Stakeholder Concerns at the Los Angeles Equestrian Center (LAEC)

Since ASM's takeover of the Los Angeles Equestrian Center (LAEC) on February 1, 2024, stakeholders were hopeful that the new management team would address the shortcomings of prior leadership, build trust, and work collaboratively with the community.

After a year and eight months, it is evident that these expectations have not been met. While a handful of projects have advanced, management priorities have been questionable at best. In some cases—such as horse welfare checks and security—previous management actually performed more effectively. Longstanding issues raised as far back as 2020 remain unresolved. The General Manager position remains vacant with no plan for replacement, and staff turnover continues amid internal friction.

Key Concerns

- Horse Welfare & Facility Upkeep Previous management provided more consistent barn checks and security. Current misallocation of resources prioritizes offices and cosmetic projects over core care needs.
- Contractual Failures ASM has not met obligations outlined in its City agreement, including facility maintenance, equine operations, and revenue planning.
- Transparency & Oversight No clear financial reporting; questionable expenditures such as \$1.3M annually on shavings, excessive manure removal costs, and ineffective security contracts.
- Communication Failures Lapses in notifying boarders about horse care incidents (e.g., August 9) and refusal to engage stakeholders on stall availability, events, and other critical issues.
- Leadership Instability General Manager position remains vacant, with staff turnover and reports of favoritism, poor record-keeping, and unprofessional behavior.
- Event & Revenue Development No weddings, holiday events, or proactive community engagement. No response to RAP Commissioners' directive for future revenue plans.

Required Actions

Stakeholders respectfully request that RAP:

- Initiate a Request for Proposals (RFP) to identify qualified management for LAEC.
- Replace ASM's current management team with experienced, local professionals who understand equestrian operations and event development.
- 3. **Prioritize key hires, including:** GM/Executive Director of Equestrian Operations, Show Runner, Events & Marketing Manager, Bookkeeper, HR Manager, and In-House Security.
- 4. Require immediate delivery from ASM of:
 - A transparent budget with full revenue/expense reporting.
 - A financial sustainability plan with revenue diversification strategies.
 - Clear, consistent communication with stakeholders.
- Reassign or replace the City liaison, who has failed to effectively represent or inform the community.

Conclusion

ASM's ongoing management failures jeopardize the welfare of the horses, the financial health of the facility, and the trust of the equestrian community. Incremental adjustments will not resolve these issues. Immediate leadership changes and a new management plan are necessary to protect LAEC's future.

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BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REP	PORT			NO	22-114
DATE	May 5, 2022			C.D	4
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SUBJECT:	LOS ANGELES ECTERMINATION TO INTERIM FACILITY MANAGEMENT AGEXEMPTION FROENVIRONMENTAL CECTION 1, CLASS FACILITY INVOLVIN CEQA GUIDELINES CALIFORNIA CEQA	LAEC, INC.; APPO MANAGER; APPR REEMENT WITH M THE PROVIS QUALITY ACT (CEO 1(14) [ISSUANCE OF G NEGLIGIBLE OR AS WELL AS TO	DINTMENT OF FASM GLOBA SIONS OF QA) PURSUA FALICENSE NO EXPANSI	F ASM PROPOSI AL - C THE NT TO TO USE ON OF L	GLOBAL AS ED FACILITY ATEGORICAL CALIFORNIA ARTICLE III AN EXISTING JSE] OF CITY
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RECOMMENDATIONS

- 1. Authorize the General Manager to issue a ninety (90) day notice of termination to LAEC, Inc., operator of the Los Angeles Equestrian Center (LAEC);
- 2. Appoint ASM Global (ASM) as the interim facility manager of the LAEC;
- 3. Approve the proposed facility management agreement (Attachment 1) between the City of Los Angeles (City) and ASM for the operation and management of the Los Angeles Equestrian Center for a two-year term with a one-year extension option:
- 4. Find that the services required are of a professional and expert quality and are temporary and occasional in nature; therefore, competitive bidding under Charter Section 371(e)(2) is neither practicable nor advantageous; and
- 5. Find that, pursuant to Charter Section 371(e)(10), the services required involve the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law; and

PG. 2 NO. _22-114

- 6. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance of a license to use an existing facility involving negligible or no expansion of use] of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk; and
- 7. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a NOE and,
- 8. Approve the allocation of One Million, Five Hundred Thirty-Seven Thousand Five Hundred Dollars (\$1,537,500) in Concession Improvement from Account No. 89070K-00 for the Los Angeles Equestrian Center Operation Account No. 302-89-89TBD.
- 9. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee or designee to make technical corrections as necessary to carry out the intent of this Report.
- 10. Authorize the Board President and Secretary to execute the proposed facility management agreement between the City and ASM upon receipt of the necessary approvals.

SUMMARY

The LAEC is a seventy-five (75) acre equine boarding and training facility and a banquet destination located north of the Los Angeles River and 134 Freeway within the boundaries of Griffith Park. Facilities to board over one thousand (1,000) horses are available at LAEC along with rings for training and competitive equestrian contests and a three thousand five hundred (3,500) seat riding and exhibition arena. In addition, LAEC has a total of 13,000 square feet of multi-use banquet and event space as well as a café that is operated during horse show events.

LAEC has operated the equestrian center under a concession agreement since May 1990, the set term of which is now expired (1990 Agreement). Under the 1990 Agreement, LAEC oversees all services, including: boarding, hosting horse shows and equine competitions, facility and horse barn maintenance, horse riding rentals and instruction, commercial filming coordination and the hosting of banquets, exhibitions, social and business meetings, etc. LAEC, Inc. had the right to hold sub-license agreements for the services listed above.

In 2019, LAEC, generated a total of \$7,054,618 in gross sales and paid \$251,378 in total rent to RAP. Banquet food and non-alcohol beverage sales, alcohol beverage sales, boarding fees and commercial filming made up the bulk of the revenue stream with percentage rent rates of two to four percent by category.

The 1990 Agreement contains a holdover provision for continuity of operations in the absence of a new concession agreement being executed. The holdover provision continues the terms and conditions of the 1990 Agreement forward, subject to termination (the agreement uses the term "cancellation") by either party with 60-days written notice sent by registered mail.

PG. 3 NO. 22-114

This report requests approval to issue a 90-day notice of termination to LAEC, Inc. and approval to contract with ASM as an interim operator who will manage the facility on RAP's behalf while a new Request for Proposal (RFP) is developed for a long-term agreement.

Facility Manager Model Option

Staff proposes to contract with ASM as the interim facility manager of LAEC similar to the management model in place at the Greek Theatre. This model will enable RAP to gain a clear understanding of the operation and determine the capital improvement needs and service enhancements necessary to return the LAEC to being a world-class facility. ASM will operate the LAEC on behalf of RAP on an interim basis, which will allow greater operational control by RAP. Responsibilities of ASM will include, but not be limited to: maintenance of the facility and grounds, horse rental operations, banquet food and beverage events, general event management, horse shows and equine competition, and horse riding instructional services.

As noted above, LAEC does have three ballrooms of various sizes comprising approximately 13,000 square feet, a cottage styled building used as a small event facility with an outdoor garden, three outdoor patio areas connected to banquet facilities and the semi-enclosed 3,500 seat Equidome arena which can serve as an event or exhibition venue. While RAP expects that ASM will make these spaces available for special event rentals, the primary focus will be on equestrian related activities.

Currently, equestrian-focused sub-licensees operating on the premises include a riding school, a retail shop and numerous horse trainers. RAP staff will ensure that these businesses remain operational during this transition period, should the operators choose to remain.

In addition, there is the potential to expand horse shows among the various arenas and the Equidome and room on the premises to expand stable space and increase revenue through the addition of horses housed at the facility.

Proposed Interim Agreement with ASM as Facility Manager

ASM is parent company of SMG, which is the current operator of the Greek Theatre and has been a key partner in achieving success with RAP's open venue management model there. Furthermore, ASM currently operates five equestrian centers throughout the U.S. and has the expertise to serve as the interim facility manager. RAP staff will work closely with ASM to ensure a smooth transition for boarders and sub-licensees who operate on the property. The proposed agreement with ASM is attached to this report. Key points of the interim agreement include:

- A term of two years plus a one-year option.
- RAP to pay an annual management fee to ASM of \$250,000 per year.
- ASM shall be entitled to retain twenty percent (20%) of any net operating income generated over and above the first \$250,000 in net operating income, as incentive

PG. 4 NO. 22-114

compensation.

- ASM to provide all operational oversight management of the LAEC under direction of RAP staff.
- ASM will facilitate all sub-contracting, boarding, and contracts with trainers.
- ASM will be responsible for all facility and equipment maintenance and procurement on behalf of RAP.
- ASM will manage the booking and coordination of all horse shows, filming, and special events with an emphasis on equestrian activities.
- ASM to facilitate and coordinate with RAP on programming for a diverse population of youth from all parts of the City.
- ASM to represent RAP at equestrian community meetings and remain accessible to the community and stakeholders to address any concerns on behalf of RAP.
- ASM will provide 24-hour security and work in consultation with the Los Angeles Police Department, Los Angeles Fire Department and the Los Angeles Park Rangers.
- ASM will operate under all Federal, State and Local government regulations for the health and safety of the equine community.

ASM has identified a qualified equestrian professional who has more than twenty years of experience in managing equestrian centers throughout the country to oversee the transition. This equestrian facility management advisor will onboard team with the requisite professional experience to successfully manage an equestrian facility of this size, scale, and scope.

Additionally, the existing LAEC, Inc. non-management staff may be retained under the guidelines of the City's Worker Retention Ordinance (WRO). Regular employment may eventually be offered to those employees under the terms of the WRO.

ENVIRONMENTAL IMPACT

The proposed action to authorize RAP's General Manager to terminate the current concession agreement with LAEC, Inc. and execute the proposed two-year agreement with ASM involves the issuance of a license to use an existing facility involving negligible or no expansion of use.

According to the parcel profile report retrieved on March 29, 2022 this area resides in a liquefaction zone. The proposed Board action, however, will not create conditions that could lead to liquefaction.

This site is not within a coastal or methane zone, so there is no reasonable possibility that the project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed project. As of March 29, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at

PG. 5 NO. 22-114

www.envirostor.dtsc.ca.gov) has not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the project or within the project site. Furthermore, the site is located within the boundaries of Griffith Park, a Historic Cultural Monument of the City of Los Angeles (HCM #942), but the issuance of the new agreement will not cause a substantial adverse change in the significance of a historical resource.

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

FISCAL IMPACT

A potential increase in revenue to RAP's General Fund of approximately Two Hundred Thousand Dollars (\$200,000) annually is estimated as a result of this action. All revenue collected during this interim term is intended to be reinvested in making improvements to the LAEC.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 3: Create & Maintain World Class Parks and Facilities Goal No. 6: Build Financial Strength & Innovative Partnerships

This Report was prepared by the RAP Concessions Division.

LIST OF ATTACHMENTS/EXHIBITS

1) Proposed Agreement between the City of Los Angeles and ASM Global

AGREEMENT FOR TEMPORARY FACILITY MANAGEMENT OF THE LOS ANGELES EQUESTRIAN CENTER

Between

THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

And

ASM Global

TABLE OF CONTENTS

SECTION 1. DEFINITIONS	2
SECTION 2. PERMISSION GRANTED	4
SECTION 3. PREMISES	4
SECTION 4. TERM OF AGREEMENT	4
SECTION 5. SERVICES TO BE PROVIDED AND OPERATING	
RESPONSIBILITIES	5
SECTION 6. HOURS / DAYS OF OPERATION	15
SECTION 7. OPERATIONAL REVENUES AND	
EXPENSE REIMBURSEMENT	16
SECTION 8	17
SECTION 9. ADDITIONAL FEES	17
SECTION 10. MAINTENANCE OF PREMISES	18
SECTION 11. PROHIBITED ACTS	20
SECTION 12. NUMBER OF ORIGINALS	21
SECTION 13. RATIFICATION LANGUAGE	22
SECTION 14. PERFORMANCE DEPOSIT	22
SECTION 15. TAXES, PERMITS, AND LICENSES	22
SECTION 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY,	
INDIRECT TRANSFERS RESULT IN CITY'S RIGHT TO TERMINATE	23
SECTION 17. BUSINESS RECORDS	23
SECTION 18. REGULATIONS, INSPECTION, AND DIRECTIVES	25
SECTION 19. SURRENDER OF POSSESSION	29
SECTION 20. NOTICES	29
SECTION 21 INCORPORATION OF DOCUMENTS	30

AGREEMENT FOR OVERSIGHT MANAGEMENT OF THE LOS ANGELES EQUESTRIAN CENTER

THIS AGREEMENT is made and entered into between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through the Department of Recreation and Parks ("RAP"), and ASM Global Arena Management, LLC ("ASM" or "CONTRACTOR") this XXXXXX day of XXXX, 2022 ("EFFECTIVE DATE").

WHEREAS, RAP seeks to hire a facility management company for a short term engagement to oversee management of the Los Angeles Equestrian Center (LAEC) while RAP develops and releases a Request for Proposal seeking a long-term operator; and

WHEREAS, ASM has extensive operational experience in managing large equestrian venues around the United States, including venues owned by state and local governments, and is able to engage quickly by taking advantage of staffing synergies via ASM's operational presence at event venues in the Los Angeles area;

WHEREAS, the services required are of a professional and expert quality and are temporary and occasional in nature; therefore, competitive bidding under Charter Section 371(e)(2) is neither practicable nor advantageous; and

WHEREAS, pursuant to Charter Section 371(e)(10) the services required involve the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law; and

WHEREAS, RAP, finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks sufficient and necessary personnel to undertake these specialized professional services; and

WHEREAS, ASM agrees to enter into this AGREEMENT to assist the RAP in providing the public with high-quality management services at LAEC.

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 or CONTRACT:	This AGREEMENT consisting of thirty-three (33) pages and Exhibits (A thru K) attached thereto.
BOARD:	The Board of Recreation and Park Commissioners.
CITY:	The City of Los Angeles, acting by and through the Board of Recreation and Park Commissioners.
DEPARTMENT	The Department of Recreation and Parks. Whenever approval of the DEPARTMENT is sought or otherwise required in this AGREEMENT, such approval may be given by the General Manager.
EFFECTIVE DATE:	[Insert date from first page above]
EXECUTIVE DIRECTOR:	The ASM employee designated to oversee, operate and manage the Los Angeles Equestrian Center
FACILITY:	Los Angeles Equestrian Center, located at 480 Riverside Drive., Los Angeles, CA 90027
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code

NET OPERATING INCOME

All OPERATIONAL REVENUE plus all interest earned by ASM on any OPERATIONAL REVENUE, minus the NOT-TO-EXCEED EXPENSES authorized to be incurred by ASM in Section 7(B)

NOT-TO-EXCEED EXPENSES

The annual maximum amount DEPARTMENT is obligated to pay ASM for services provided and expenses incurred per this Agreement. Any amount incurred or expended by ASM beyond the amounts authorized in Section 7(B), below, may only be reimbursed following separate approval by the Board.

OPERATIONAL REVENUE

All gross receipts, including but not limited to the total amount charged for any goods, services, venue rentals, filming, special events, catering, or concessions, generated as a result of any and all operations of ASM at LAEC

PREMISES:

The geographical area as defined in Section 3 of this Agreement, which is further depicted in Exhibit C

TRANSITION EXPENSE:

Expenses incurred by ASM in connection with ASM'S preparation to assume operational control of the FACILITY during the period of time between the EFFECTIVE DATE and the date ASM commences full time, on-site operations at the Facility.

SECTION 2. PERMISSION GRANTED

The CITY hereby grants to ASM, subject to all of the terms and conditions of this AGREEMENT, the right to provide operational oversight and coordinated management of the Los Angeles Equestrian Center and to act as the DEPARTMENT'S agent, working with and under the direction of the DEPARTMENT'S staff with respect to the day to day operations of the FACILITY.

The CITY reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance; however the CITY shall consider recommendations of ASM in the planning process and may assign any operation of such improvements to ASM in accordance with this terms of this AGREEMENT. DEPARTMENT agrees that it will consider the impact on horse shows or events that have already been booked when scheduling facility improvement projects.

SECTION 3. PREMISES

The PREMISES (hereinafter referred to as PREMISES) authorized for use by ASM shall only include the Los Angeles Equestrian Center property, as depicted in Exhibit C, which is comprised of administrative offices and banquet facilities; barns; arenas; an equidome; numerous parking lots; polo fields; an equitation school; and other auxiliary buildings within the PREMISES.

ASM shall not use or permit the FACILITY to be used, in whole or in part, for any other purpose other than those set forth in this AGREEMENT except with the prior, written consent of BOARD, nor allow any use in violation of any present or future laws, ordinances, rules and regulations relating to sanitation or the public health, safety or welfare of operations at and use of the FACILITY.

ASM hereby expressly agrees that within 90 days of execution of this Agreement, and at all times during the term of this AGREEMENT, to maintain, use and operate the FACILITY in a safe, clean, wholesome and sanitary condition, and in compliance with any and all present and future laws and ordinances, as well as all rules and regulations and DEPARTMENT standards and directives relating to public health, safety, or welfare.

ASM and CITY agree that the PREMISES will be delivered in an as-is condition.

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall commence on the EFFECTIVE DATE of this AGREEMENT, and shall be for two (2) years, with a one (1) year extension option, exercisable, via 120 days written notice to ASM, at the sole discretion of the DEPARTMENT.

Termination of this AGREEMENT shall done in accordance with the termination provisions (e.g. PSC-9) in the attached Standard Provisions for City Contracts (Rev.

10/21)[v.4]. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable to ASM in excess of the then-applicable fees or expense reimbursements, as set forth in Section 7 below, because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the AGREEMENT.

SECTION 5. SERVICES TO BE PROVIDED AND OPERATING RESPONSIBILITIES

ASM shall, at all times, provide the following services and comply with the following conditions:

A. Operations:

ASM shall provide management staff which shall, at a minimum, include: Executive and Administrative, Operations, Barn Management, Grounds Keeping, Sales/Special Events, Food and Beverage and IT positions. The DEPARTMENT may require additions to or removals from the list of positions stated above and as shown in the organizational chart in Exhibit D. Any changes to this list of positions must be preapproved by the DEPARTMENT.

At a minimum, the ASM staff will be responsible for the following duties and responsibilities:

- 1. Provide operational oversight management at the LAEC.
- 2. Collect all fees for FACILITY services, maintain proper accounting records for the FACILITY, pay for (as operations and insurance expenses) and obtain all licenses, permits, and insurance (Insurance Requirements and Instructions, Exhibit B).
- 3. Manage the rental of boarding stalls and provide customer service to boarders and trainers.
- 4. Facilitate the sub-contracting of peripheral services including, but not limited to: food and beverage service, banquet services, riding school, equine support services, retail shops, veterinary services, horse shows and others as RAP may deem necessary. ASM will provide oversight on behalf of RAP to ensure the sub-contractors are complying with the terms and conditions of their respective agreements. ASM may negotiate short-term sub-license agreements, subject to the approval of the DEPARTMENT.
- 5. Ensure barns and surrounding areas such as cross ties and wash racks are in good functional condition and regularly maintained.
- 6. Ensure stalls are in good condition upon move in: gates working; stall ground surfaces should be level; waterers functional and clean; no dangerous, sharp objects or edges; and pest control.
- 7. Mitigate, throughout the FACILITY, vermin, flooding, and excessive dust, especially, with respect to the latter, during periods of dry weather.
- 8. Regular maintenance of leveling of stall floors.
- 9. Within 30 days execution of this Agreement, ASM must submit a plan to RAP for approval for scheduling, management and coordination of overall barn cleaning.

- The level of service must exceed the current cleaning schedule. (Specific areas to be cleaned must include aisles, crosstie areas, ceilings, beams, pipes above reach, around tack lockers, and the feed room.).
- 10. Ensure that all facilities, buildings, enclosures, and footing are well maintained (interiors and exteriors).
- 11. Ensure that the entire FACILITY and PREMISES are always maintained in a safe and clean condition, including landscape maintenance, irrigation repairs, tree trimming, turf maintenance and building maintenance (clean gutters, make repairs, paint, etc.).
- 12. Provide bedding (with a minimum standard of quality for material and volume).
- 13. Facilitate daily stall cleaning: mucking, cleaning of auto-waterer, and additional optional services.
- 14. Within 30 days of the execution of this Agreement, ASM must submit to RAP for approval a horse-feeding schedule for implementation. The plan must include additional service options for boarders.
- 15. Ensure access to cool drinking water for horses. ASM agrees to provide RAP with a detailed plan to provide solutions for hot months within 60 days of the EFFECTIVE DATE.
- 16. Ensure that the entire FACILITY and PREMISES are always maintained in a safe and clean condition, including:
 - a. Plumbing: (water for horses: access to cool drinking water), proximate spigots/hoses for cleaning, and any kitchens and restrooms.
 - b. Electrical: for barn and facility lights, running fans in stalls and aisles, plugging in small appliances like grinders for supplements.
 - c. Natural gas service.
- 17. Manage, set standards and assign storage for boarders, which may include spaces for:
 - a. riding equipment, tack, supplies
 - b. Feed: hay, grains, carrots, supplements
 - Muck bucket(s), muckrakes
- 18. Within 30 days of the execution of this Agreement, develop and enforce standards for running fans in stalls and elsewhere. Also propose alternative cooling methods such as misters or other solutions.
- 19. Ensure fair and equitable use of facilities, including: lunge/circular rings, pens, wash racks, cross ties, all internal trails, and hot-walker, et. al.
- 20. Upon taking over the operation of the Facility, transition and manage the booking of horse-shows and special-events. ASM shall provide a report to the DEPARTMENT and stakeholders on the first day of every month which lists all scheduled events for that month and clearly and timely communicate to boarders and trainers any anticipated impacts to access or operations of equestrian activities.
- 21. Oversee the care of boarded horses including hiring and managing staff who conduct mucking, feeding, cleaning and maintenance of the FACILITY.
- 22. Coordinate and collaborate with horse show promoters and special event clients before, during and after the event.
- 23. Maintain public and event staff ingress and egress at all times to the LAEC.

- 24. Manage all **parking operations**, including subcontracting (if necessary) of the operation as well as collecting and remitting all parking fees levied by RAP.
- 25. Prepare and manage a <u>traffic control plan</u> with the community, RAP and City of Burbank for large scale (over 500 participants and spectators) events, as necessary. This number may be adjusted by written approval of the General Manager of the Department.
- 26. Be reasonably accessible to stakeholders, including the <u>surrounding</u> <u>community</u> to answer questions and to collaborate on all aspects of the operation.
- 27. Coordinate with <u>RAP Park Rangers</u>, <u>Los Angeles Fire and Police Department</u> on all large-scale (over 500 attendees) scheduled events regarding Fire, EMS and Security services necessary for public protection. In an emergency call 911.
- 28. Perform annual <u>Fire/Life testing</u> of the LAEC with a licensed contractor in conformance with LAFD Regulation 4.
- 29. Develop a new temporary website, logo, branding, keeping all up to date, including but not limited to the calendar and promotional information in collaboration with the DEPARTMENT. ASM will coordinate and manage all social media apps for the LAEC including, but not limited to Twitter, Facebook, Instagram or other designated ASM social media outlets. ASM shall provide full administrative access to City staff, including log in information and passwords, to all social media accounts during the term of this AGREEMENT. Upon expiration or termination of this AGREEMENT, ASM shall provide administrative access and information to all social media accounts and, if necessary, assign or transfer ownership of said accounts to the City. ASM shall provide designated City staff with access to the FACILITY's highest-speed available non-public Wi-Fi, including log in information and passwords for such Wi-Fi.
- 30. Ensure the FACILITY is reasonably safe and clean.
- 31. Coordinate with RAP for the use of the LAEC for programming that may provide equine experiences for youth from communities throughout Los Angeles.
- 32. Manage the <u>transition</u> of the LAEC from the current operator. This includes but is not limited to determining best strategies for ensuring continuity of service to current boarders, trainers and sub-tenants; coordinating with possible horse show or event promoters that could be holding dates with the current operator; touring the facility and identifying any fire life safety concerns that should be immediately addressed; and managing the transition and hosting of any special events that were booked as of the EFFECTIVE DATE of this AGREEMENT.
- 33. Provide a representative at the meetings of the Los Angeles Equine Advisory

 Committee and host regular meetings for boarders, trainers, and other stakeholders to exchange ideas and provide updates on happenings at the LAEC.
- 34. Provide owners with 24-hour access to their horse(s).
- 35. Provide security twenty-four hours/day, seven days a week.
- 36. Direct staff to conduct minimum twice nightly horse safety checks.
- 37. ASM agrees to use its Venue Management Software, at no additional cost to DEPARTMENT, to manage, book and coordinate the execution of all events. ASM will provide DEPARTMENT access to all information and databases related to the FACILITY. All data captured within the Venue Management Software belongs to

- the DEPARTMENT and shall 1) be provided to the DEPARTMENT upon request, and 2) exported and delivered to the DEPARTMENT prior to the termination of this AGREEMENT.
- 38. Within 30 days of execution of this Agreement, ASM may request written approval from the DEPARTMENT to offer additional premium service upgrades to boarders and trainers for services that are provided above and beyond the minimum standards listed above.
- 39. ASM shall within the first 30 days of execution of this Agreement, start a community engagement process for all boarders, instructors, community members, subcontractors, sub-licensees, etc. and be held monthly on an on-going basis.
- 40. ASM shall within the first 60 days of execution of this Agreement, provide a detailed assessment with recommendations and projected costs to resolve any fire/life/safety issues.
- 41. ASM shall within the first 90 days of execution of this Agreement, present the DEPARTMENT with a proposal for horse rental operations. These services may be provided by a sub-licensee.
- 42. ASM shall coordinate with the Department of Water and Power and other City Departments to facilitate possible future installation of solar panels throughout the Facility.
- 43. ASM shall provide continuous dust control of the Facility.
- 44. ASM will coordinate with RAP for the boarding of the park ranger mounted unit boarding and expenses.
- 45. ASM shall serve as RAP's fiscal agent for the procurement of supplies, equipment, and horses for the park ranger mounted unit.
- 46. Create an emergency evacuation plan in coordination with the City, to be posted and shared at all areas of the FACILITY.
- 47. Create a biosecurity action plan in coordination with the City to protect horses from infectious diseases, including EHV-1, in conformance with California Department of Agriculture standards.

B. Fiscal Responsibilities

ASM shall act as the DEPARTMENT'S fiscal agent for the LAEC facility. Accordingly, ASM will collect all fees associated with FACILITY operations, including food and beverage and merchandise sales by ASM or third-party vendors, and will ensure proper accounting for all monies collected and any interest earned. Any proposed increases to the rental rates for boarding stalls and fees and charges for any associated services must be approved by the BOARD. ASM shall propose increases in such rates, fees and charges only for a reasonable amount and reflecting the economic diversity of the region.

ASM will include any sub-licensee financial sales data in all financial reports. This includes monthly gross revenues and rent paid to ASM; and profit and loss statements for each operating year.

ASM will prepare an annual FACILITY operating budget, monthly financial reports (using the form attached as Exhibit G), marketing plans and pro-forma for the length

of the AGREEMENT. In addition, ASM will submit audited financials, profit and loss statements, on an annual basis. DEPARTMENT may request additional reports to assist DEPARTMENT with managing the FACILITY, including an accounting detailing all revenues and expenditures for each horse show/special event. ASM will cooperate with DEPARTMENT to provide the requested reports. The reports may be changed from time to time to include additional information as required by the DEPARTMENT.

C. Sub-Licenses

ASM may elect to retain the current food, beverage and banquet sub-licensee and shall retain the riding school sub-licensee and the retail shop licensee; as well as, continue the existing commercial rental agreements with equine service providers and trainers. After six months of operation ASM shall evaluate existing sub-licensee relationships and make a recommendation to RAP as to any changes to service providers and/or sub-licensees.

D. Transition Management

ASM agrees to manage the transition of the FACILITY from the current operator, including but not limited to implementing a strategy for retaining existing LAEC staff in accordance with the CITY's worker retention ordinance.

ASM, will designate an agreed upon number of employees to work on transition activities, as requested by DEPARTMENT. The cost for the employee(s) is a TRANSITION EXPENSE and will be reimbursed to ASM.

E. Filming and Special Events

It is the policy of the CITY to facilitate the use of CITY properties as film locations when appropriate. DEPARTMENT has established a Park Film Office to coordinate the use of park property for film production purposes. All fees for use of park property by film production companies shall be established and collected in accordance with CITY and DEPARTMENT policies. ASM shall establish a FACILITY rental fee schedule for filming, and collect, on behalf of the DEPARTMENT, any fees for film production conducted at FACILITY. All filming conducted at FACILITY must be approved in advance by the DEPARTMENT.

ASM may host equestrian and non-equestrian special events as long as they do not unreasonably impede or disrupt the use of the FACILITY by boarders and trainers. Any non-equestrian special event with more than 499 expected attendees shall be pre-approved in writing, prior to booking, by the DEPARTMENT. ASM shall emphasize service to boarders and trainers and prioritize the booking of equestrian shows. Filming and special events shall be secondary.

F. Community Satisfaction

ASM shall be accessible to the surrounding community to address questions and concerns and to collaborate on all aspects of FACILITY operations in conjunction with DEPARTMENT'S designated representative(s).

G. Facility Management Meetings

ASM shall attend meetings upon the request of the DEPARTMENT, including, but not limited to, the Board of Recreation and Park Commissioners and CITY Council and Committee meetings relating to the management and operations of the Facility. ASM may be called upon and agrees to assist the DEPARTMENT in the preparation and presentation of these matters.

H. Cleanliness

ASM shall ensure the FACILITY is always maintained in a reasonably safe and clean condition and will work in conjunction with the DEPARTMENT to keep the PREMISES, including all equine, administrative, commercial, and banquet structures, parking lots, perimeter property, including fencing, clean, uncluttered, and sanitary at all times.

Horse barn cleanliness shall follow the guidelines as issued by the United States Equestrian Federation (USEF) as well as the State of California.

ASM shall not permit any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, to remain on the PREMISES, and ASM shall prevent any such matter or material from being or accumulating upon said PREMISES.

I. Conduct

ASM and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of the DEPARTMENT.

J. Disorderly Persons

ASM shall use its commercially reasonable efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon the aid of peace officers to assist in maintaining peaceful conditions. ASM shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

K. Personnel

Within 30 days of the execution of this Agreement, ASM shall develop and submit a protocol, for the DEPARTMENTs approval, for the engagement of any employee or subcontractor. ASM's protocol shall comply with all applicable CITY, STATE,

and/or Federal labor laws.

i. Existing Personnel

ASM may choose to retain current LAEC management staff, including: the General Manager, Stabling Manager; Operations/Event Manager; Finance Manager; Receptionist; Event Manager; and stable, custodial and maintenance workers upon consultation with DEPARTMENT staff. ASM shall comply with the CITY's worker retention ordinance.

Existing LAEC salary schedules and job descriptions shall be considered as well as the existing work force employment promotional process.

The positions listed in this subsection shall at all times be filled as much as possible and maintained to perform the services required in this AGREEMENT. Failure to maintain these positions may be considered a material breach and may result in reductions of the NOT-TO-EXCEED EXPENSES authorized in Section 7(B) and/or termination of AGREEMENT.

ii. Qualified Personnel

ASM will employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All personnel will be trained in accordance with ASM'S submitted training plan prior to starting work at the PREMISES. All such personnel, while on or about the PREMISES, shall be neat in appearance and directed to be courteous at all times and shall be appropriately attired in conjunction with agreed upon appearance standards attached, with badges or other suitable means of identification. ASM shall prohibit persons employed by ASM, while on or about the PREMISES, to be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory, the DEPARTMENT may direct ASM to remove that person from the PREMISES. ASM will create an employee handbook that will delineate these requirements to be signed by all employees.

iii. EXECUTIVE DIRECTOR of the Los Angeles Equestrian Center:

The EXECUTIVE DIRECTOR must be a qualified and experienced manager or supervisor of operations with a minimum of ten years' experience in equestrian venue management, vested with full power and authority to accept service of all notices provided for herein and to manage and supervise the operation of the FACILITY, including the quality services to boarders, and the appearance, conduct, and demeanor of SMG's agents, servants, and employees. The EXECUTIVE DIRECTOR shall be available during regular business hours, including show times and, at all times during that person's absence, a responsible subordinate shall be in charge and available. The authority of the EXECUTIVE DIRECTOR includes, but is not limited to the ability to: hire, fire,

and schedule personnel; order merchandise and materials; oversee inventory control and tracking; implement a marketing plan; maintain accounting records; book parties and events; oversee operations; train employees (to include such areas as customer service); and have ultimate on-site decision-making responsibility.

The EXECUTIVE DIRECTOR shall devote the greater part of their working time and attention to the operation of the FACILITY and shall promote, increase and develop the business. During the days and hours established for the operation of the subject FACILITY, the EXECUTIVE DIRECTOR'S personal attention shall not be directed toward the operation of any other business activity.

iv. Approval of Personnel

THE DEPARTMENT shall have the right to approve or disapprove senior level employees of ASM who are providing services to the LAEC.

L. Diversion of Business

ASM shall not divert, cause, allow, or permit to be diverted any commerciallyviable business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

M. Equipment and Furnishings

All equipment, furnishings, and expendables required to operate the PREMISES shall be purchased using the funds provided for the NOT-TO-EXCEED EXPENSES authorized in Section 7(B) of this AGREEMENT. The equipment, furniture, and expendables shall remain the CITY'S real or personal property (all such property being referred to herein as "CITY'S FF&E"). ASM shall deliver an inventory of all existing equipment within 90 days of the EFFECTIVE DATE of this AGREEMENT and at the beginning of each calendar year for each year of the term of the AGREEMENT thereafter. The inventory report shall include updated equipment lists as well as equipment status, length of remaining useful life, and explanations of any reduction in inventory.

Office space and utilities at the FACILITY will be provided to ASM by CITY at no cost to ASM, but it shall but used for no purpose other than the operation of the FACILITY.

N. Maintenance of Equipment

ASM shall, at all times, keep and maintain all CITY FF&E, in good repair and in a clean, sanitary, and orderly condition and appearance. ASM will be

responsible for maintenance and repair of the PREMISES, the FACILITY, and all CITY FF&E. This maintenance shall be paid for using the funds provided for the NOT-TO-EXCEED EXPENSES authorized in Section 7(B) of this AGREEMENT.

The CITY reserves the right to conduct inspections of the FACILITY and make additional requirements to the maintenance of equipment at any time. No equipment provided by CITY shall be removed or replaced by ASM without the prior written consent of the DEPARTMENT.

O. Permits and Licenses

ASM shall obtain any and all permits, approvals, and licenses that may be required in connection with the operation of the FACILITY including, but not limited to: tax permits, business licenses, LA County Health permits and CITY Los Angeles Police Department, Animal Services Department, Fire Department and Building and Safety Department permits. All permits, approvals and licenses shall be posted in the appropriate areas on a year-round basis.

P. Signs and Advertisements

ASM shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from the DEPARTMENT, who may require the removal or refurbishment of any previously approved sign.

ASM shall not permit vendors to display wares inside or outside the FACILITY or on said property unless written permission is secured from the DEPARTMENT in advance of installation, and such permission shall be subject to revocation at any time but shall not be unreasonably withheld, unless signage is part of a concessionaire or approved horse show/special event merchandise. The type of sign or advertisement and the duration of display shall be approved in advance and in writing by the DEPARTMENT.

At the FACILITY, a sign shall be posted in a public place stating that the FACILITY is operated under an AGREEMENT issued by CITY through the DEPARTMENT.

Q. Utilities

The DEPARTMENT shall directly pay for all water, electricity, and gas utility charges associated with the PREMISES and FACILITY. ASM shall obtain and directly pay for (as an operations expense) telephone and internet service. The telephone number shall be placed in the FACILITY'S name and shall not be transferable to any other location.

ASM will comply with all water and energy saving policies and produce a yearly report on achieving improvements in water and energy usage.

Except to the extent of CITY's fault, including failure to maintain and repair as provided in this AGREEMENT, ASM hereby expressly waives all claims for compensation, or for any diminution or abatement of the revenue-sharing 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 ASM 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.

In all instances of damage to any utility service line, CITY shall be responsible for the cost of repairs and any and all damages occasioned thereby, except to the extent that such damage is caused by the negligence of ASM or its employees or subcontractors.

ASM shall use best efforts to assure that water and energy are utilized by ASM and its subcontractors in the most efficient manner possible, and ASM expressly agrees to comply with all CITY water and energy conservation programs.

R. Safety

ASM will prepare a safety plan with specific training programs for all employees. ASM will designate a safety officer to report on safety statistics including employee and patron injuries on a monthly basis. ASM will review all workers compensation claims that arise from PREMISES.

ASM shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. ASM agrees to respond to and correct any safety or hazardous condition or incident identified by the DEPARTMENT immediately or to provide a written response within twenty-four (24) hours of necessary corrective action. In the event of injury to an employee, staff person, manager, boarder or other person(s) while at the FACILITY, ASM shall summon medical attention as soon as reasonably possible thereafter. ASM shall keep internal documentation of the incident and shall submit to the DEPARTMENT a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit E) within forty-eight (48) hours of the incident, two (2) copies of all Accident/Incident reports shall be sent to address identified in SECTION 20. NOTICES.

If after reasonable notice, ASM fails to correct hazardous conditions which have

led or, in the reasonable opinion of the DEPARTMENT, could lead to injury, the DEPARTMENT may, at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, to be paid by ASM to CITY; provided that ASM shall not be responsible for such hazardous conditions to the extent caused by CITY or which are otherwise an obligation of the CITY.

S. Security

ASM shall be responsible for the security of the PREMISES. ASM will designate a security director to report on security statistics on a quarterly basis. ASM may install equipment, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any security equipment purchased, installed, and maintained by ASM shall be CITY FF&E and paid for using the funds provided for the NOT-TO-EXCEED EXPENSES authorized in Section 7(B) of this AGREEMENT. ASM shall obtain the DEPARTMENT'S prior written approval for any security equipment expenditure.

T. Intellectual Property

The "Los Angeles Equestrian Center" is a trademark of the CITY. Use of this trademark without permission may constitute trademark infringement and unfair competition in violation of federal and state law. Except as permitted in this AGREEMENT or by prior written consent of the DEPARTMENT, ASM may not:

- Use the trademark in connection with any products or services unrelated to this AGREEMENT;
- 2. Use any trademarks confusingly similar to the CITY's trademark in connection with any products or services unrelated to this AGREEMENT;
- 3. Create or maintain a website, unrelated to this AGREEMENT, using a domain name confusingly similar to the trademark or including the words "Los Angeles Equestrian Center" or "LAEC";
- 4. Register or attempt to register the trademark or any marks confusingly similar to it; and
- 5. Challenge or dispute CITY's ownership of and rights to the trademark and the validity of any of CITY's registrations or applications for the trademark.

SECTION 6. HOURS / DAYS OF OPERATION

ASM shall manage and operate the FACILITY twenty-four hours a day, seven days a week, on a year-round basis per applicable CITY and DEPARTMENT codes,

rules, regulations, ordinances, and laws regarding levels of noise and public/private access. The DEPARTMENT recognizes the need for periods of closure of certain areas for maintenance and facility improvements.

SECTION 7. OPERATIONAL REVENUES AND EXPENSE REIMBURSEMENT

A. OPERATIONAL REVENUE AND NET OPERATING INCOME

Except as authorized in Section 7(C) below, ASM shall remit to DEPARTMENT one hundred percent (100%) of all NET OPERATING INCOME.

ASM shall act as the DEPARTMENT's fiscal agent in collecting OPERATIONAL REVENUE and shall ensure proper accounting for all monies collected.

For the duration of the AGREEMENT, ASM shall transfer NET OPERATING INCOME to the DEPARTMENT as follows:

- i. NET OPERATING INCOME shall be remitted to the DEPARTMENT in one single payment each AGREEMENT year. The annual payment shall be due from ASM no later than sixty (60) days after the end of ASM's fiscal year, or in the event the AGREEMENT is terminated prior to the end of an AGREEMENT year, no later than sixty (60) days after the termination of the AGREEMENT. ASM's obligation to pay the DEPARTMENT shall survive the termination of this Agreement.
- ii. In any time when the combined total of 1) NOT-TO-EXCEED EXPENSES authorized in Section 7(B) and 2) the base management fee in Section 7(C) exceeds the combined total of OPERATIONAL REVENUE and any interest earned by ASM on that OPERATIONAL REVENUE for the current Fiscal Year, the DEPARTMENT agrees to pay to ASM, as reimbursement, within 30 days of receipt of a written demand from ASM, the actual shortfall. ASM agrees, upon request from the DEPARTMENT, to provide records reasonably necessary to verify the accuracy of the shortfall.

B. AUTHORIZED NOT-TO-EXCEED EXPENSES

Except as set forth below, ASM may incur only the following expenses, in performing its obligations under this AGREEMENT:

Wages and benefits for mutually agreed upon positions - \$3,120,000;

General and Administrative Expenses -\$400,000.00;

Contracted Services-\$620,000

Operations-\$450,000

Equipment-\$300,000

Repair and Maintenance-\$360,000

Supplies-\$350,000

Insurance-\$200,000

Boarding and expenses for Park Rangers mounted unit -\$50,000

ASM shall not incur more than \$5,850,000 in any AGREEMENT year, nor incur in excess of the amount listed above for any expense category in any AGREEMENT year, unless ASM receives prior approval from the BOARD, except that the DEPARTMENT is hereby authorized, without further BOARD approval and at its sole discretion, to approve, in writing, up to \$300,000 in additional contingency expenses above and beyond the \$5,850,000 listed above (for a total annual operating budget of \$6,150,000).

C. BASE MANAGEMENT FEE AND INCENTIVE COMPENSATION

ASM shall be paid \$250,000 per AGREEMENT year, which may be deducted by ASM from OPERATIONAL REVENUE in equal monthly installments, as an annual base management fee. In the event the AGREEMENT is terminated prior to the end of an AGREEMENT year, the base management fee shall be pro-rated and reduced accordingly to reflect the final portion of the year of the AGREEMENT.

On an annual AGREEMENT year basis, ASM shall be entitled to retain twenty percent (20%) of any NET OPERATING INCOME generated over and above the first \$250,000 in NET OPERATING INCOME, as incentive compensation. Any such incentive compensation may be retained by ASM prior to making the annual remittance set forth in Section 7(A)(i) above.

Because operating revenues may not be immediately available during the transition of operations from the Facility's current operator, DEPARTMENT shall be responsible for cash flowing any expenditures that must be made in advance of receipt of operating revenues. As such, DEPARTMENT agrees to deposit into an account owned by CITY, with ASM acting as fiscal agent for operational expenses, within fourteen (14) days of the effective date of this AGREEMENT, an amount equal to 25% of the proposed operating budget. Upon written agreement of the PARTIES, this requirement may be lifted as receipt of operating revenues becomes sufficient to cash flow ongoing operating expenses.

D. ACCOUNTING

The City will establish two new bank accounts for the FACILITY: Operations, and Disbursement. RAP shall be the owner of these two accounts and will give ASM

authority to access these two bank accounts based on the FACILITY's operational needs as determined by RAP.

1. OPERATIONS ACCOUNT:

ASM shall deposit any funds derived from the FACILITY's operations to the Operations Account. CITY's staff will transfer funds from the Operations Account to the Disbursement Account as needed to pay for FACILITY operational expenses. ASM shall have no disbursement authority on the Operations Account.

2. DISBURSEMENT ACCOUNT:

CITY shall give ASM authorization to disburse funds from the Disbursement Account to pay for the FACILITY's operational expenses and refund customers' refundable deposits. CITY's staff will transfer cash from the Operations Account to the Disbursement Account for FACILITY operations on an as-needed basis. ASM will provide cash outflow projections to the City as requested. The City shall give ASM authorization as necessary to sign checks and perform electronic funds transfer (EFT) to pay for FACILITY's operation invoices.

SECTION 8.

[This section left intentionally blank.]

SECTION 9. ADDITIONAL FEES

Failure of ASM to pay any of the revenue-sharing payments or any other fees, charges, or payments within ten (10) days following notice of such failure to pay is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by ASM, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, ASM agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late payments by CITY shall not be deemed as a waiver of any

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:

 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;
- 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;

- 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:

- 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 subconsultants 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:

- 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., Suite770 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:

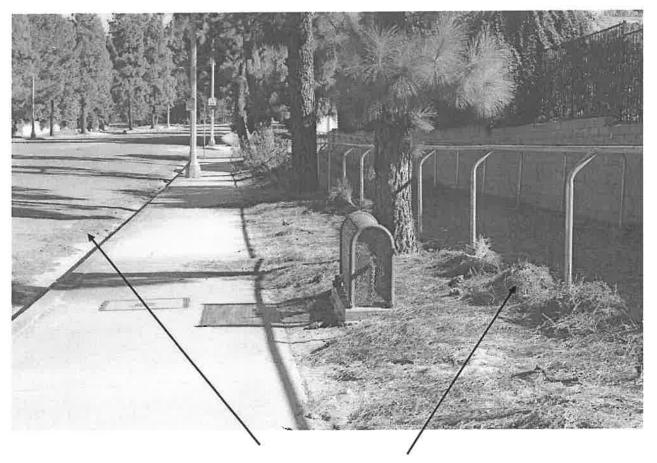
- A. Standard Provisions for City Contracts (Rev. 10/21)[v.4]
- B. Insurance Requirements and Instructions
- C. Premises Map
- D. [Intentionally Omitted]
- E. Form General No. 87 "Non-Employee Accident or Illness Report
- F. Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations 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,

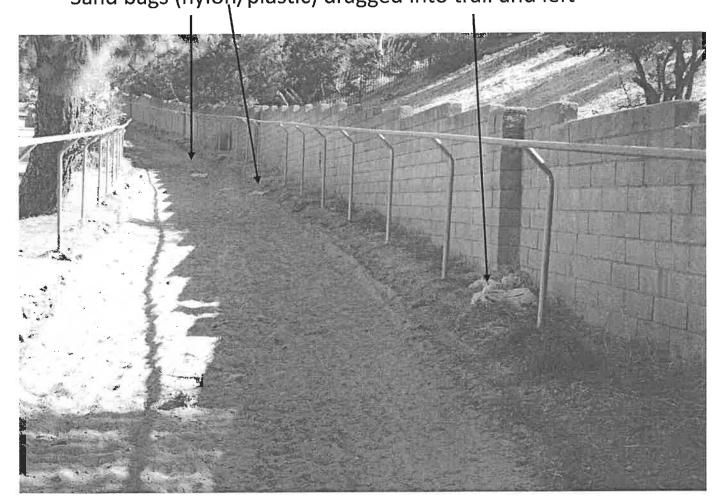
Business TaxRegistration Certificate Number: 2858497-0001-9

Internal Revenue Service Taxpayer Identification Number 23-2511871

AGREEMENT Number:



Debris blown off sidewalk and into street and horse trail Canoga Avenue looking north Sand bags (nylon/plastic) dragged into trail and left





Rinaldi Street looking north

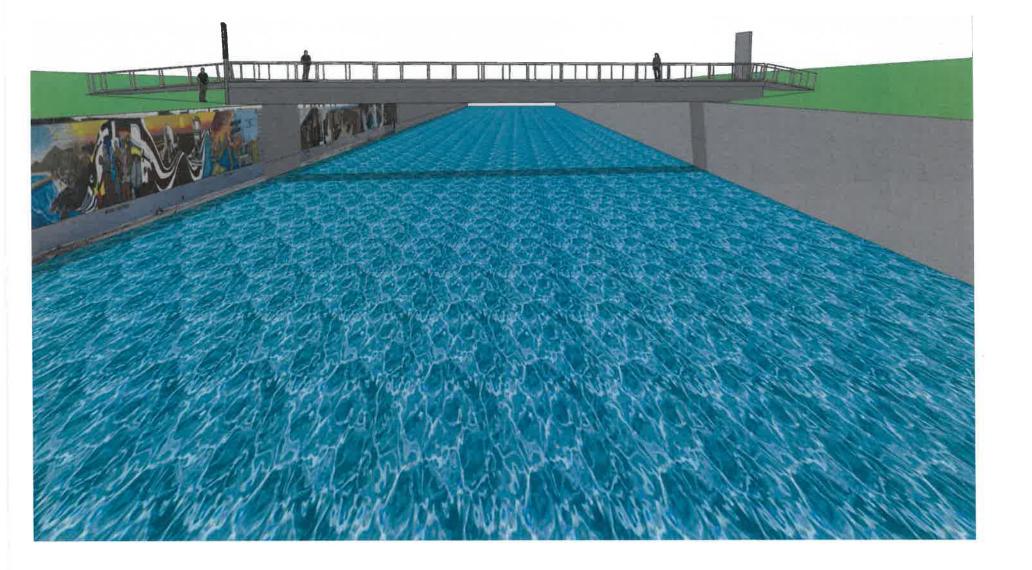


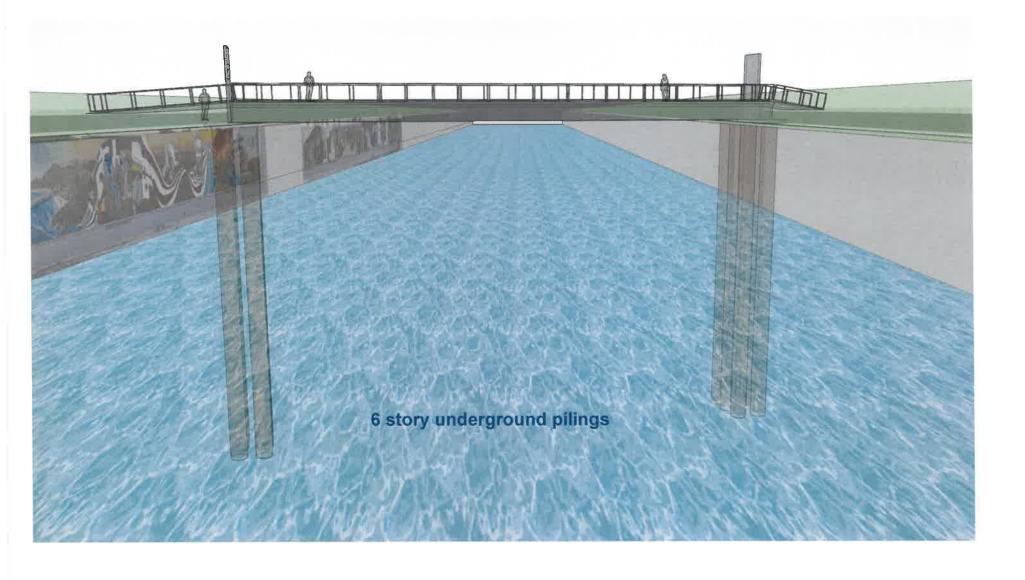
Along Rinaldi Street looking east Grader pushed debris to side of trail and into center of trail and left it

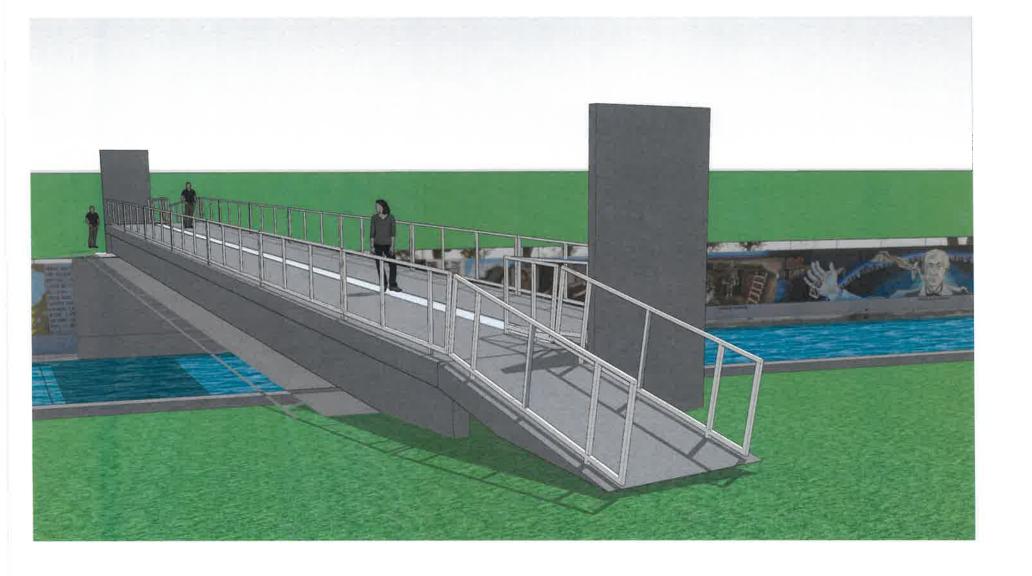


The Great Wall of Los Angeles 8 1/2 acre Monument Park

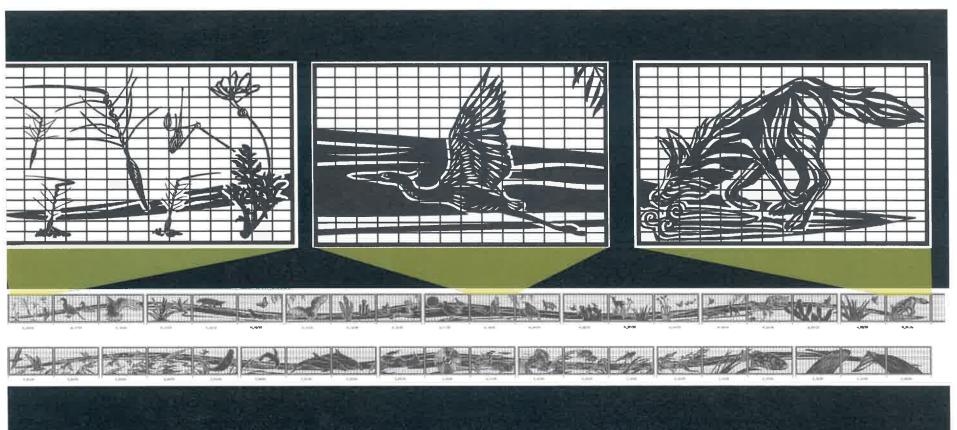






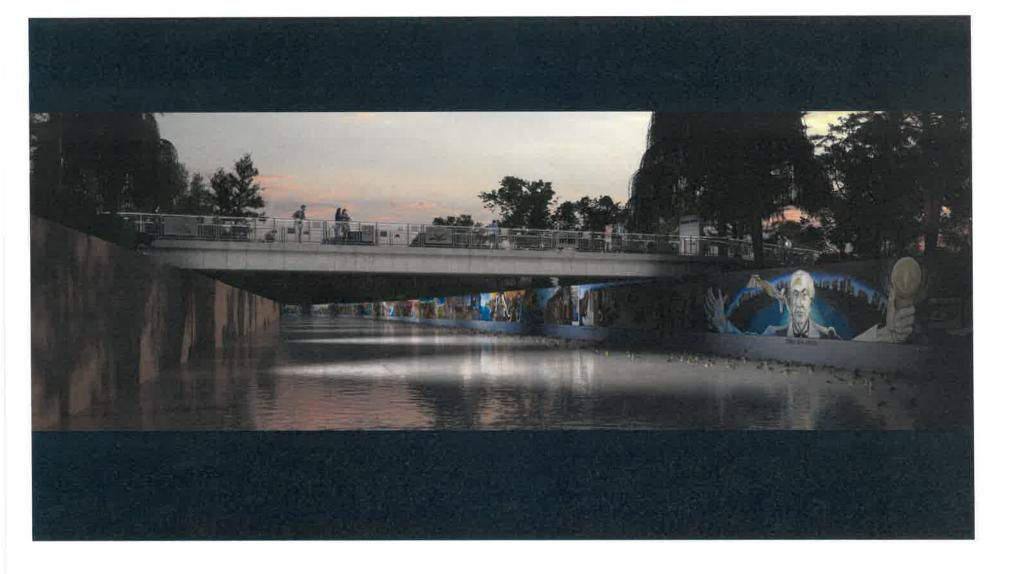




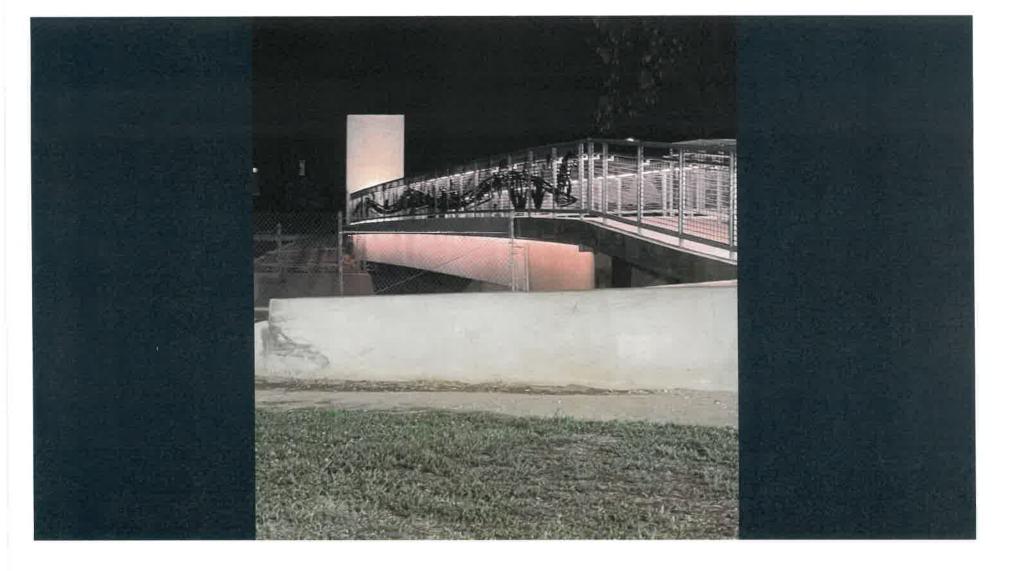


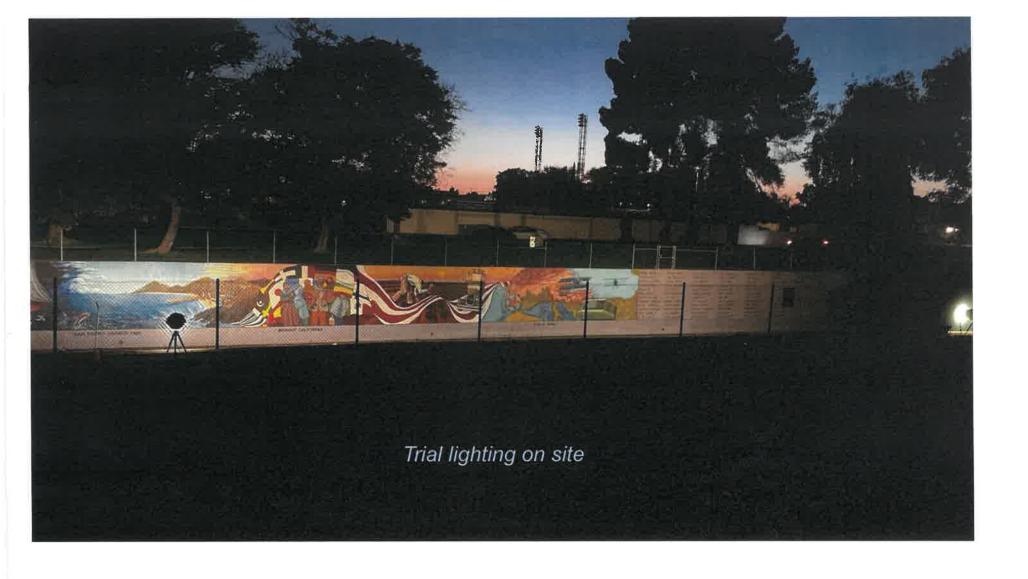
The Great Wall of Los Angeles Interpretive Bridge laser cut Railings



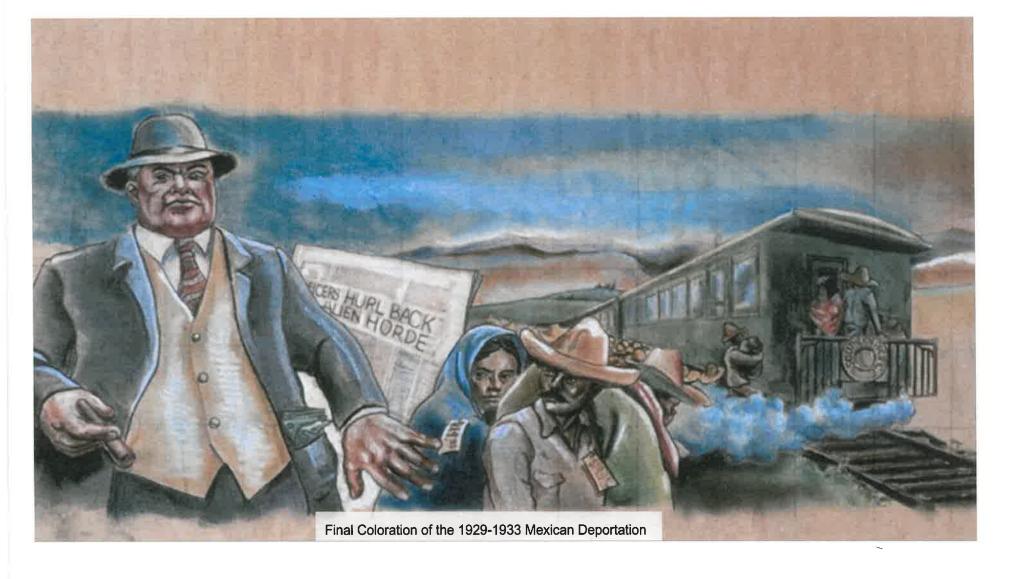


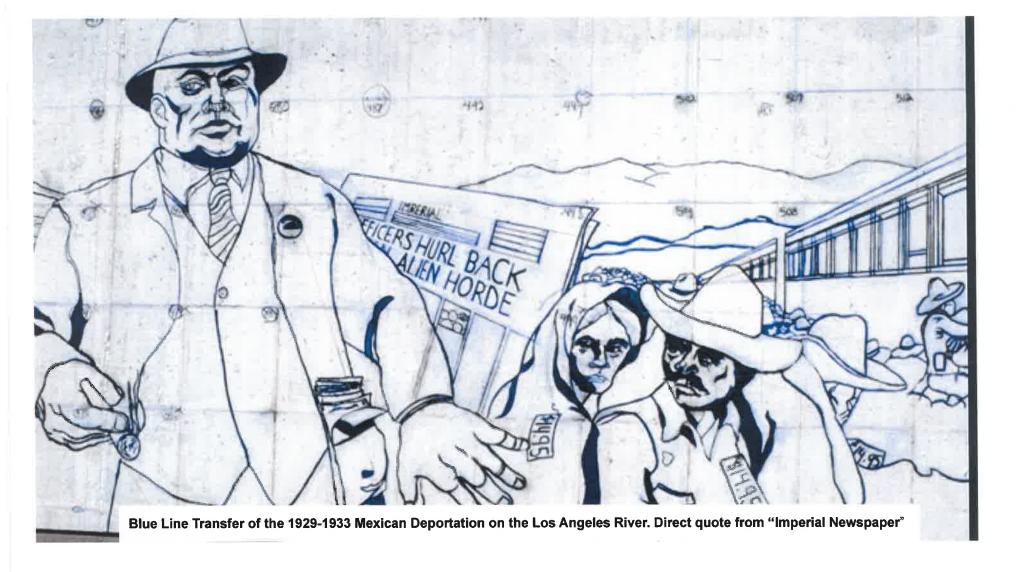


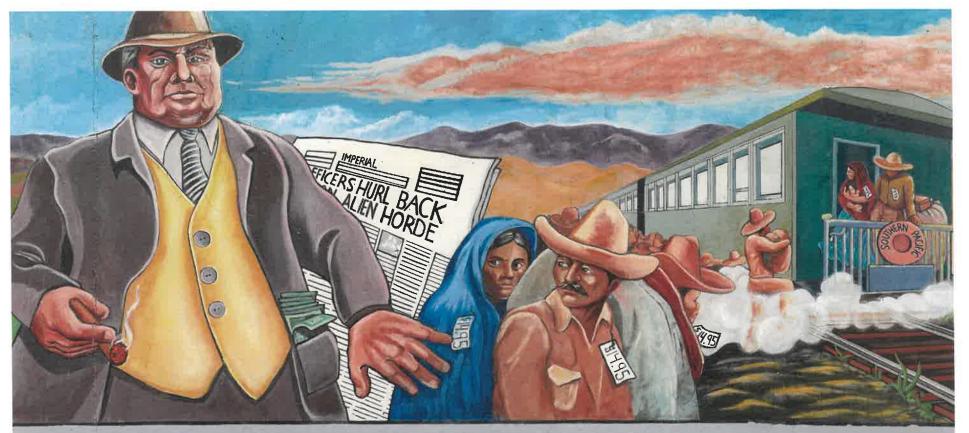






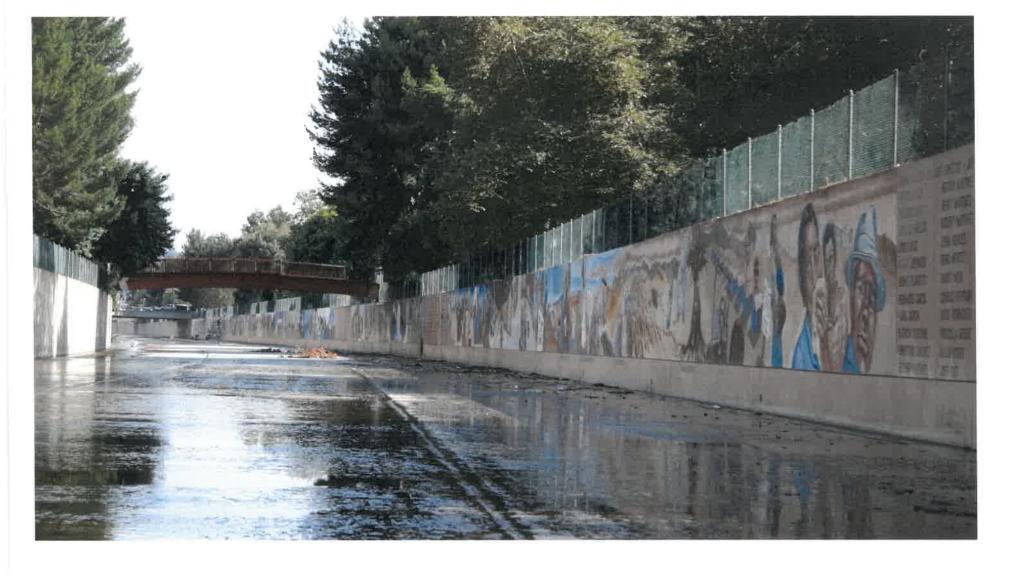






500,000 MEXICAN AMERICANS DEPORTED

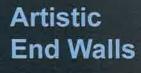
Finished Mural of the 1929-1933 Mexican Deportation measuring 28' Long by 13' Tall.











Interpretive Stations

Awaiting text approval





The Myth of Discovery

"So don't call us City Indians or Urban Indians / We are Tongva / This is Tovangar / And Los Angeles, City of And, sits on stolen land."

-Excerpt from poem by Kelly Caballero (Tongva/Yaqui/Spanish)



This section of the mural challenges the founding myths of the city. It highlights the brutality of Spanish, Mexican, and U.S. governance along with the cruelty of settlers as each imposed their dominance over the indigenous people and their land

Spanish, Mexican, and US colonialism wreaked havoc on the indigenous communities of California, Gaspar de Portolá's expedition from Mexico reached Los Angeles in 1769, and began Spanish dominance in the area. Visions of gold and of Califa, the fictional Black warrior queen for whom California may be named, entices Spanish explorers. The mural depicts indigenous people witnessing Portola as he neared the California coastline.

The mural panels in the next sections depict the establishment of the City of Los Angeles as Spain, then Mexico, and finally the United States eroded Native self-government and seized control of the land. While Tataviam, Tongva and Chumash forced and slave labor built the city, the nations resisted victous colonial rule.

Father Junipero Serra, once revered as founder of the 21 California missions, is ridiculed as part donkey. The powerful Spanish mission system treated the indigenous brutally and nearly decimated the California native population. The missions were sites of mass death.

Forty-four pobladores or "settlers," of mixed African and indigenous descent, traveled up from Mexico and founded El Pueblo de la Reina de Los Ángeles in 1781.

Enslaved Native Americans constructed the Zanja Madre, "the Mother Ditch." This first public works project brought fresh drinking water and crop irrigation from the Los Angeles River to plots expanding the city limits. This first effort to control the river transformed the natural ecology in the growing city.

In 1821, Mexico took control of California, ruling for the next 30 years. In the mural, soldiers raise the Mexican flag and stomp the Spanish flag to the ground. Mexico's promise that the missions would return land to Native peopler emained unfulfilled. Californios, the landed and political elite dominated early California. Here, the Californio turns his back to native suffering: his serape masks the native land as three indigenous people toil in a corn field.

The Mexican-American War ended in 1848, and the U.S. took over California. Spurred on by the discovery of gold at Sutter's Mill in Northern California, a wave of American settlers followed and the population swelled. Though California entered the Union as a free state, racial discrimination and violence persisted, with non-white citizens continuing to be denied suffrage and basic civil rights. Lynchings of Black, indigenous, and non-White persons persisted

Despite racist laws, Black leaders gained opportunities and laid foundations for future generations. Mifflin W. Gibbs published the first Black newspaper West of the Mississippi. Abolitionist Mary Ellen Pleasant participated in the Underground Railroad in her youth and used her real estate wealth to further civil rights. William A. Leidesdorf, a founder of present-day San Francisco, was America's first Black diplomat. Formerly enslaved Biddy Mason fought for her freedom in California courts. The First AME Church, the oldest congregation of African Americans in Los Angeles, was started in Mason's living room. Alongside Mason, Joaquin Murrieta, a legendary Mexican Robin Hood, became a symbol of Mexican resistance against white Anglos.



"Hardship that's the first thing that comes to my mind when I think about working down here, and the hassle that we went through with the people" - Youth Making of the Mural

This section marks the completion of the first thousand feet completed in 1976. Mural Makers continued to work in the wash throughout the summers of 1978, 1980, 1981 and 1985. After the first summer, 550 feet of painting and a decade of history were added. The youth not only assisted in painting the mural, but impacted the development of the images. Their familial histories, experiences, images are incorporated into their mural. Connecting the past with the present, some of the youth are pictured in the Youth Team at L.A. Harbor section.

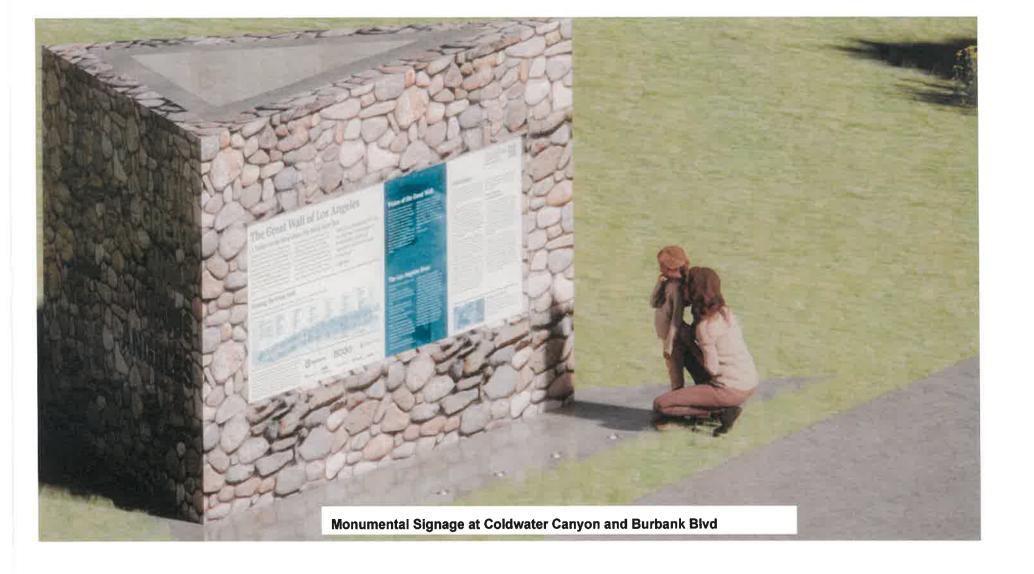
Draft Design of the Interpretive Station Didactics











Didactic Making Process

The educational information included in the plaques draw on: SPARC's extensive archive and institutional knowledge to highlight the production process; scholarly sources; and engagement with emerging scholars and community collaborations to narrate the histories depicted in the Great Wall.

Worked in collaboration with the **Fernandeño Tataviam Band of Mission Indians** to include a land acknowledgement statement and other relevant information on the tribe.

Past Mural Makers, which comprise of over 400 local community youth in painting the Great Wall of L.A., some of their quotes and photos included in the didactics.

Local neighborhood and city councils were invited for their input about what to include in the Interpretive Station Didactics by SPARC's Community Liaison who attends monthly council meetings and still continues today to provide updates on the Great Wall expansion.

THOMAS EDISON LIGHTS UP THE WORLD

"I am experimenting upon an instrument which does for the eye what the phonograph does for the ear, which is the recording and reproduction of things in motion..."

- Thomas Alva Edison



Scan QR code to learn more!

Thomas Edison's inventions paved the way for Los Angeles' booming film industry of the early 1900s. Films often serve as tools for propaganda, reinforcing colonial fantasies of the Wild West alongside patriotic wartime narratives.

U.S. involvement in World War I, 1917-1918, brought change to the country. Known as ^Q"doughboys," young soldiers serving overseas left jobs vacant, allowing women opportunities to work. ^QWomen worked in munitions factories and an estimated 25,000 women, primarily white and middle class, served abroad as nurses and switchboard operators. With new military technologies and trench warfare, World War I resulted in unprecedented levels of horror and destruction as more than 16 million people died by war's end. In a still from the 1918 silent film *Shoulder Arms*, ^QCharlie Chaplin is pictured as a doughboy. He represents the role of early films in furthering war efforts.

Women's patriotic contributions during World War I advanced their efforts to gain the right to vote, building on the legacy of earlier suffragettes. In 1920, the 19th Amendment granted women the right to vote; however, for many women of color voting would be denied until the passage of the Voting Rights Act of 1965.

With its numerous film studios, Los Angeles emerged as a center for film production. Inventions by ⁹Thomas Alva Edison greatly contributed to the rise of cinema in the early 1920s. Among

his 1,000 patents, Edison's inventions included the phonograph, the kinetograph, and the first long lasting lightbulb that could be mass produced. Whispering the secrets of the ancient builders and inventors into Edison's right ear is Chicomecoatl, the Mexica corn goddess. A legend persists that Edison may have been born in Zacatecas, Mexico, sustained by a book written in 1909 by Fray Angel de los Dolores Tiscareño. Today the legend is largely considered to be untrue. Notwithstanding, the image invites the viewer to consider what it would mean if this legend were true. How might it change what we think of inventors and of Mexican contributions to this country?

Early films not only served as propaganda during World War I but also perpetuated settler fantasies of the morally sound "good cowboy." One of the first silent Western films, *The Great Train Robbery*, was shot in New York and New Jersey and produced by the Edison Manufacturing Company in 1903. In a still from the film The Gun Fighter, *William S. Hart is pictured alongside his gang of bandits. By the time the film was produced in 1917, the foothills of San Fernando Valley, Santa Clarita Valley, and Simi Valley had become prime places to film Westerns. A silent Western film star, Hart often played the role of a bad guy turned good cowboy. While Hart, a white cowboy, was depicted as redeemable, Native Americans and Mexicans were usually depicted as inferior and expendable in Westerns.



"I learned of California's history here, more than I did at school."

- Albert Medina, age 16

Making of the Mural

To make the mural more stylistically cohesive, Judy Baca began exerting more control over the design in 1978. Having returned from El Taller Siqueiros, a mural workshop by Mexican artist David Alfaro Siqueiros, Baca began to employ the puntos system, which uses mathematical ratios that create a musical harmony and alignment and give the mural movement and three-dimensionality.



ILLUSIONS OF PROSPERITY

"I will never forget the shocking feeling that human beings were behind this fence like animals... We knew that we had lost something that was very precious; that we were no longer free." - Mary Tsukamoto, an educator and activist incarcerated in a Japanese-American concentration camp, 1943



Scan QR code to learn more!

Fresh off the heels of the "Roaring 20s," the 1930s saw the destruction of **Pillusions of prosperity** as the economy collapsed and discrimination erupted in the form of deportation, mass incarceration, and migrant blockades.

Following World War I, the U.S. became an industrial power. Though greater employment opportunities became available to women and African Americans, women and minorities were paid less and often denied jobs.

Prohibition, a constitutional ban on the production and sale of alcohol from 1920-1933, made gangsters such as Al Capone rich and powerful. An axe whacks a barrel and sends a river of illegal whiskey into a nightclub or "speakeasy," where a flapper dances and a Black musician blows his horn. While it was the heyday of jazz, a genre that originated from Black culture, discrimination against Black people and other communities of color continued. In "Sundown Towns" such as Hawthorne, Culver City, and Burbank in Los Angeles, African Americans faced the threat of white violence after dark. The Punbar Hotel provided sanctuary for Black travelers and hosted prominent Black musicians such as Louis Armstrong, Duke Ellington, Bessie Smith, Billie Holiday, and Charlie Parker. A Black worker drinks from a fountain marked "Colored Only" as a bank topples in the Stock market crash of 1929.

With millions suddenly out of work and thousands of wealthy businessmen bankrupted, the Great Depression shattered illusions of prosperity fostered by the efficiency of assembly lines and Hollywood romance fantasies. A man emerging from a broken film reel exposes the brutal reality of life for the unemployed: breadlines, apples sold for pennies, trash can fires lit for warmth. Police violently repressed union Plabor strikes in the 1930s.

The illusions of prosperity also continued colonial dispossession of Native land. In the 1850s, the U.S. negotiated 18 treaties with 134 tribes in California that would have created reservations. The U.S. negotiated in bad

faith and never fully understood the complex organization of Native American communities. The treaties exemplified yet another instance of false promises. Never ratified and buried under an injunction of secrecy, the **unsigned treaties* left Native Americans in California vulnerable to major land theft.

According to contemporary scholarship, up to 2 million people of Mexican descent, including Mexican Americans with U.S. citizenship, were targeted for mass deportation during the Great Depression; at the time of the painting of the mural, the estimate was 500,000. Many more were scared into self-deporting. In the mural, the headline of a partially-obscured newspaper reads "Officers Hurl Back Mexican Alien Horde." A huge white man, his pockets stuffed with cash, pushes Mexicans onto trains.

Attempts by state officials and law enforcement to keep out "undesirables" also extended to Dust Bowl refugees and 'Okies,' migrants from Oklahoma, Arkansas, Texas, and Missouri. The state weaponized vagrancy and other laws against those seeking refuge and jobs. The Los Angeles Police Department participated in a 1936 blockade to keep them from entering the state. In the mural, yellow dust chokes the dust bowl refugees.

The Japanese attack on Pearl Harbor, December 7, 1941, brought the US into World War II and led to the incarceration of over 110,000 people of Japanese descent inside the country. Manzanar, one of ten long-term concentration camps, held at its peak 10,046 individuals, two-thirds of whom were U.S. citizens. Various sites throughout Los Angeles served as processing centers for families, including the Santa Anita Racetrack. Forced to abandon their communities, homes, businesses, and belongings, people of Japanese descent who were incarcerated in these U.S. concentration camps underwent a traumatic experience with lasting effects.



"You can still walk past here and say, 'Mama, I drew that,' because you did draw it but it's on the blueprint... and it makes you feel like this is your mural."

- Kelly Watts, age 17

Making of the Mural

With no prior mural making experience, pairs of youth translated blueprints of images to scale. While one measured the blueprint, another outlined the image on the grid-like pattern on the wall. The process became like connecting the dots as the youth brought the mural to life.



FASCISM ABROAD — AND AT HOME

"They can talk about deporting me...but they can never deport the people that I've worked with and with whom things were accomplished for the benefit of hundreds of thousands of workers." - Luisa Moreno, labor organizer



Scan QR code to learn more!

After the bombing of Pearl Harbor in 1941, the U.S. officially entered World War II, sending soldiers to Europe and Asia. The contributions of communities of color to the war efforts—even as they continue to experience racism, white supremacy, and discrimination in the U.S.—are seen throughout the mural.

In front of this station, Mrs. Laws raises the sign "we fight fascism abroad and at home" as U.S. flag colors give way to green, black, and red Pan-African colors. The Laws family were imprisoned for breaking the racial covenant laws in South Los Angeles by refusing to follow a court order that barred them from living in their home. The Laws family were supported by community aid and protests until the Supreme Court found racial housing covenants unconstitutional in 1948.

At the beginning of this segment, the segregated Japanese-American 442nd Regimental Combat Team flies over the landscape littered with their relatives' discarded belongings. Recruited from concentration camps, the 442nd Combat Team was the most decorated unit for its size in U.S. military history.

• Jewish Americans listen to news from Europe as Hitler looms above.

Jeanette Rankin, the first woman elected to Congress, stands alone before the House of Representatives. A lifelong pacifist, she is the only member to vote against the declaration of war on Japan following Pearl Harbor.

While a group of generals and businessmen plan World War II, a stream of soldiers calls attention to the trauma and brutality of war; their helmets number the dead from each country. Women known as Rosie the Riveters' step into vacant manufacturing jobs producing vital wartime materials. The war industry and the Fair Employment Act opened the door to greater, though limited, employment opportunities for communities of color.

Or. Charles Drew, famous for life-saving research on blood transfusions during WWII, cradles his own body as an iron hand cuts off his blood flow. It was widely believed Dr. Drew was fatally denied a transfusion due to discrimination. Further accounts found he could not be saved due to the severity of his accident. The extent of medical segregation likely contributed to the story's proliferation.

The bravery and sacrifice of soldiers of color during WWII is represented throughout this segment. The Tuskegee airmen, the first African American military pilots, are pictured to the left of Mrs. Laws. To her right, Private First-Class **David Gonzales of Pacoima** is depicted with his family. Killed in the Philippines, he was posthumously awarded the Medal of Honor, the Army's highest decoration.

A police officer in jackboots towers over a recoiled body in reference to the *\mathbb{9} 1943 Zoot Suit Riots*. During the riots, mobs of U.S. servicemen and offduty police officers attacked young Latinos and other minorities. The victims were assaulted, stripped of their clothing, and left bloodied on the sidewalk to be arrested by police officers watching from the sidelines. The violence was praised by the <code>Los Angeles Times</code>; an actual headline—"Zoot Suitors Learn Lesson in Fights with Servicemen"—is depicted.

Guatemalan-born Luisa Moreno was a major labor organizer in the U.S. She is wrapped in a flag of the Spanish-speaking Peoples Congress, the first national Latino civil rights assembly. The flags identify the unions she worked for while organizing garment, cigar, and cannery workers across the U.S. Near her, a "bracero" or manual worker toils in a field; the Bracero Program (1942-1964) brought over 4.6 million Mexican workers, who labored in harsh conditions for depressed wages.

Apparitions of non-white soldiers peer in through the window, realizing that little has changed for them as a white couple sits at a kitchen table.



"When we painted the Holocaust part, I met survivors with the tattoos...

That made me cry, because I knew there was a world harder than mine."

-Ernestine Jimenez, age 18

Making of the Mural

In the summer of 1981, 34 youth, six artist supervisors, and a design team painted this section.



CIVIL RIGHTS FOREBEARS

"My father was a slave and my people died to build this country, and I'm going to stay right here and have a part of it."

- Paul Robeson, civil rights activist, before the House Committee on Un-American Activities, 1956



Scan QR code to learn more!

Against the heightened conservatism of the 1950s, music and art subcultures, early civil rights activists, and LGBTQ groups laid foundations for future civil rights movements. Targeted by McCarthyism, these groups put their safety, community, livelihood, and freedom at risk to challenge norms.

During this period, gains made by women during WWII were rolled back dramatically. On the far left, **Rosie the Riveter** clings to her role as a working woman, fighting the re-imposition of traditional gender roles. White middle-class families leave the urban city in droves for **the suburbs**. The continuation of racial covenants and discrimination keep communities of color out of suburbs.

The Red Scare and McCarthyism blankets the U.S. Joseph McCarthy, a conservative Senator, leads public hearings condemning so-called Communists and their sympathizers as un-American. Among these were the "Hollywood Ten," a group of producers, directors, writers, and actors that were blacklisted, shunned, fined, and jailed for refusing to incriminate their friends and colleagues. They represent the thousands of others who suffered similar attacks.

In the mural, new Los Angeles freeways encircle and divide a Mexican American family. Freeways built for suburban workers devastated ethnic working-class communities. A police officer restrains Mrs. Arbana Arechiga as she fights the destruction of La Loma, Palo Verde, and Bishop, later known collectively as **Pchavez Ravine**. Thousands were evicted and displaced initially to make room for affordable housing. However, the project was demonized as socialist, and the land was eventually privatized and developed into Dodger Stadium. An alien UFO-like stadium hovers over the vacated ravine, having abducted and disappeared its residents and their communities.

While Elvis Presley steals center stage, portraits of Chuck Berry, Charlie Parker, and Big Mama Thornton pay homage to the Black musicians and creators crucial to the birth of rock 'n' roll.

Referencing a work by artist Charles White, a Black woman uplifts South

Los Angeles, reflecting the consistent community activism of everyday Black women in volunteer sororities and church organizations.

•Forebears of the civil rights movement, Paul Robeson, Rosa Parks, Gwendolyn Brooks, Ralph Bunche and Martin Luther King Jr. make their way to the front of the bus.

To the right of Rosa Parks, police violently push the gay community back into the closet. Early California organizations like the Daughters of Bilitis and the Mattachine Society fought for LGBTQ rights, operating behind closed doors to avoid persecution. In a gay bar, men envision the life they desire, while risking police entrapment.

As artists, the Beats challenged traditional values. Openly gay Beat poet Allen Ginsberg recites his famous poem, Howl. Behind him a garment worker's cloth becomes a film reel referencing Jewish contributions to the film and garment industries in the 1950s. Scientist Albert Einstein holds an atom, revealing his reservations about atomic power and his desire that it be used for peaceful purposes.

Proced assimilation and urban relocation programs sought to deprive Native Americans of their traditional cultural practices and homelands. A government official strips Billy Mills, one of hundreds of thousands of Native children the U.S. removed from their homes and placed in boarding schools, of his traditional dress and cuts his hair. Mills, a Dakota Oglala marathon runner, became an Olympian. He is pictured later alongside Olympians Vicky Manalo Draves, Sammy Lee, and Wilma Rudolf.

A Korean obtains U.S. citizenship and a Japanese farmer stands in his newly purchased field. The image speaks to the 1952 Immigration and Nationality Act, which ended citizenship bans against Japanese and Korean communities and allowed Asians to gain citizenship and property. Though it reflected an end to federal anti-Asian exclusion laws, it still severely restricted Asian immigration to the U.S.



"We've got to finish, at least for Bea. She sacrificed a lot, she risked her life, she made sure everybody was out before she tried to get out." - Kelly Watts, age 17

Making of the Mural

In the last summer of production on the mural's first half-mile, the Tujunga channel flooded abruptly. Artist and assistant project director Beatrice Plessnor ensured all the young muralists made it out, but she was swept seven miles down. Rescued by the fire department, Bea survived.



Social & Public Art Resource Center (SPARC) Profit and Loss by Class

January 2017 - July 2025

60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 60400 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project	\$ \$	0.	0.00	\$ \$	1,966,845.76 3,539,212.61 750.00 5,506,808.37 5,506,808.37	\$	5,506,808.37	6 1 0 7 \$	1,966,845.7 3,539,212.6 750.0 5,506,808.3 5,506,808.3
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Gross Profit Expenses 60000 Payroll Expenses Total 60000 Payroll Expenses 60100 OPERATING EXPENSES 60130 Office Supplies 6022 Outside Services 6022.12 Proj. Services - Outside Services Total 6022 Outside Services 60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 60400 Great Wall Bridge Project 6040.11 Electrical 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering and New Plans Total 6040 Great Wall Bridge Engineering and New Plans	\$	0.	.00	\$	5,506,808.37	\$	5,506,808.37 5,506,808.37 0.00	7 \$	5,506,808.3
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Total 60000 Payroll Expenses 60100 OPERATING EXPENSES 60130 Office Supplies 6022 Outside Services 6022.12 Proj. Services - Outside Services Total 6022 Outside Services 60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Engineering and New Plans			.00	\$	136,889.67	\$			-,,
Total 60000 Payroll Expenses 60100 OPERATING EXPENSES 60130 Office Supplies 6022 Outside Services 6022.12 Proj. Services - Outside Services Total 6022 Outside Services 60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Engineering and New Plans			.00	\$	136,889.67	\$		1	
60100 OPERATING EXPENSES 60130 Office Supplies 6022 Outside Services 6022.12 Proj. Services - Outside Services Total 6022 Outside Services 60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Engineering and New Plans			.00	\$	136,889.67	\$			0.0
60130 Office Supplies 6022 Outside Services 6022.12 Proj. Services - Outside Services Total 6022 Outside Services 60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 60400 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project	s	0.0					136,889.67	\$	136,889.6
6022 Outside Services 6022.12 Proj. Services - Outside Services Total 6022 Outside Services 60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 60400 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Engineering and New Plans	\$	0.0					0.00		0.0
6022.12 Proj. Services - Outside Services Total 6022 Outside Services 60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 60400 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering and New Plans Total 6040 Great Wall Bridge Engineering and New Plans	\$	0.0			251.88		251.88		251.8
Total 6022 Outside Services 60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering and New Plans Total 6040 Great Wall Bridge Project	\$	0.0			4,846.22		4,846.22		4,846.2
60230 Loss/Bad Debt 60240 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering and New Plans Total 6040 Great Wall Bridge Project	\$	0.0			21,191.00		21,191.00		21,191.00
60340 Taxes/Licenses/Permits 60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project			00	\$	26,037.22	\$	26,037.22		26,037.2
60300 Utilities 60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					352,458.00		352,458.00		352,458.00
60320 Travel 6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations,includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					7,397.00		7,397.00		7,397.00
6033 Automobile 6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations,includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					4,079.98		4,079.98		4,079.98
6034 Project - Automobile Expense Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					1,945.75		1,945.75		
Total 6033 Automobile 60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Englineering of Bridge 6040.29 KPFF Englineering of GW Bridge 6040.32 Lighting Englineering and New Plans Total 6040 Great Wall Bridge Project					54.57		54.57		1,945.75
60400 Indirect Overhead Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					44.50		44.50		54.57
Total 60100 OPERATING EXPENSES 6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project	:	0.0	0	\$	99.07	\$	99.07	-	44,50
6040 Great Wall Bridge Project 6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					322,787.08	•	322,787.08	\$	99,07
6040.11 Electrical 6040.15 Construction of Five stations, includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project		0.0	0	5	715,055.98	\$	715,055.98	_	322,787.08
6040.15 Construction of Five stations,includes forms, rebar, concrete 6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					94,233.21	*	•	\$	715,055.98
6040.22 Part 3 Construction Administration 6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					62,067,64		94,233.21		94,233.21
6040.27 KPFF Engineering of Bridge 6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					7,145.00		62,067.64		62,067.64
6040.29 KPFF Engineering of GW Bridge 6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project							7,145.00		7,145.00
6040.32 Lighting Engineering and New Plans Total 6040 Great Wall Bridge Project					2,000.00		2,000.00		2,000.00
Total 6040 Great Wall Bridge Project					5,547.80		5,547.80		5,547.80
Total 6040 Great Wall Bridge Project					-500.00		-500.00		-500,00
		0.00		_	1,250.00	_	1,250.00		1,250.00
61000 PROJECT EXPENSES		0.00	*			\$	171,743.65	\$	171,743.65
61000.01 Project Materials and Supplies					49.22		49.22		49.22
61000.02 Project Contractors and General Requirements					103,142.11		103,142.11		103,142.11
61000.03 Project Rental Equipment					5,386,955.00		5,386,955.00		5,386,955.00
61000.04 Project Travel					40,765.64		40,765.64		40,765.64
61000.05 69000.01 Project Professional Services and Consultants					1,162.63		1,162.63		1,162.63
61000.29 Construction Management					18,258.99		18,258.99		18,258.99
61000.30 Project - Architect & Engineering Consultants					273,202.89		273,202.89		273,202.89
Total 61000.05 69000.01 Project Professional Services and Consultant				_	145,873.62		145,873.62		145,873.62
61000.08 Project Management		0.00	\$		437,335.50 \$		437,335.50 \$	i	437,335.50
61000.09 Project Permits and Inspections					5,012.50		5,012.50		5,012.50
61000.22 Project Fabrication					98,163.45		98,163,45		98,163.45
61000.26 Project Hospitality					63,698.00		63,698.00		63,698.00
61000.43 Rent					47.94		47.94		47.94
Total 61000 PROJECT EXPENSES	_		_	_	7,312.50		7,312.50		7,312.50
\$9000 PROGRAM EXPENSES		0.00	\$		6,143,644.49 \$		6,143,644.49 \$		6,143,644.49
69000.03 Program Equipment Rental/Purchase							0.00		0.00
Total 69000.16 Illustrators/Creative Support Team			_		705.60		705.60		705.60
\$ 69000.20 Project Professional Services and Consultants		0.00	\$		1,700.00 \$		1,700.00 \$		1,700.00
otal 69000 PROGRAM EXPENSES				_	35,808.14		35,808.14		35,808.14
al Expenses	_	0.00	\$		38,213.74 \$		38,213.74 \$		38,213.74
Operating Income \$		0.00	\$		7,205,547.53 \$		7,205,547.53 \$		7,205,547.53
Income \$		0.00	-\$		1,698,739.16 -\$	$\overline{}$			7,200,041.00