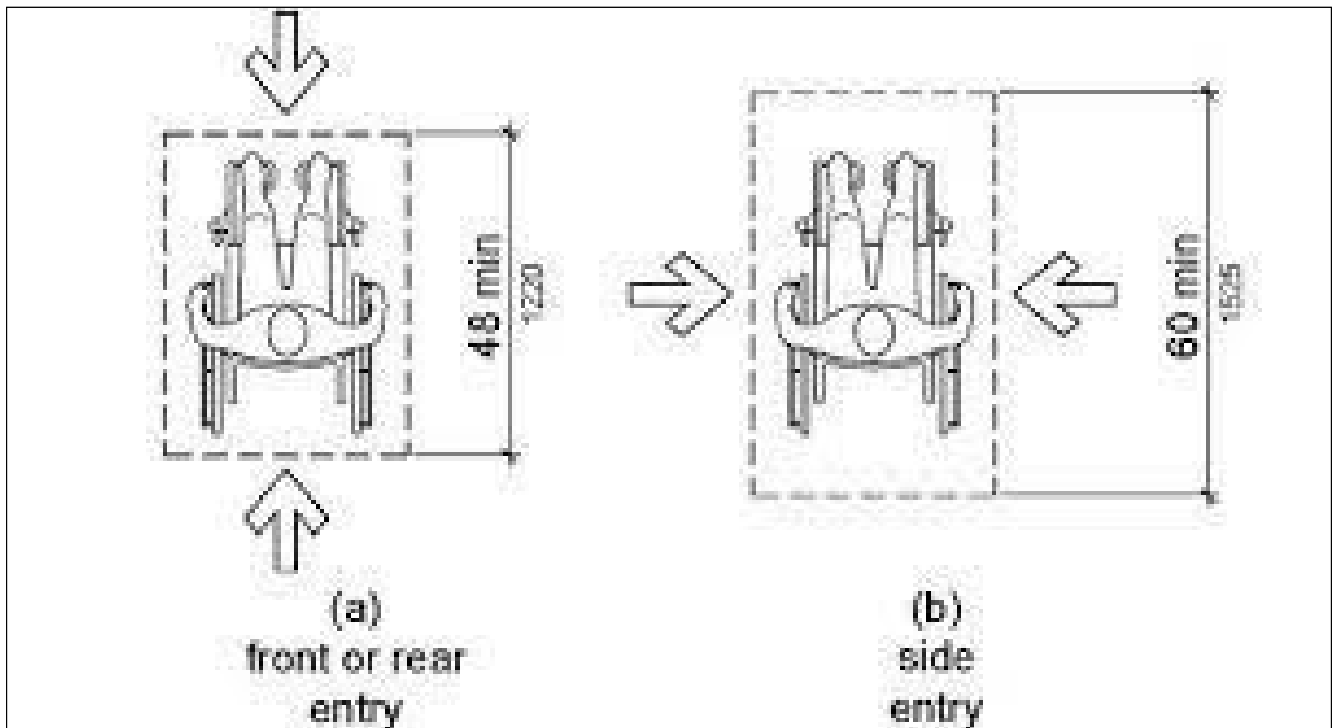
### Citation:

2022 CBC 11B (7/1/2024) Section: 11B-221.2,  
11B-221.2.1.1



Number of Seats	Minimum Number of Required Wheelchair Spaces
4 to 25	1
26 to 50	2
51 to 150	4
151 to 300	5
301 to 500	6
501 to 5000	6, plus 1 for each 100, or fraction thereof, between 501 through 5000
5001 and over	46, plus 1 for each 200, or fraction thereof, over 5000

Finding: 4 Additional Finding Photos



# Site Accessibility Evaluation

## Americans with Disabilities Act And Title 24 And Part 2 - California Building Code



**Las Orcas Arena**

**11127 Orcas Ave  
Sylmar, CA 91342**

**CASp Evaluation**

***Inspection Date: 12/22/2022***

***Inspector: John Battista***

**Prepared By**



**(818) 470 - 4344**

**[adacompliancemasters.com](http://adacompliancemasters.com)**

Bronco Entertainment, Inc.

12/28/2022

Dear Vanessa De Los Santos,

Thank you for the opportunity to be of service to you by performing an accessibility evaluation for the Las Orcas Arena located at 11127 Orcas Ave, Sylmar, CA 91342. The facility was inspected on 12/22/2022.

## PROPERTY INFORMATION

The subject property is a Horse / Bronco stadium. There is a large dirt parking lot with parking for over 400 cars and a bleacher seating area around the arenas with seating for up to 1200 people. There are portable and permanent restrooms provided to the public.

## REPORT SCOPE

This report seeks to identify construction-related barriers within the inspected facility which customers with disabilities may encounter and which may prevent full and equal access to goods and services.

## AREAS REVIEWED

This report only addresses the accessibility compliance on the elements that have been provided at the time of the inspection.

## ELEMENTS NOT INCLUDED IN THE INSPECTION

The following items are not included in this report as they require specialized equipment or expertise to evaluate:

Slip-resistance of walking surfaces. Alarm systems and illuminated exit signs are not tested for functionality or for the required back-up power supplies. Alarm decibels, frequency and strobe foot-candles are not included within the scope of this inspection. Braille is not inspected with regard to the information displayed and the required size and spacing of dots, cells and columns. Color contrast of signage and detectable warning surfaces are not measured. Reinforcement and structural strength of grab bars, handrails and guards are not included within the scope of this inspection.

## STANDARDS RELIED ON

Current Standards (May be more Restrictive than Applicable)  
2010 Federal ADAS  
2019 California Building Code, Volume 2, Part 1, Chapter 11B

## ASSESSMENT OF READILY ACHIEVABLE BARRIER REMOVAL

This report does NOT include an assessment of readily-achievable barrier removal. The CASp has NOT made a determination of Readily Achievable Barrier Removal Items.

## TOOLS USED

The following tools are used to take measurements and verify conditions:

1. 25' tape measure
2. 2' Digital Smart Level
3. Door Pressure Gauge
4. Digital Camera

## FINAL COMMENTS

This report only addresses the accessibility compliance on the elements that have been provided at the time of the inspection. By no means is this a comprehensive list of accessible elements that are required, and this report does not imply that the arena is in complete compliance with the accessibility guidelines. A licensed design professional would need to review and design the arena for complete compliance including ingress, egress, areas of refuge, fire life safety, and structural elements.

The contents of this report are an interpretation and opinion of the CASp professional. No guarantee of complete accessibility is meant to be construed from this report. This report is a summary of the findings noted at the time of the inspection. Applicable State and Federal accessibility guidelines should always be followed, and a licensed design professional should be consulted, prior to performing any modifications. We recommend using a properly licensed contractor specializing in accessibility upgrades/modifications for any work performed.

If you have any questions regarding this report or would like to schedule a meeting with myself and your architect, attorney, or contractor, please feel free to contact me. Additional services are available such as on construction monitoring, plan review, ownership representation and verification of completed work prior to owner acceptance.

John Battista  
Certified Access Specialist (CAsp) #592  
Texas Registered Accessibility Specialist #1434  
ICC Accessibility / Plan Examiner Inspector #5057311-21  
ACAI ADA Compliance Inspector #6097  
CALBO Access Committee Member 2016-2020

Sincerely,

A handwritten signature in blue ink, appearing to read "John Battista". The signature is stylized and cursive.

John Battista, CAsp #592

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**Arena Seating** . . . . . 24

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## General Ticketing Window

### Finding: 1

The accessible route to the General Ticketing Window contains loose gravel and/or surface materials that do not provide for a stable, firm slip resistant surface.

Floor and ground surfaces shall be stable, firm, and slip resistant.

2019 CBC 11B (CA 7/1/21) Section 11B-302.1

Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with Section 11B-302.

2010 ADAS Section 302.1

Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with 302.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-302.1

2010 ADAS Section: 302.1

### As Built:

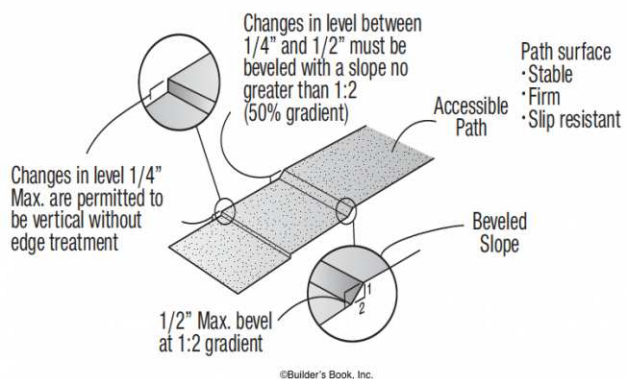
The accessible route is not stable and firm.

### Recommendation:

Either provide concrete or decomposed granite with a stabilizer for the route and clear space at the ticketing window.

### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)



## Finding #1 Additional Finding Photos



## Assisted Listening Devices

### Finding: 2

There is no assistive listening system in the assembly area.

The minimum number of receivers to be provided shall be equal to 4 percent of the total number of seats, but in no case less than two. Twenty-five percent minimum of receivers provided, but no fewer than two, shall be hearing-aid compatible

*2019 CBC 11B (CA 7/1/21) Section 11B-219.2*

*An assistive listening system shall be provided in assembly areas, including conference and meeting rooms.*

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-219.2

### As Built:

There is no assistive listening system in the assembly area.

### Recommendation:

Provide a compliant Assistive Listening System as described above.

### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)



## Exterior Accessible Route from Parking to Food / Bar Area

### Finding: 3

The accessible route from the accessible parking to the Food / Bar area contains loose gravel and/or surface materials that do not provide for a stable, firm slip resistant surface.

Floor and ground surfaces shall be stable, firm, and slip resistant.

2019 CBC 11B (CA 7/1/21) Section 11B-302.1

Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with Section 11B-302.

2010 ADAS Section 302.1

Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with 302.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-302.1

2010 ADAS Section: 302.1

### As Built:

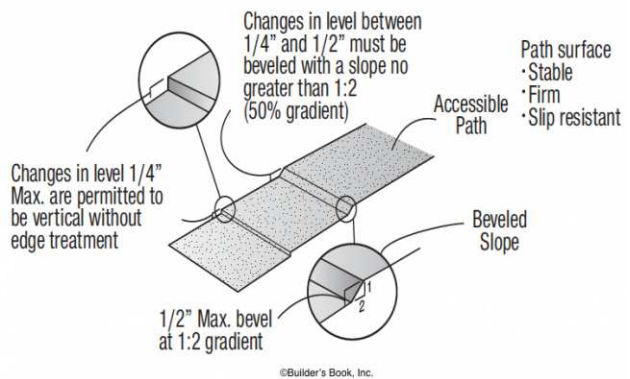
The accessible route is not stable and firm.

### Recommendation:

Either provide concrete or decomposed granite with a stabilizer for the route and clear space at the ticketing window.

### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)



**Finding #3 Additional Finding Photos**



## Accessible Parking Stalls

### Finding: 4

The tow-away sign is missing.

There must be a tow-away sign posted in a conspicuous place at each entrance, or immediately adjacent to each space. The sign shall not be less than 17 inches by 22 inches in size with 1 inch high minimum lettering which clearly and conspicuously states the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or special license plates issued for persons with disabilities will be towed away at owner's expense. Towed vehicles may be reclaimed at \_\_\_\_\_ or by telephoning \_\_\_\_\_.

Blank spaces are to be filled in with appropriate information as a permanent part of the sign.

*2019 CBC 11B (CA 7/1/21) Section 11B-502.8*

*An additional sign shall be posted either; 1) in a conspicuous place at each entrance to an off-street parking facility or 2) immediately adjacent to on-site accessible parking and visible from each parking space.*

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-502.8

### As Built:

The tow-away sign is missing.

### Recommendation:

Provide a compliant R100B tow away sign at the entrance to the parking lot.

### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)

**Finding #4 Continued**



## Accessible Parking Stalls

### Finding: 5

According to the client, there are over (400) parking stalls that could be reasonably associated with this facility.

Currently, there are (7) accessible parking stalls including (2) designated for a van.

For 401-500 total parking stalls, (9) accessible parking stalls are required with (2) being designated as Van Accessible.

*2019 CBC 11B (CA 7/1/21) Section 11B-208.2*

*Parking spaces complying with Section 11B-502 shall be provided in accordance with Table 11B-208.2 except as required by Sections 11B-208.2.1, 11B-208.2.2, and 11B-208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.*

*2010 ADAS Section 208.2*

*Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.*

#### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-208.2

2010 ADAS Section: 208.2

#### As Built:

There are (7) accessible parking stalls including (2) designated for a van.

#### Recommendation:

Provide (2) additional regular accessible parking stalls to meet the requirement for 401-500 total parking stalls. See attached chart.

#### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)

Finding #5 Continued



Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

## Accessible Parking Stalls

### Finding: 6

The striping and markings for the accessible parking stall, and loading/unloading access aisle are faded, covered in dirt, and in need of repair and/or maintenance.

2019 CBC 11B (CA 7/1/21) Section 11B-502.3.3

Access aisles shall be marked with a blue painted borderline around their perimeter. The area within the blue borderlines shall be marked with hatched lines a maximum of 36 inches (914 mm) on center in a color contrasting with that of the aisle surface, preferably blue or white. The words "NO PARKING" shall be painted on the surface within each access aisle in white letters a minimum of 12 inches (305 mm) in height and located to be visible from the adjacent vehicular way. Access aisle markings may extend beyond the minimum required length.

2010 ADAS Section 502.3.3

Access aisles shall be marked so as to discourage parking in them.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-502.3.3

2010 ADAS Section: 502.3.3

### As Built:

The striping is faded and covered with dirt.

### Recommendation:

Clean up the striping for the accessible parking area.

### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)



**Finding #6 Additional Finding Photos**



## Ramp at Accessible Parking to Arena Seating

### Finding: 7

The intermediate landing is not the minimum required length and has a 3% running slope.

Top and intermediate landings shall extend 60 inches minimum in the direction of the ramp run and shall be at least as wide as the widest ramp run leading to the landing.

2019 CBC 11B (CA 7/1/21) Section 11B-405.7.3

The landing clear length shall be 60 inches (1524 mm) long minimum.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-405.7.3

### As Built:

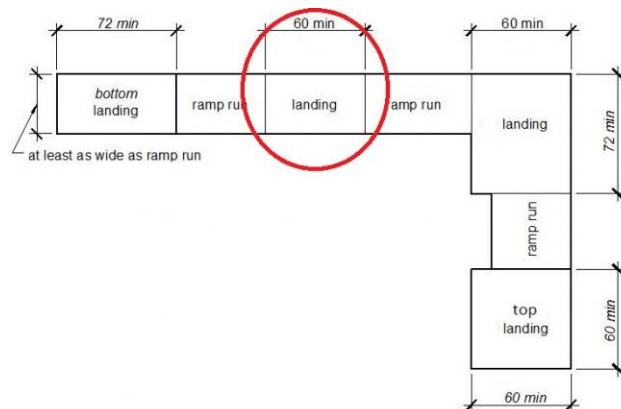
The intermediate landing measures 58" long with a 3% slope

### Recommendation:

Extend and level the intermediate landing to 60" long as shown above.

### Barrier Priority:

3 (Moderate): Should be completed as soon as possible, but there may be other items that will provide greater access to persons with disabilities. (Includes; Findings that have a high financial impact on the entity in relationship to the degree of access provided)



**Finding #7 Additional Finding Photos**



## Ramp at Accessible Parking to Arena Seating

### Finding: 8

The landing at the change of direction on the ramp has a slope greater than 2%.

Landings shall have a slope of 2% maximum in any direction.

2019 CBC 11B (CA 7/1/21) Section 11B-405.7.1

Landings shall comply with Section 11B-302. Changes in level are not permitted.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-405.7.1

### As Built:

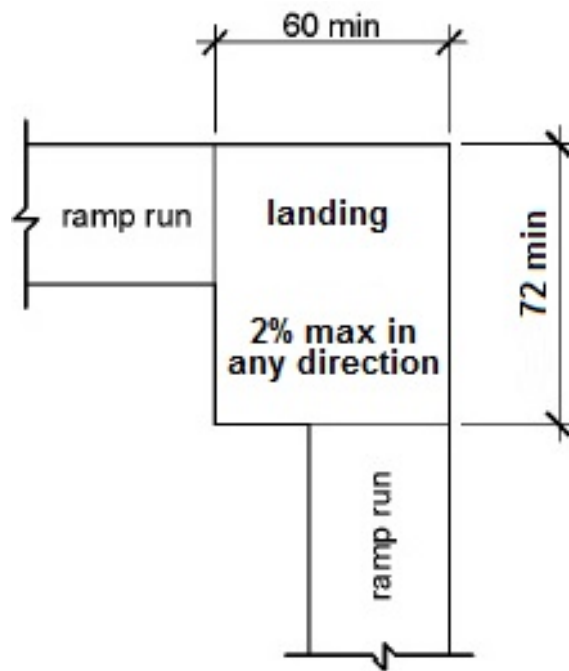
The slope of the landing was measured at 3.4%

### Recommendation:

Rework the concrete to provide slopes no greater than 2% as shown above.

### Barrier Priority:

3 (Moderate): Should be completed as soon as possible, but there may be other items that will provide greater access to persons with disabilities. (Includes; Findings that have a high financial impact on the entity in relationship to the degree of access provided)



### Finding #8 Additional Finding Photos



## Ramp at Accessible Parking to Arena Seating

### Finding: 9

The landing at the ramp change of direction does not meet minimum size requirements. There should be 72" in the down hill direction.

Landings at a change of direction shall have a minimum dimension of 72 inches by 60 inches.

2019 CBC 11B (CA 7/1/21) Section 11B-405.7.4

Ramps that change direction between runs at landings shall have a clear landing 60 inches (1525 mm) minimum by 72 inches (1829 mm) minimum in the direction of downward travel from the upper ramp run.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-405.7.4

### As Built:

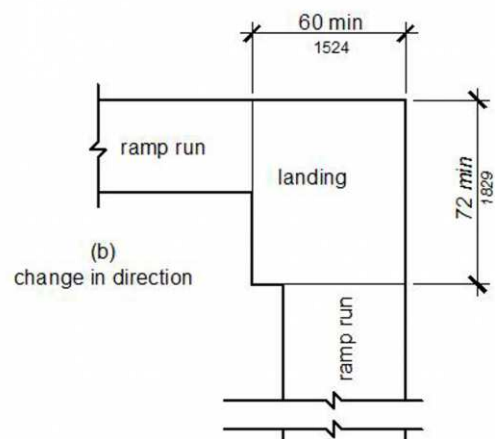
There should be 72" in the down hill direction.

### Recommendation:

Provide the required 72" landing length in the down hill direction. See attached figure.

### Barrier Priority:

2 (Important): Should be completed as soon as possible. (Includes; Findings that would remove barriers to the greatest number of people to your goods and services)



## Ramp at Accessible Parking to Arena Seating

### Finding: 10

The ramp has segments that exceed the maximum running slope (direction of travel) allowable of 8.33%.

Ramps should have the least possible slope but in no case more than 8.3% (1:12).

2019 CBC 11B (CA 7/1/21) Section 11B-405.2

Ramp runs shall have a running slope not steeper than 1:12.

2010 ADAS Section 405.2

Ramp runs shall have a running slope not steeper than 1:12.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-405.2

2010 ADAS Section: 405.2

### As Built:

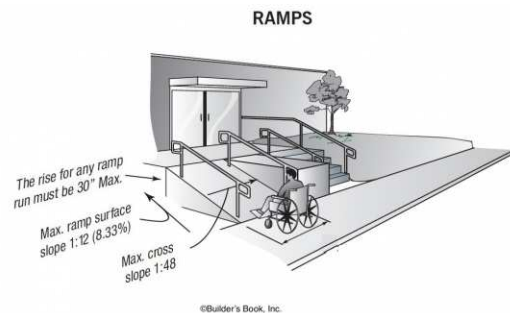
Running slopes were measured at 8.8% to 9.1%

### Recommendation:

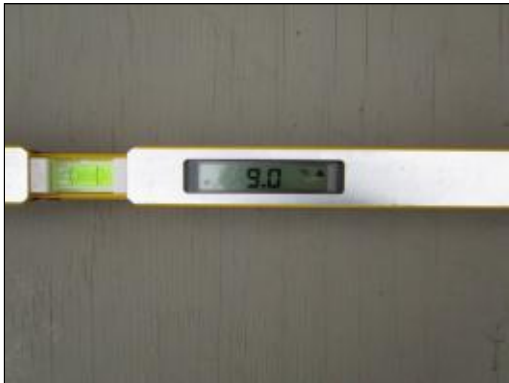
Rework the slope of the ramp to provide running slopes no greater than 8.33%

### Barrier Priority:

4 (Low): Should be completed as soon as possible due to being a technical violation, but may not result in providing greater access to persons with disabilities. (Includes; Findings that are technically violations but provide a moderate to low increase in accessibility compared to the financial impact on the entity)



Finding #10 Additional Finding Photos



## Arena Seating

### Finding: 11

Based on the number of seats provided in this area (1200), there should be a minimum of (18) wheelchair seating spaces which must be integrated into the bleachers and dispersed throughout the area on an accessible route.

Wheelchair spaces shall be provided in assembly areas with fixed seating.

2019 CBC 11B (CA 7/1/21) Section 11B-221.2

Wheelchair spaces complying with Section 11B-221.2 shall be provided in assembly areas with fixed seating.

2019 CBC 11B (CA 7/1/21) Section 11B-221.2.1.1

Wheelchair spaces complying with Section 11B-802.1 shall be provided in accordance with Table 11B-221.2.1.1.

#### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-221.2,  
11B-221.2.1.1

#### As Built:

There are (8) compliant  
wheelchair seating  
spaces provided.

#### Recommendation:

Provide and disperse throughout the arena (18) compliant wheelchair seating spaces as shown above.

#### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)



Number of Seats	Minimum Number of Required Wheelchair Spaces
4 to 25	1
26 to 50	2
51 to 150	4
151 to 300	5
301 to 500	6
501 to 5000	6, plus 1 for each 100, or fraction thereof, between 501 through 5000
5001 and over	46, plus 1 for each 200, or fraction thereof, over 5000

Finding #11 Additional Finding Photos



## Ramp from Bleachers Down to Arena

### Finding: 12

The ramp segments exceeds the maximum running slope (direction of travel) allowable of 8.33%.

Ramps should have the least possible slope but in no case more than 8.3% (1:12).

2019 CBC 11B (CA 7/1/21) Section 11B-405.2

Ramp runs shall have a running slope not steeper than 1:12.

2010 ADAS Section 405.2

Ramp runs shall have a running slope not steeper than 1:12.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-405.2

2010 ADAS Section: 405.2

### As Built:

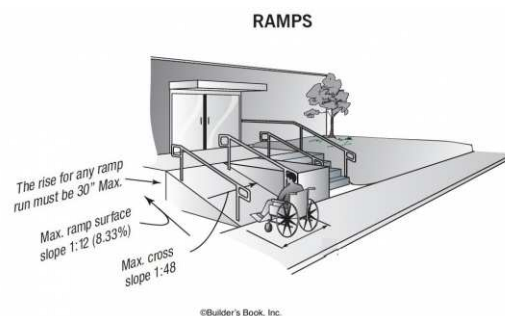
The ramp segments have sections with a running slope over 9%

### Recommendation:

Adjust the ramp to achieve running slopes no greater than 8.33% as shown above.

### Barrier Priority:

2 (Important): Should be completed as soon as possible. (Includes; Findings that would remove barriers to the greatest number of people to your goods and services)



**Finding #12 Additional Finding Photos**



## Ramp from Bleachers Down to Arena

### Finding: 13

The landing at the bottom of the ramp has a slope greater than 2% and a vertical that measures 2"

Bottom landings shall have a dimension in the direction of ramp run of not less than 72 inches and have a slope of 2% maximum in any direction.

2019 CBC 11B (CA 7/1/21) Section 11B-405.7.1

Landings shall comply with Section 11B-302. Changes in level are not permitted.

### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-405.7.1

### As Built:

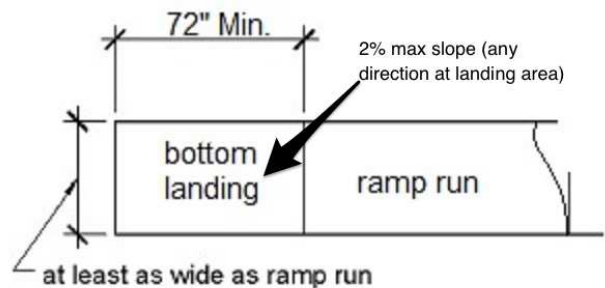
The bottom landing is not compliant.

### Recommendation:

Provide a level landing flush with the surface of the ramp.

### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)



**Finding #13 Additional Finding Photos**



## Restrooms

### Finding: 14

The portable public restrooms adjacent to the accessible parking area are not compliant.

If sanitary facilities are provided, they must be made accessible to persons with disabilities. If public restrooms are desired, It is recommended that the portable unit be replaced with a permanent built in compliant restroom. The utilization of an accessible portable unit may be a temporary solution and is not recommended as a permanent solution.

*2019 CBC 11B (CA 7/1/21) Section 11B-213.1*

*Where toilet facilities and bathing facilities are provided, they shall comply with Section 11B-213. Where toilet facilities and bathing facilities are provided in facilities permitted by Section 11B-206.2.3 Exception 1 not to connect stories by an accessible route, toilet facilities and bathing facilities shall be provided on a story connected by an accessible route to an accessible entrance.*

*2010 ADAS Section 213.1*

*Where toilet facilities and bathing facilities are provided, they shall comply with 213. Where toilet facilities and bathing facilities are provided in facilities permitted by 206.2.3 Exceptions 1 and 2 not to connect stories by an accessible route, toilet facilities and bathing facilities shall be provided on a story connected by an accessible route to an accessible entrance.*

#### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-213.1

2010 ADAS Section: 213.1

#### As Built:

The portable public restrooms are not compliant.

#### Recommendation:

Provide the required number of portable ADA compliant restrooms for each event.

#### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)

**Finding #14 Continued**



**Finding #14 Additional Finding Photos**



## Restrooms

### Finding: 15

There are publicly identified restrooms at the Food / Bar area that are not nearly compliant and not accessible.

- The restrooms do not contain the required minimum clear floor space or maneuvering clearances for the fixtures installed.
- Wall signage is missing adjacent to the door.
- The lavatory does not provide required knee clearance, height or clear floor space and is too close to the toilet.
- The fixtures require tight grasping, tight pinching or twisting of the wrist to operate.
- Grab bars are incorrectly installed.
- Accessories, such as toilet seat covers, paper towel/soap dispensers, holders, garbage cans, mirrors are either too high or without clear floor space or both.
- Water closet is not centered 17 - 18 inches from the wall.
- The restroom door hardware is not lever type and requires tight grasping, tight pinching or twisting of the wrist to operate.

*2019 CBC 11B (CA 7/1/21) Section 11B-213.2*

*Where toilet rooms are provided, each toilet room shall comply with Section 11B-603. Where bathing rooms are provided, each bathing room shall comply with Section 11B-603.*

#### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-213.2

#### As Built:

There are restrooms with signage indicating restrooms are provided to the public.

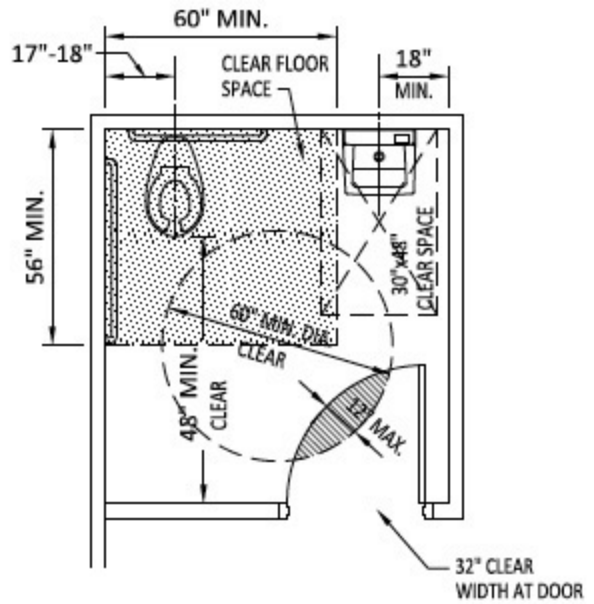
#### Recommendation:

Provide compliant accessible Uni-sex restrooms.

#### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)

Finding #15 Continued



Finding #15 Additional Finding Photos



## Stand Alone Metal Bleacher (South Side of Arena)

### Finding: 16

The stairs have open risers. Open risers are not permitted.

2010 ADAS Section 504.3  
Open risers are not permitted.

#### Citation:

2010 ADAS Section: 504.3

#### As Built:

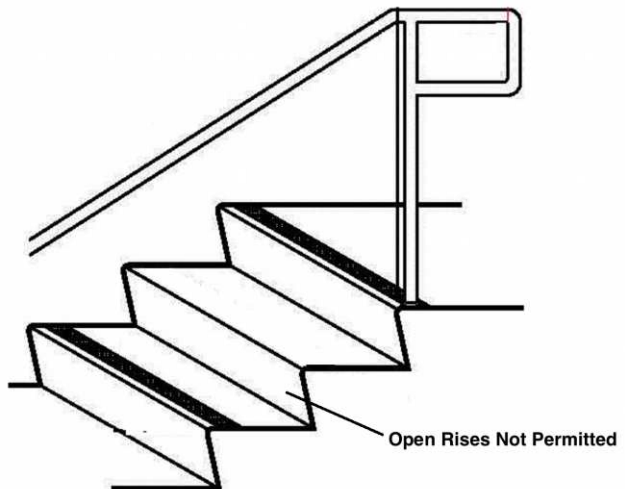
The stairs have open risers.

#### Recommendation:

Provide a metal backing plate at the rear of each stair tread to close in the riser.

#### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)



**Finding #16 Additional Finding Photos**



## Stand Alone Metal Bleacher (South Side of Arena)

### Finding: 17

The stairway does not have compliant handrails.

Stairways must have handrails on both sides.

Handrails and their extensions must be between 34 inches and 38 inches above the stair nosing or ground.

Top handrails shall extend 12 inches minimum beyond the top nosing and be parallel with the floor or ground.

Bottom landing handrail must extend a min. of 12 inches plus the tread width, beyond the bottom nosing.

One handrail shall be in the direction of the run of the stair and perpendicular to the stair nosing.

Handrails projecting from walls shall have a space of 1-1/2 inches minimum between the wall and the handrail.

*2019 CBC 11B (CA 7/1/21) Section 11B-505.2  
Handrails shall be provided on both sides of stairs and ramps.*

#### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-505.2

#### As Built:

The stairway does not have compliant handrails.

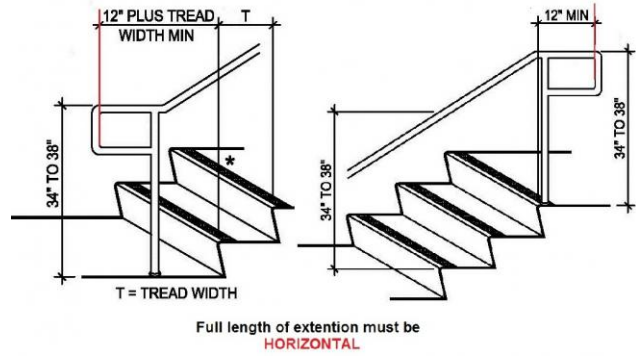
#### Recommendation:

Provide compliant handrails on both sides of the stairs as shown above.

#### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)

Finding #17 Continued



Finding #17 Additional Finding Photos



## Stand Alone Metal Bleacher (South Side of Arena)

### Finding: 18

The stair treads are missing a contrasting stripe on their nosings.

Exterior stairs shall have the upper approach and all treads marked by a stripe providing clear visual contrast.

The stripe shall be a minimum of 2 inches wide to a maximum of 4 inches wide placed parallel to, and not more than 1 inch from, the nose of the step or upper approach. The stripe shall extend the full width of the step or upper approach and shall be of material that is at least as slip resistant as the other treads of the stair. A painted stripe shall be acceptable. Grooves shall not be used to satisfy this requirement.

*2019 CBC 11B (CA 7/1/21) Section 11B-504.4.1*

*Interior stairs shall have the upper approach and lower tread marked by a stripe providing clear visual contrast. Exterior stairs shall have the upper approach and all treads marked by a stripe providing clear visual contrast. The stripe shall be a minimum of 2 inches (51 mm) wide to a maximum of 4 inches (102 mm) wide placed parallel to, and not more than 1 inch (25 mm) from, the nose of the step or upper approach. The stripe shall extend the full width of the step or upper approach and shall be of material that is at least as slip resistant as the other treads of the stair. A painted stripe shall be acceptable. Grooves shall not be used to satisfy this requirement.*

#### Citation:

2019 CBC 11B (CA 7/1/21) Section: 11B-504.4.1

#### As Built:

Contrasting stripes have not been provided.

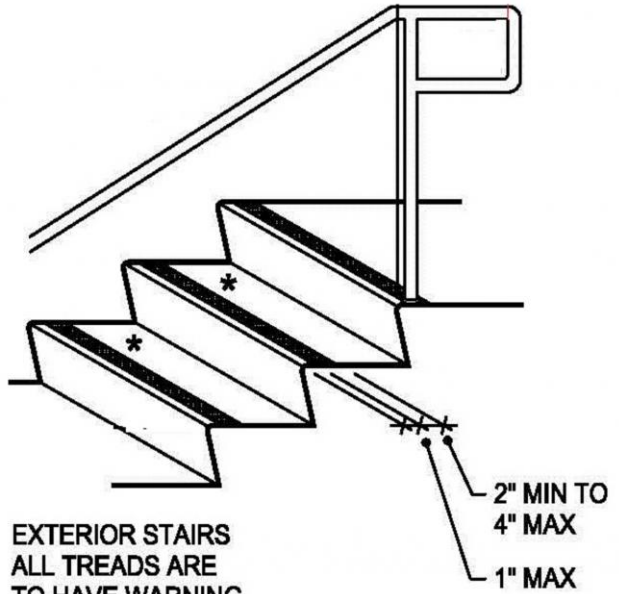
#### Recommendation:

Provide the required contrasting stripes as shown above.

#### Barrier Priority:

1 (High): Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)

Finding #18 Continued



EXTERIOR STAIRS  
ALL TREADS ARE  
TO HAVE WARNING  
STRIPES PER

**Finding #18 Additional Finding Photos**



Los Angeles Equestrian Center - LAEC  
**Site Visit**

On Wednesday, September 19, 2018 RAP Risk Management along with other Department staff and Department of Animal Services conducted a site visit to the Los Angeles Equestrian Center, Burbank, California. Below are photographic depictions of a few observations. Note: staff also saw proper signage including surveillance camera sign, no smoking, and fire extinguishers at certain stall locations. Additionally, staff extend best regards to General Manager George Chatigny and his team for their time and assistance during the site visit.

Color copies of photographs showing specific problems are attached:



Gate arm needs to be secured (both sides).



Replace edge of seat caps





Fix, replace or remove exposed electrical outlet



Hole need to be filled or removed, near East entrance gate above.



Golf carts blocking access to flow valves. Recommend moving cart.



Utility may need to be removed, presently located directly over the range / cooker



Trip Hazards



May need resurfacing, area near or in front of Café

Trip Hazards (Continued)





Near GrandView Farms

Housekeeping issues



Light fixtures with cobwebs collecting dust.

Housekeeping issues (contd.)





Abandoned fence may need to be removed, possible trip hazard.



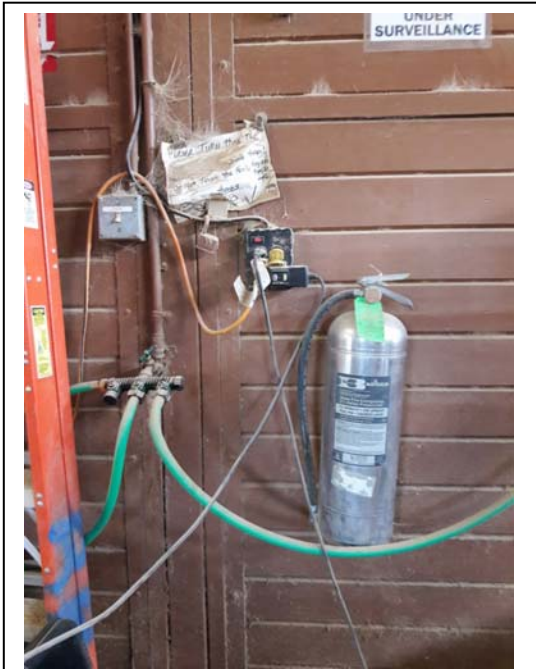
Green tag is torn in half.

Department of **Recreation & Parks**

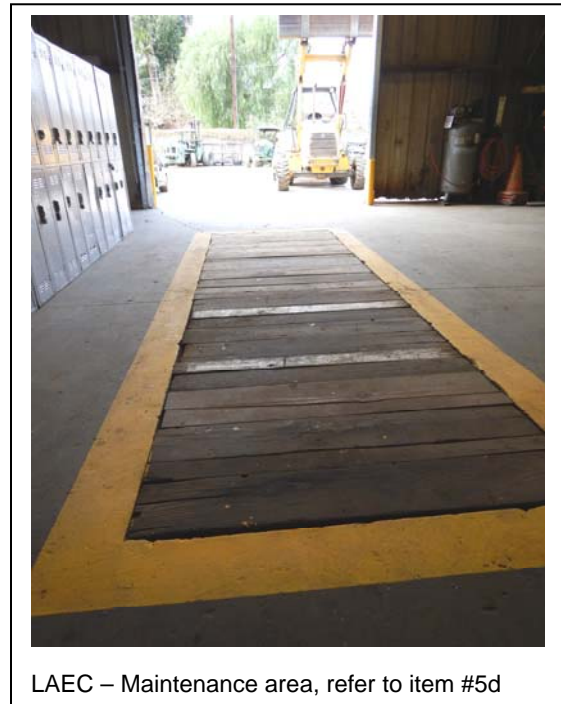
Recreation and Parks (RAP) Safety Division conducted an inspection on 10/4/2018 at Los Angeles Equestrian Center (LAEC) per request of Mark Stipanovich and met with George Chatigny, General Manager of the facility. The meeting was based on California Code of Regulations (CCR), Title 8, occupational safety & health in conjunction with daily operations of the site. LAEC recorded/filmed the opening, closing meeting, as well as the inspection of the facility. Items identified and discussed are **not limited** only to those issues, but other safety matters that may transpire. To ensure compliance of Title 8, the following are recommendations as a good faith effort on providing a safe work environment:

1. LAEC has at least 30 or more employees on the premises and the appointed facility safety coordinator should ensure implementation of the California Code of Regulations (CCR), Title 8 programs, such as Injury Illness Protection Program (IIPP), Bloodborne Pathogen Program, Heat Illness Prevention Program (HIPP), Hazardous Communication/Global Harmonized System (GHS), Safety Data Sheets (SDS) and other safety programs that may pertain to operations.
  - Refer to Department of Industrial Relations website for additional information, [https://www.dir.ca.gov/chswc/WOSHTEP/iipp/materials/SB\\_Factsheet\\_G\\_CalOSHStandards.pdf](https://www.dir.ca.gov/chswc/WOSHTEP/iipp/materials/SB_Factsheet_G_CalOSHStandards.pdf).
2. Required workplace postings should be posted at daily reporting location area.
  - Refer to <https://www.dir.ca.gov/wpnodb.html>.
3. All workers operating a powered industrial trucks (forklift) should receive training/certification with evaluation every 3 years
  - Refer to <https://www.dir.ca.gov/title8/3668.html>.
4. Any non-employee accident or illness, the General No. 87 form must be filled out, sent to the RAP Risk Manager and to the appropriate parties.
  - Refer to <http://rapintra.ci.la.ca.us/eforms/pdf/nonEmpAccidentForm.pdf>.
5. A general facility safety inspection was conducted at various areas of the facility. The responsible appointed person should address items throughout to mitigate possible hazards.
  - a. **Fire/Life Hazards** - monthly inspections on the fire extinguishers.
    - Initial on back of certification tag
    - Refer to <https://www.dir.ca.gov/title8/6151.html>
  - b. **Electrical hazards** – blocked panel/circuit breaker, extension cords and portable fans throughout horse stalls.
    - Ensure panel/circuit breaker are accessible and not blocked with a clearance radius of 3 feet.
    - Extension cords are to be put away after usage and for temporary usage only.
    - Ensure portable fans are not overloading electrical circuits.
    - Refer to [https://www.dir.ca.gov/dosh/dosh\\_publications/Electrical\\_Safety.pdf](https://www.dir.ca.gov/dosh/dosh_publications/Electrical_Safety.pdf).
  - c. **Overhead Hazards** - overhead portable fans on horse stalls. Refer to photo.
    - Ensure portable fans are adequately secured with proper mounts and stalls can handle the weight load.
  - d. **Fall Hazard** - wooden boards covering in ground pit of maintenance area. Refer to photo.

- Ensure wooden boards can handle weight loads of equipment/vehicle/workers that may drive or walk over the area.
  - Barricade area off, until assessment is conducted with corrective action(s).
- e. **Trip/fall Hazard** - main asphalt driveway entrance to the LAEC.
- Repair/patch obvious cracks/holes.
- f. **Housekeeping** - horse barns
- Excessive amount of cob webs throughout horse barns. Refer to photo.
  - Dust/vacuum



LAEC – Horse barn, refer to item #5b & 5f



LAEC – Maintenance area, refer to item #5d



LAEC – Horse barn, refer to item #5b & c

**CITY OF LOS ANGELES**  
**INTER-DEPARTMENTAL CORRESPONDENCE**

Date: 09/20/2018

To: Frank Avila  
Const. & Maint. Supervisor II  
Construction Division  
Dept of Recreation and Parks

From: Carmine Crouch  
Electrician Lead  
Special Projects

Subject: Evaluation of Los Angeles Equestrian Center Electrical

These are things that need to be resolved with the electrical system throughout the facility.

1. The level of dirt, dust and horse hair all over the light fixtures and electric fans need to be addressed, due to the chance that heat and/or an electrical sparks may cause a fire.
2. Extension cords and receptacle adapters are being used for permanent wire.  
Extension cords and receptacle adapters are not listed, labeled, or rated for permanent (long term) use are all temporary wiring devices. Extension cords are a temporary wiring solution and are not to be used as permanent wiring. For example, there is a 90 day limit for an extension cord and other temporary wiring devices used for holidaylighting at a given location, as established by the NEC and by OSHA in its electrical standards.
3. Receptacles and switches that are in areas outside and Light fixture that are in areas that where wind can blow rain on the fixtures. It was reported to me that when the wind is blowing the rain and it hits the light fixtures there are sparks at the ends of the fixtures  
NEC 406.8 Damp or Wet Locations: "A receptacle/Switch/Fixture installed outdoors in a location protected from the weather or in other damp locations shall have an enclosure for the receptacle that is weatherproof when the receptacle is covered (attachment plug cap not inserted and receptacle covers closed)". And "receptacles installed in a wet location shall have an enclosure that is weatherproof whether or not the attachment plug cap is inserted."
4. Electrical Panels and Disconnects need to be Clean and safe. In a kitchen there is an electrical stove that is in front of its disconnect.  
Sec. 110-26 of the National Electrical Code (NEC): 1) at least a 3-ft clearance in front of all electrical equipment; 2) a 30 in.-wide working space in front of equipment operating at 600V or less; and 3) minimum headroom clearance of 6 ft or the height of the equipment,.

#### Recommendation

Lighting should be up-graded to LED fixtures with all the modern energy saving sensors.

**CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE**

Date: 09/20/2018

To: Frank Avila  
Const.& Maint. Supervisor II  
Construction Division  
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3. Receptacles and switches that are in areas outside  
NEC 406.8 Receptacles in Damp or Wet Locations: "A receptacle installed outdoors in a location protected from the weather or in other damp locations shall have an enclosure for the receptacle that is weatherproof when the receptacle is covered (attachment plug cap not inserted and receptacle covers closed)". And "receptacles installed in a wet location shall have an enclosure that is weatherproof whether or not the attachment plug cap is inserted."

Recommendation

Lighting should be up-graded to LED fixtures with all the modern energy saving sensors.

9/21/2018

City of Los Angeles Mail - LA Equestrian Center



Frank Avila <frank.avila@lacity.org>

## LA Equestrian Center

2 messages

Thu, Sep 20, 2018 at 1:57 PM

**Carmine Crouch** <carmine.crouch@lacity.org>

To: Frank Avila <frank.avila@lacity.org>

Hello Frank

If you got anything you think I should add tell me.



9/21/2018

City of Los Angeles Mail - LA Equestrian Center



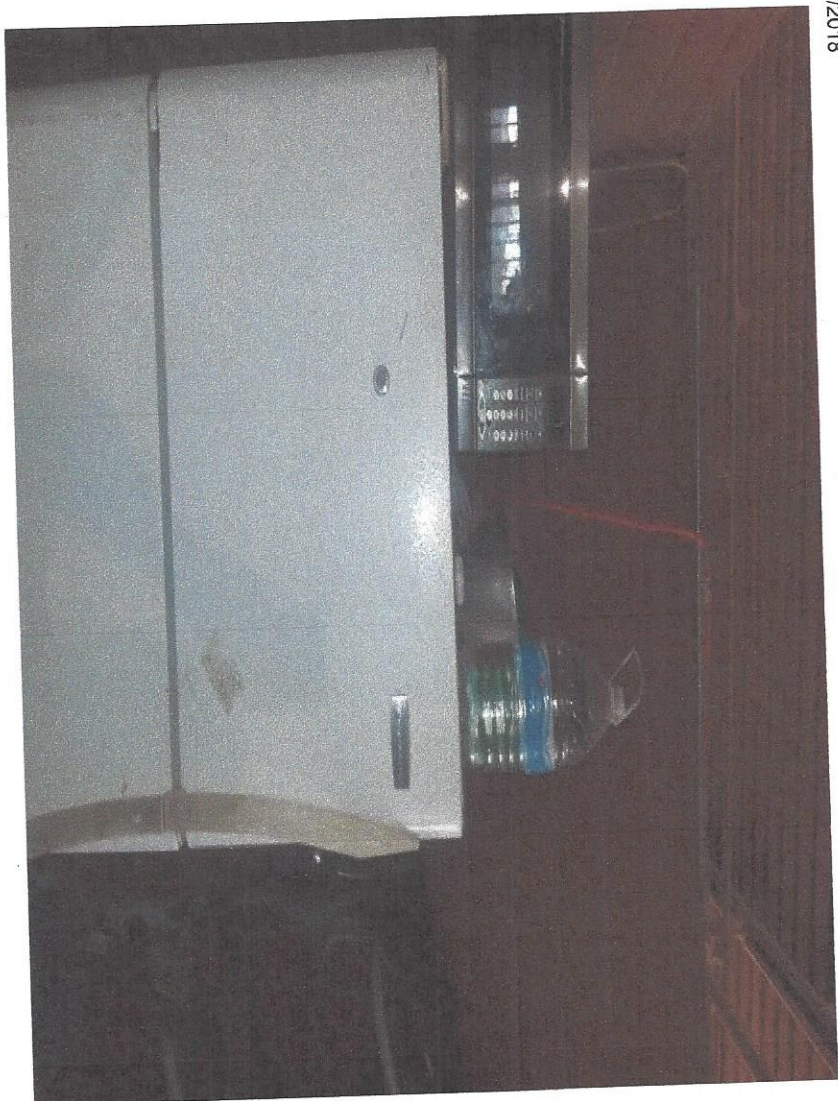
9/21/2018

City of Los Angeles Mail - LA Equestrian Center



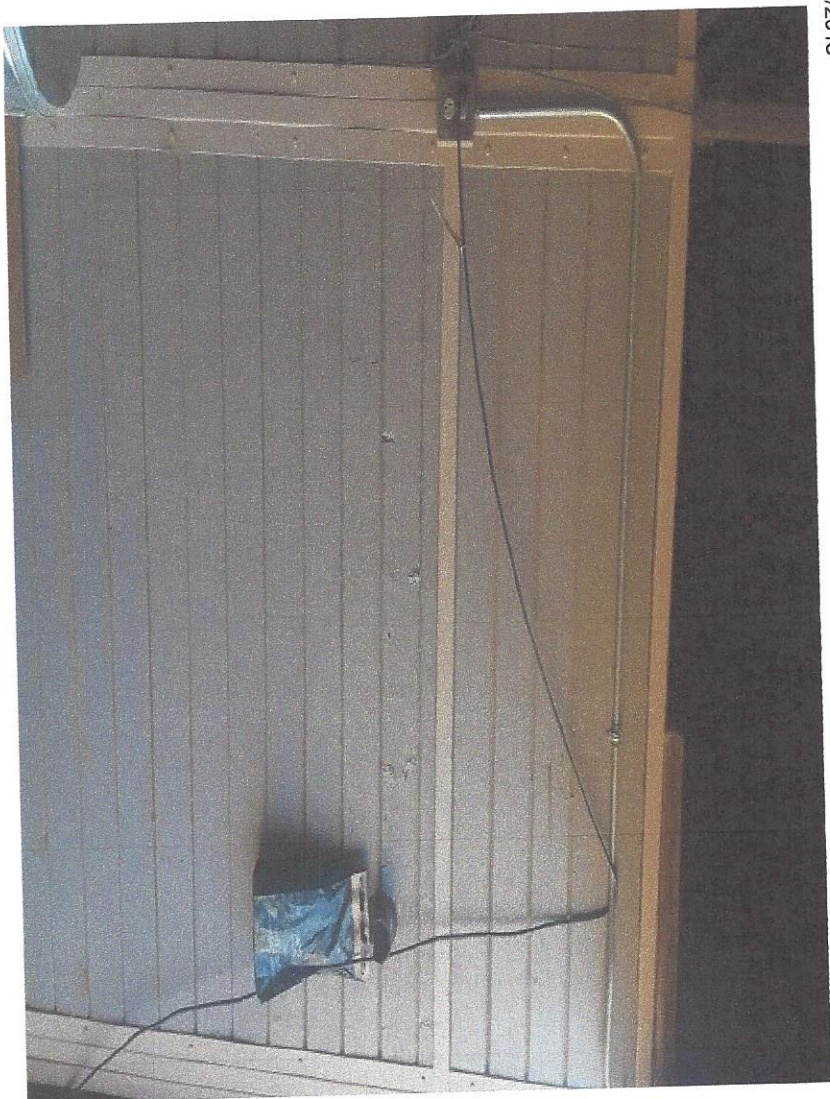
9/21/2018

City of Los Angeles Mail - LA Equestrian Center



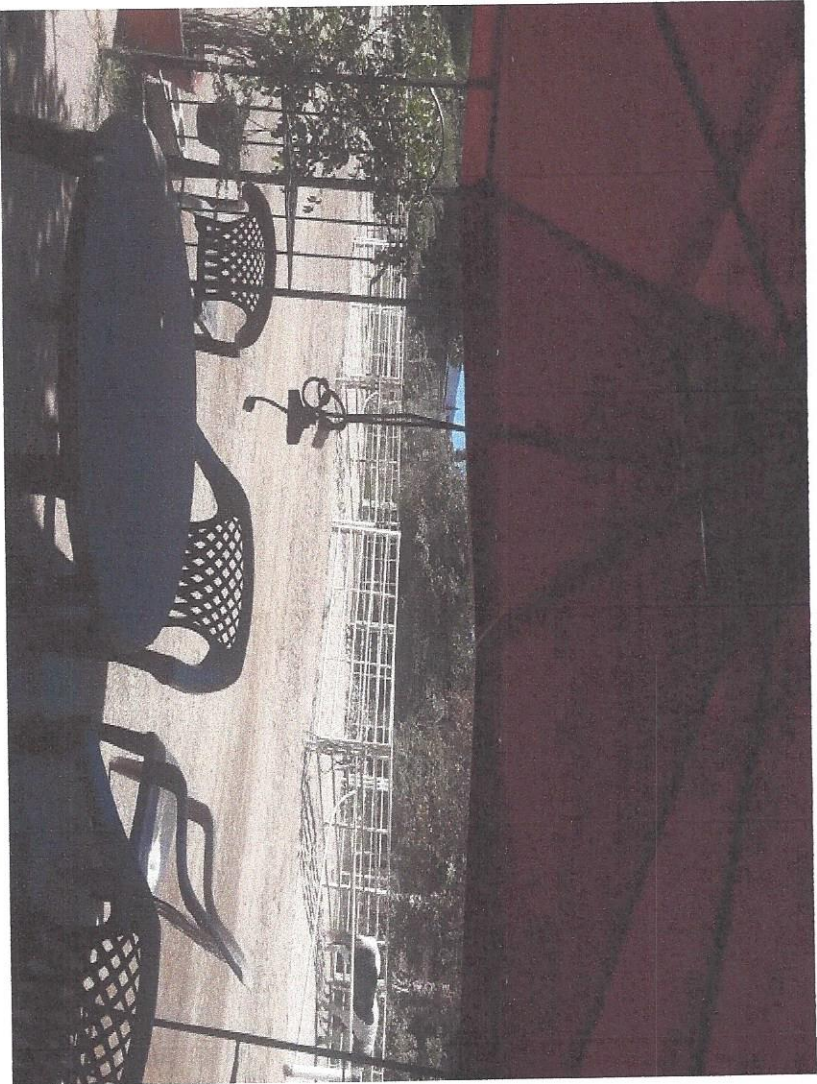
9/21/2018

City of Los Angeles Mail - LA Equestrian Center













[Quoted text hidden]

# City Of Los Angeles

## Inter-Departmental Correspondence

Date: September 21, 2018

To: Frank Avila, Construction & Maint. Supervisor II

From: Gus Garay, Metro Region Plumber

Subject: Equestrian Center Inspection

These are the findings of our plumbing inspection done at the equestrian center on September 19, 2018.

1. The water used for the misters that cool down the animals and enclosures should be separated by an RP backflow device to prevent cross contamination with the potable water consumed by the public.
2. All potable and industrial water should be identified and labeled with the appropriate signage to prevent people from drinking industrial water.
3. Anti-Siphon Vacuum breakers are missing throughout the entire facility. At all hose bib connections. These are needed to prevent animal fesses and hazardous waste used to clean the equipment from back-siphoning into the potable water system used humans to drink and shower.
4. The area drains used to bathe the horses and wash down the manure should be tied to sewer line and not the storm drains. Storm drains go directly to the river and not processed through a sewage treatment plant thus contaminating the ocean.

5. Mister lines need to be secured with hangers or other secure measures not zip tied to the fire sprinkler system/suppression line.
6. The automatic water fountains for the horses in each barn have no drainage system which causes the water to be stagnant until somebody removes it from the bowl. Perfect condition for mosquitos and the West Nile Virus. Same thing with the buckets used to provide water to the animals.
7. Refrigerated Drinking fountains throughout the facility need to be fastened to the floor or to a wall, so that they are not a hazard to anyone. At the TES building the water lines that supply the fountain need to be fastened to the wall they are a tripping hazard to all employees and patrons.
8. The showers stalls in the men's bathroom are missing the shower heads.
9. The valve at the fill station for the water buffalo trucks has good size leak. The riser need to be repaired. This is a 4" line so the leak is substantial.
10. The riser for the fire- hydrants need to be cleaned out so that is immediate access to the valve head.

# INSPECTION REPORT

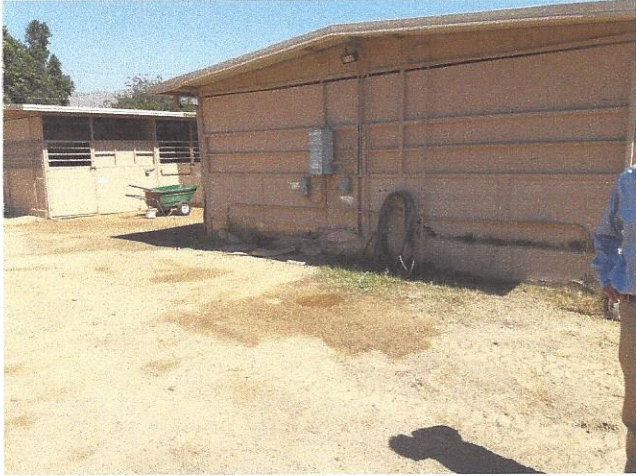
CITY OF LOS ANGELES EQUESTRIAN CENTER  
AS PREPARED BY BERT HUERTA, CARPENTER SUPERVISOR

The following is a list of items that may need to be addressed.

1. Wooden siding at several stables need replacing due to: Damage, Rot or worn. (Polo Barns) (see Pics 1&2)
2. The Roof/Shade support beams that spans across stables 7 & 8 do not seem to be adequate. May need to re-design a support span. (Polo Barns) (see pic 3)
3. Stable B has some items that are stored above one of the stables. The roof that the items sit on does not look to be strong enough to handle the load.
4. Stable "B" many of the steel posts have some rust that may affect the strength of each post.
5. Polo Barns: There is vegetation growing in the rain gutters. This will not allow water drainage.
6. Portable stair risers throughout the facility are worn and/or unstable. Some look to be in danger of falling over when used. (see Pics 4,5,6)
7. Concrete stair at Equi-Dome: First step is a tripping hazard. (Staircase right behind women's restroom)
8. Equipment Repair Garage: There is no barricade around the mechanics pit. Someone could fall in. (see Pic 7&8)
9. Equipment Repair Garage: 3 Fire extinguishers are sitting on the floor, near the entrance. These need to be mounted properly in the proper locations with signage. (see pics 9,10)
10. Equipment Repair Garage: Fluorescent lamps are not stored properly. These are considered hazardous materials. Used Fluorescent lamps are considered hazardous waste. Proper signage and log must be posted as to where Hazardous Waste is stored. (see pic 11)
11. Equipment Repair Garage: A flammable storage cabinet is needed for the storage of flammable products or fluids. Separate cabinets for different types of flammables. (Paint-Fuel-Oil) (see pics 12&13)
12. Throughout facility: Some overhead shade tarps are not properly installed. Some are being held up by a cinder block. This could fall on someone's head. (see pic 14,15,16)

# WOOD SIDING

PIC 1



PIC 2



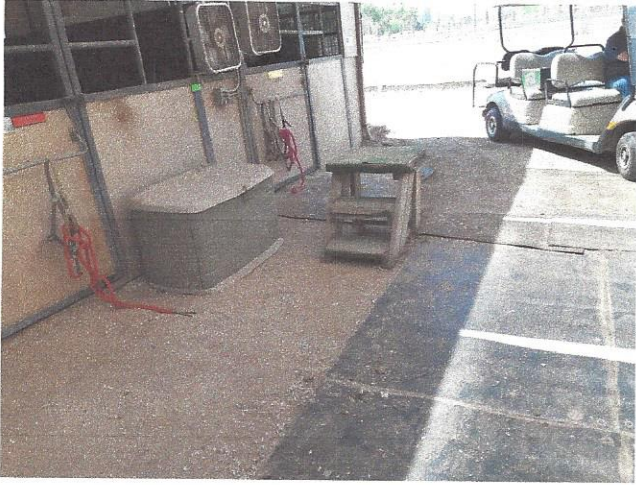
## 2X4 AS A SUPPORT BEAM

PIC 3

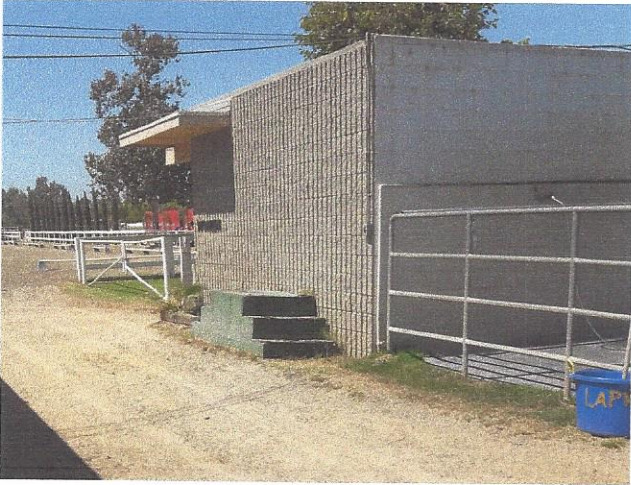


# STAIR RISERS

PIC 4



PIC 5



PIC 6



# MECHANICS PIT

PIC 7



PIC 8

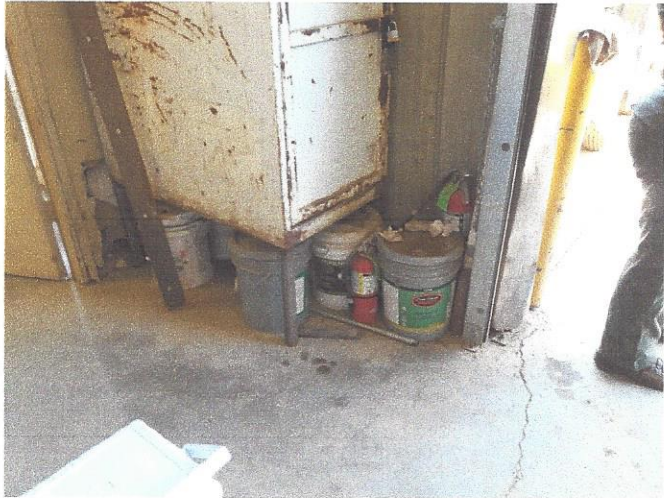


# FIRE EXTINGUISHERS

PIC 9

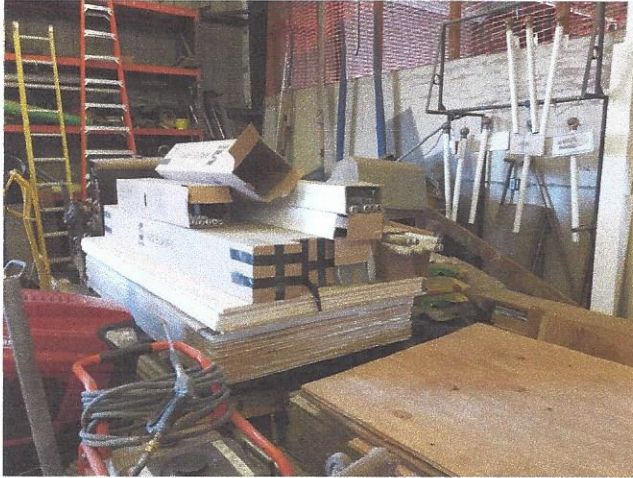


PIC 10



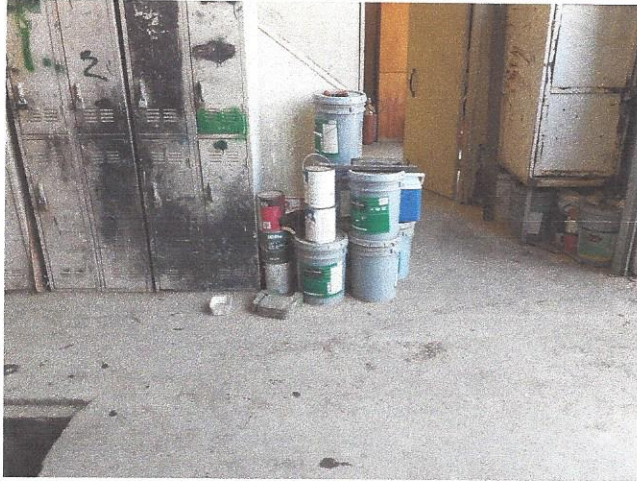
# HAZORDOUS WASTE

Pic 11



# FLAMMABLE STORAGE CABINET

Pic 12

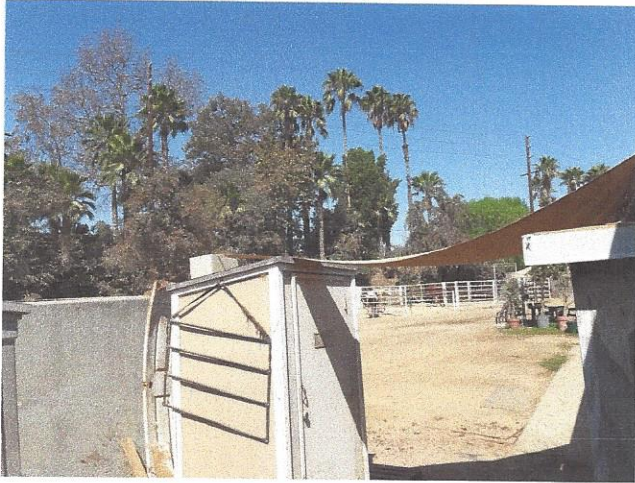


Pic 13

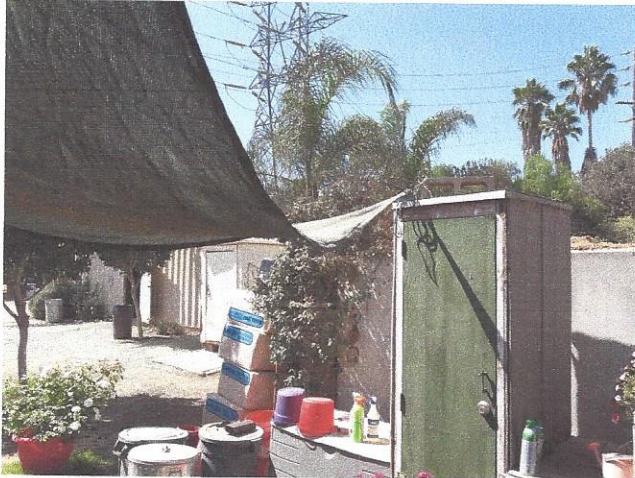


# IMPROPERLY FASTENED SHADE TARPS

Pic 14



Pic 15



Pic 16





CITY OF LOS ANGELES  
DEPARTMENT OF ANIMAL SERVICES  
INVESTIGATION REPORT (46A)



**Activity No.** A18-017781

**Suspect 1** GEORGE CHATIGNY-MANAGER

Address: 480 W. RIVERSIDE DR.

Phone: 818-840-9063

City/Zip: BURBANK 91506

Alt. Phone: \_\_\_\_\_

Person ID: \_\_\_\_\_

ID/CDL#: \_\_\_\_\_ DOB: \_\_\_\_\_ SEX: \_\_\_\_\_ HAIR: \_\_\_\_\_ EYE: \_\_\_\_\_

ID Exp: \_\_\_\_\_ HT: \_\_\_\_\_ WT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Suspect 2** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Alt. Phone: \_\_\_\_\_

Person ID \_\_\_\_\_

ID/CDL#: \_\_\_\_\_ DOB: \_\_\_\_\_ SEX: \_\_\_\_\_ HAIR: \_\_\_\_\_ EYE: \_\_\_\_\_

ID Exp: \_\_\_\_\_ HT: \_\_\_\_\_ WT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Animal 1** Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Alt: \_\_\_\_\_  
Color: \_\_\_\_\_ Animal ID \_\_\_\_\_ License: \_\_\_\_\_

**Animal 2** Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Alt: \_\_\_\_\_  
Color: \_\_\_\_\_ Animal ID \_\_\_\_\_ License: \_\_\_\_\_

**Animal 3** Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Alt: \_\_\_\_\_  
Color: \_\_\_\_\_ Animal ID \_\_\_\_\_ License: \_\_\_\_\_

**ADDITIONAL DOGS**  Yes  NO

<b>Nature of Investigation:</b> <u>GENERAL INSPECTION</u>	<b>Code Sections:</b> <u>53.50LAMC</u>
<u>COMMANDER TRANZOW REQUESTED THAT AN OFFICER FROM PERMITS DIVISION MEET WITH REPRESENTATIVES FROM LA RECREATION AND PARKS FOR INSPECTION OF LAEC FACILITY.</u>	

**Pre-Investigative Findings:** Priors? \_\_\_\_\_  
Cruelty: \_\_\_\_\_ DAI: \_\_\_\_\_ Distance: \_\_\_\_\_ Permit: X LLV: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Date(s)/Year(s) of Prior Violations:** \_\_\_\_\_

480 W. RIVERSIDE DR.

Activity No. A18-017781

CALL INFO

REQUESTOR NAME: LA RECREATION AND PARKS

DATE: 09/19/18

ADDRESS: \_\_\_\_\_

TIME: \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

REC'D BY: \_\_\_\_\_

PHONE: \_\_\_\_\_

PERSON ID: \_\_\_\_\_

DATE: 09/19/18 Time: 1000hrs Officer: Lera Badge # 65

Investigation Report: LA EQUESTRIAN CENTER AT 480 W. RIVERSIDE DR BURBANK 91506

SOURCE: SCHEDULED INSPECTION

PERSON CONTACTED: GEORGE CHATIGNY- LAEC GENERAL MANAGER

MARK STIPANOVICH & OTHER INSPECTORS FROM LA RECREATION AND PARKS

OBSERVATIONS:

I ARRIVED AT LOCATION AND MET WITH INSPECTORS AND GENERAL MANAGER OF LAEC FOR SCHEDULED INSPECTION . GEORGE GRANTED PERMISSION TO INSPECT AND ASSISTED BY SHOWING US THROUGH THE ENTIRE FACILITY AND ANSWERING ALL QUESTIONS.

I WALKED ALONG NUMEROUS STALLS AND ANIMAL ENCLOSURES CHECKING FOR SANITATION, ACCESS TO WATER, ADEQUATE SHELTER, POSSIBLE HAZARDS, HEALTH OF ANIMALS, AND GENERAL CONDITIONS DIRECTLY AFFECTING THE ANIMALS.

I OBSERVED ALL ANIMALS IN GOOD SHAPE, ALL APPEARED HEALTHY, ACTIVE AND OF IDEAL BODY WEIGHT AS EXPECTED DEPENDING ON AGE AND TYPE OF HORSE. NO SIGNS OF DISEASE OR NEGLECT, A COUPLE OF HORSES HAD EVIDENCE OF RECENT TREATMENT FOR MINOR INJURIES AS SUGGESTED BY BANDAGES ON LEGS AND OINTMENT OBSERVED ON HORSE'S FUR.

SANITATION ON THE GROUND OF STALLS IS NOT A PROBLEM, HORSES STOOD ON SHAVING MATERIAL THAT APPEARS TO BE CLEANED /CHANGED ON A REGULAR BASIS AS NEEDED. NO EXCESS MANURE OR URINE SMELL NOTED. I DID NOTICE A BUILD UP OF DIRT/HAY DUST MIXED WITH COBWEBS AND FUR IN THE STRUCTURES ABOVE STALLS, ALONG SOME OF THE STALL WALLS AND ON THE BOX FANS.

ALTHOUGH THIS BUILD UP IS NOT AN URGENT HEALTH CONCERN FOR HORSES, IT COULD BE OVER TIME AND IT IS A POTENTIAL FIRE HAZARD. ACCORDING TO RECREATION AND PARKS, THIS WAS ALREADY ADDRESSED AND THEY HAVE CLEANED UP A GOOD PORTION OF FACILITY BUT THEY ARE NOT DONE AS IT SOMETHING THAT MUST BE KEPT UP AND CLEANED REGULARLY.

WHEN CHECKING FOR SAFETY OF ANIMALS, I DIDN'T SEE ANY SHARP/PROTRUDING OBJECTS OR OBVIOUS SHARP EDGES/SPLINTERS. GATES TO STALLS SEEM TO OPEN EASILY, VENTILATION IS ADEQUATE.

I DID SEE A FEW EXTENSION CORDS CONNECTED TO BOX FANS THAT HUNG TOO LOW AND WERE ACCESSIBLE TO INQUISITIVE HORSES THAT MAY LIKE TO BITE OR BECOME ENTANGLED.

WATER AVAILABLE TO ALL HORSES, SOME HAD LARGE BUCKETS/THROGHS OF CLEAN WATER AND SOME HAD WORKING AUTOMATIC WATERERS.

I ALSO LOOKED AT ARENAS, TRAINING RINGS AND ANY OTHER ANIMAL RELATED ENCLOSURES AND THEY SEEMED TO BE WELL KEPT, NO ROCKS, DEBRI OR ANY OBVIOUS HAZARDOUS CONDITIONS OBSERVED.

480 W. RIVERSIDE DR.

REQUESTOR NAME: LA RECREATION AND PARKS  
ADDRESS: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
PERSON ID: \_\_\_\_\_

DATE: 09/19/18  
TIME: \_\_\_\_\_  
REC'D BY: \_\_\_\_\_

DATE: 09/19/18 Time: 1000HRS Officer: LERA Badge # 65

Investigation Report: CONTINUATION

DURING INSPECTION OF REAR OF PROPERTY, BEHIND POLO BARNs WE CAME ACROSS AN ENCLOSED AREA HOUSING ABOUT 10 DOGS, OF VARIOUS SIZES AND BREEDS. THE DOGS WERE UNDER THE SUPERVISION OF KAREN AND SHE INFORMED ME THAT DOGS BELONGED TO DIFFERENT OWNERS BUT TO CONTACT BARBARA PARKENING TO SORT OUT OWNERSHIP. PER MANAGER GEORGE, ALL ANIMALS ARE UP TO DATE ON VACCINES AND LICENSES. WE DISCUSSED ESTABLISHING OWNERSHIP AND CHECKING ON DOGS RECORDS AT ANOTHER TIME BUT SOON. ALL DOGS APPEARED HEALTHY AND ALERT, THEY HAD ACCESS TO FOOD/WATER AND SHELTER. CONFINEMENT WAS ADEQUATE, NONE OF THE DOGS WERE ABLE TO ESCAPE AND THERE WERE "BEWARE OF DOG" SIGNS POSTED. WE WILL DISCUSS FURTHER TO SEE WHO HAS ACCESS TO THIS SIDE OF THE PROPERTY TO ENSURE THE WELL BEING OF THE DOGS AND SAFETY OF PUBLIC.

NO OTHER AREAS OF CONCERN FOUND, WE COMPLETED INSPECTION AND I ADVISED GEORGE THAT I WOULD BE IN CONTACT TO SCHEDULE A FOLLOW UP INSPECTION FOR PERMIT RENEWAL, TO DISCUSS CORRECTIONS ,TO INVESTIGATE DOG OWNERSHIP AND ANY OTHER PERMIT REQUIREMENTS.

AREAS TO BE CORRECTED:

- 1-THOROUGH CLEANING OF ALL HORSE HOUSING STRUCTURES TO REMOVE DIRT/DUST BUILD UP CLEAN STALL WALLS.
- 2-CHECK/REMOVE/RE-ARRANGE HANGING EXTENSIONS SO HORSES DON'T BITE OR BECOME ENTANGLED.
- 3-DOGS MUST BE VACCINATED/LICENSED IF INDIVIDUALLY OWNED, FURTHER INVESTIGATION PENDING.

RECOMMEND: FOLLOW UP BY ANIMAL SERVICES IN OCTOBER 2018  
PERMIT: PENDING

480 W. RIVERSIDE DR.