

**REQUEST FOR PROPOSAL
FOR SPORTS PARK OPERATOR AT
LAKELAND VILLAGE COMMUNITY CENTER
RIVERSIDE COUNTY**



**PREPARED BY:
REAL ESTATE DIVISION
DEPARTMENT OF FACILITIES MANAGEMENT
COUNTY OF RIVERSIDE
3450 14TH STREET, SUITE 200
RIVERSIDE, CALIFORNIA 92501**

DATE: August 26, 2024

REQUEST FOR PROPOSAL (“RFP”)

REAL ESTATE DIVISION – COUNTY OF RIVERSIDE

INTRODUCTION

The Real Estate Division of the Department of Facilities Management of the County of Riverside (County) is accepting Proposals from qualified Operators for the new Lakeland Village Sports Park (currently under construction) at Lakeland Village Community Center, located at 16275 Grand Avenue, Lake Elsinore, CA 92530 (the Center). The County is seeking an Operator with relevant and related experience to operate the new multi-purpose sports fields (baseball and soccer), and concessions year-round, as well as provide relevant community and quality of life enhanced programming and services to benefit the residents located in the local community in and around Lakeland Village.



THE LAKELAND VILLAGE COMMUNITY CENTER

Lakeland Village Community Center is a County owned facility that is located in the unincorporated area of Lakeland Village. The site is currently composed of the Lakeland Village Community Center Building and multiple facilities all on approximately 21-acres. The Center is home to a number of community center related and County tenants and will be the future site of the Lakeland Village Library (now under construction), and Lakeland Village Day Care Center (in planning) and the new Lakeland Village Sports Park with its own concession and restroom facilities. The entire Center was formerly known as the Butterfield Elementary School which was purchased by the County in 2015 for transformation into one of the premier community centers in the County of Riverside. In addition to the new Sports Park, the Center also includes other recreational amenities such as pickleball and basketball courts and a playground area.

THE LAKELAND VILLAGE SPORTS PARK

The Lakeland Village Sports Park Project (Project) is a \$6.5M American Rescue Plan Act (ARPA) funded effort which will serve to replace the existing and outdated ballfields at the Lakeland Village Community Center. The Project which is under construction and set to be completed in October of 2024, will include two Little League size baseball fields (60-foot bases and 46-foot mound distance). Infrastructure will be installed for a future a lighting system.

The infield surface and batter's box area will be a dirt mix, while the remainder of ballfield areas will be artificial turf. The ballfield amenities include shaded dugouts with bat racks and benches and shaded bleacher areas. There will be bullpen areas for home and visitors and on both fields. Portable mounds will be used to accommodate softball as well.

There will be a 145-foot by 210-foot soccer field, outlined and situated between the two ballfields for multi-sports use. Portable baseball fencing will be provided that can be installed for baseball and removed for soccer.

The balance of the site will contain a concession/restroom building with storage and a large storage container for equipment and materials. Decomposed granite walking track with areas for future exercise equipment. A lower and upper parking lot area is available for visitors and trash receptacles, drinking fountains are available to serve the Project.



An aerial image of the entire Lakeland Village Community Center Property is attached to this RFP as Exhibit A and a Conceptual Site Plan of the Lakeland Village Sports Park is attached as Exhibit B.

DESIRED TERMS OF THE AGREEMENT

The purpose of this RFP is to select an experienced Operator and enter into a License and Operating Agreement with Operator to operate and maintain the Sports Park on a day-to-day basis as well as provide services that benefit the surrounding community.

Obligations of the Operator and key terms and conditions of the Agreement are as follows:

- Enter into a License and Operating Agreement to be negotiated and agreed to between the parties and for the on-going operation of the Sports Park.
- Provide the necessary staff and oversight to operate the Sports Park and Recreational Programs for the benefit of the community and families of this region of the County.
- Provide the staff to grant access to the public and to open and close the Sports Park upon the hours of operation as agreed upon by the County and the Operator.
- Provide maintenance, custodial and special event security services and care of the Sports Park area (Licensed Area) including providing janitorial and restroom supplies as necessary.
- Provide any necessary sports program equipment and supplies.
- Provide any necessary concession equipment and supplies.
- Provide an Annual Report to the County of Operator's operations, including revenue and expenses, community outreach, public benefit and participation data.
- Establish and Provide fee structure and schedule which is to be approved by County.
- Provide any required insurance coverage as determined by the County to be set forth in the License and Operating Agreement.
- Comply with any applicable laws, including federal, state, or local codes and ordinances.
- Agree that any sport programs and sport services shall be:
 - a. Focused on and be relevant to the local community and approved by the County.

LICENSE AND OPERATING AGREEMENT

The selected Operator and the County will negotiate and enter into a three (3) year License and Operating Agreement. The Agreement will require the Operator to provide sports recreation programs and sports related services and to maintain the Sports Park. The Operator will provide minor maintenance, custodial service and supplies, special events security, and required insurance. Reoccurring and major Maintenance including Capital Improvements to the facility will be the responsibility of the County. The Agreement will set forth the programs and services to be provided at the Sports Park and further define the obligations and responsibilities of the Parties. A copy of the Form of License and Operating Agreement is attached hereto as Exhibit C.

PROPOSAL SUBMITTALS

Submittals to the County should address the following categories: the Qualifications and Experience of the Operator, specific Sport Programs Proposed, and proposed Management of the Sports Park including the proposed use of any outdoor Recreation Fields/Facilities.

Qualifications of the Operator:

Respondents shall provide their qualifications including, but not limited to, the following:

1. Experience of the Operator including current and past Sports Park and related program(s) experience, including a list of programs administered with detailed information of each program provided.
2. Experience of the owners and key employees of the Operator entity who will actively participate in the administration of programs and day to day operations.
3. Highlights of accomplishments and positive benefits to the community from programs created or developed and administered by the Operator based on recent past experience.
4. Experience in writing and use of grant opportunities.
5. List of Business and Personal References (including Financial References).

Programs Proposed:

Respondents shall provide a list and detailed description of programs proposed for the Sports Park and the proposed use of any Recreation Fields/Facilities areas within the area of operations. Some of the following programs may be proposed and considered in the RFP process:

1. Youth and Family Sports, Recreational Programs, After School Sports Programs
2. Sports Health and Physical Fitness Programs
3. Holiday Sports and Summer Sports Special Events

If Operator desires to suggest additional sports programming and sports services which will benefit the residents and the community, Respondents are encouraged to do so in their response.

Management of the Sports Park:

Operator shall provide a Sports Park Management Plan and outline their strategy to manage the entire Sport Park and any other proposed areas of the site. The Management Plan must include the following:

1. Outline the necessary marketing objectives/strategy to create public awareness of the sports programs offered at the Sports Park and any other proposed areas of the licensed site.
2. List and summarize the staff required, including number and title of positions and roles, to manage operations and to administer the sports programs and sports services proposed.
3. Describe and outline the facilities management plan to address the necessary property management, maintenance, custodial, security, safety, and risk management matters.
4. Set forth the proposed hours of operation(s) for the various sports programs and services.
5. Include a proposed community-use fee schedule for sports programs and sports services offered and summarized.
6. Include a list of community sports outreach programs that will be conducted free of charge.

REVIEW OF SUBMITTALS BY COUNTY

The County will review the submittals of the respondents and determine the most qualified candidates based on the following:

1. Direct applicable experience in managing and operating Sports Parks (similar facilities) and associated and proposed programs.
2. Qualifications of the Respondent.
3. Aspects of Proposal and Proposed Services favorable to the Community and the County.
4. Completeness of Response.
5. References and Including Financial References

After review and consideration by the County, each Respondent will be notified.

PROCEDURE AFTER NOTIFICATION

After notification, the County will coordinate any necessary finalists panel interviews to further review and discuss the most qualified proposals submitted. Upon completion of the interviews, an award will be issued, and a License and Operating Agreement negotiated and drafted. After approval of the Agreement by County Counsel the Agreement shall be moved for consideration of execution by the County and once executed a schedule to pursue Operations/Transition of the facilities will commence (subject to full execution of the Agreement).

PROPOSAL SUBMISSION – CONTACT INFORMATION

Proposal submittals shall be delivered to the Real Estate Division on or before:

Friday, September 20, 2024 at 5:00p.m.

Submittals shall be delivered to the following address:

Justin Celis, Real Estate Division
County of Riverside
3450 14th Street, Suite 200
Riverside, CA 92501
(951) 955-4214 Phone
jucelis@rivco.org

Optional RFP Site Tour:

An Optional Site Tour will be provided by FM Real Estate Staff and begin in front of the Lakeland Village Community Center on Friday, September 13, 2024 at 10:00 a.m. This tour will give all interested parties an opportunity to see the entire Property and including the new Lakeland Village Sports Park and ask any questions regarding the Property or RFP and prior to the submittal deadline.

EXHIBITS TO THIS REQUEST FOR PROPOSAL:

- Exhibit A – Lakeland Village Community Center Property
- Exhibit B – Lakeland Village Sports Park Site Plan
- Exhibit C – Form of License and Operating Agreement for Sport Park

Please Note: The County reserves the right to cancel this Request for Proposal at any time and for any reason and at the sole and absolute discretion of the County.

EXHIBIT A

Lakeland Village Community Center Property



EXHIBIT B

Lakeland Village Sports Park Site Plan



EXHIBIT C

(Form of License and Operating Agreement)

LICENSE AND OPERATING AGREEMENT

LAKELAND VILLAGE SPORTS PARK

This License and Operating Agreement (“Agreement”) is made and entered into on ____ day of _____ 2024, by and between the County of Riverside, a political subdivision of the State of California (“County”), and _____, (“Operator”), sometimes collectively hereinafter referred to as the “Parties”.

RECITALS

WHEREAS, the County of Riverside is the owner of record for that certain real property known as the Lakeland Village Community Center located at 16275 Grand Avenue, Lake Elsinore, Riverside County, California (“Lakeland Village Community Center Property”), as depicted in Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, the Property has constructed there upon the Lakeland Village Sports Park (the “Sports Park”) owned by the County; and depicted in Exhibit “B”, attached hereto and incorporated herein by reference; and

WHEREAS, the County has the capability and authority to operate, maintain and provide programs for the Sports Park whether directly or through a contract with a qualified Operator and where such sports programs and sports services are in the vital and best interest of the residents of Riverside County and the areas and community surrounding the Sports Park; and

WHEREAS, Operator provides a wide-variety of public programs and services to the residents within the communities of Riverside County and Operator desires to provide such programs at the Sports Park on the Property; and

WHEREAS, the County and Operator desire to enter into a License and Operating Agreement (Agreement) for the purpose of providing recreational sports programs and other sports services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the Parties do hereby mutually agree as follows:

1. LICENSE: County hereby grants to Operator and its agents, employees, and contractors the right to enter onto and use the Property for the purpose of providing sport programs and sports services, more particularly described in Exhibit "C" Scope of Operations – Community Sports Programs and Sports Services, attached hereto and by this reference incorporated herein, and for no other purpose except as amended and approved by the County. It is expressly understood that this License does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Properties to the Operator.

2. EFFECTIVE DATE: The Effective Date of this Agreement is the date first provided above. In the event that such date is omitted, then the Effective Date shall be the last date the Agreement is signed by the County.

a. The Parties agree that upon the Effective Date of this Agreement, the License and Operating Agreement for the Lakeland Village Sports Park by and between the County and Operator dated _____ shall terminate and be superseded by this Agreement.

b. The Parties agree that upon the Effective Date of this Agreement, the License and Operating Agreement for the Lakeland Village Community Center Sports Park by and between the County and Operator dated _____ shall terminate and be superseded by this Agreement.

3. DESCRIPTION OF PROPERTY: The Property consists of:

a. The Lakeland Village Sports Park, located at 16275 Grand Avenue, Lake Elsinore, CA 92530 consists of the Sports Park amenities as depicted on Exhibit "B" and described as two baseball fields with a multi-use soccer field, dugout and viewing areas, a concession and rest room facility, walk ways and parking areas with trash enclosures and landscaped areas.

4. TERM: The term of this Agreement shall be for three (3) years commencing on the Effective Date and expiring on _____, but subject to extension by mutual agreement of the Parties. The Agreement shall terminate at the expiration of the initial term unless terminated earlier pursuant to Section 22. The County has no obligation to enter into any extension of this Agreement.

5. CONSIDERATION: Operator shall pay one dollar (\$____) to the County as consideration for

the Sports Park payable once and for the entire three (3) year term upon full execution of this Agreement. County acknowledges that the Operator, through this Agreement will be obligated to pay for the provision of services and operations of the Sports Park on behalf of the County. County recognizes this form of consideration provided by the Operator and grants the Operator the right to collect fees for services rendered and for the coordination of use and rental of portions of the Sports Park.

6. USE: Operator shall provide for the operation and management of the Sports Park area which includes the sports programming and sports activities for the benefit of the residents of Riverside County. Operator represents and maintains that it is skilled to perform all services, duties and obligations required by this Agreement to provide these services fully and adequately at the Sports Park. Operator further represents and warrants that it, or its contractors, have all licenses, permits, qualifications and approvals of whatever nature legally required to provide its professional service at the Sports Park.

7. OPERATOR OBLIGATIONS:

(a) Operations. Operator shall be obligated to provide programs and services to the community and the citizens of Riverside County which includes, but not limited to all programs and services set forth in this Agreement.

General hours of operation are as follows:

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Evening and weekend hours as needed for community events and meetings.

The above hours are general only and subject to change. Hours may be adjusted to reflect the needs of the community and will be subject to approval and written consent of the County.

(b) Protection and Restoration of the Properties.

Lakeland Village Sports Park: Subject to County's Capital Maintenance and Improvement obligations hereunder, Operator shall keep and maintain all portions of the Property in good condition. Reasonable wear and tear are acceptable, and Operator shall not cause waste or damage to the improvements and natural resources thereon by its employees, contractors, or agents.

Operator shall strictly adhere to the following restrictions:

1) Operator may not place or dump garbage, trash or refuse anywhere upon or within the Property, except for self-contained trash receptacles that are maintained to County's satisfaction by the Operator; and

2) Operator may not commit or create, or knowingly suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Property; and

3) Operator must exercise reasonable due diligence in the protection of the Properties against damage or destruction by fire, vandalism, or other cause.

4) Upon the expiration or termination of this Agreement, but prior to its relinquishment to County, Operator shall, at its own cost and expense, remove any debris generated by its use and the Property shall be returned in a neat condition. Operator agrees not to damage Property in the process of performing the permitted use and activities.

(c) Background Checks: Operator shall conduct formal background checks, to include either Live Scan or NCSI/SSCI, on each of its officers, agents, employees, volunteers, subcontractors, and independent contractors engaged in providing community services or programs under this Agreement, or services under term 10 of this agreement, prior to the commencement of providing such services. No officer, agent, employee, volunteer, subcontractor, and independent contractor of the Operator shall be eligible to perform services or provide programs at Sports Park if he or she has not passed a formal background check.

(d) Confidentiality. Operator shall work to protect patrons of the Sports Park from unauthorized disclosure of names and any other identifying information, including, but not limited to, addresses, telephone numbers, e-mail addresses, or any information that is linked to any individual patron of the Sports Park, except for general statistical information not specifically identifying any person. Operator shall not use such information for any purpose other than carrying out the Operator's obligations under this Agreement. For purposes of this Section 7 (d), identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

8. CONTRACTING WITH THIRD PARTIES: Operator may enter into agreements with qualified third parties for the purpose of providing any of the sports services or sports programs in connection with the

uses permitted to be performed on the Property as described in Section 6 or for the purpose of operation subject to prior written approval by County in the event that any third parties may need to occupy the Property. All such agreements shall contain provisions necessary to protect the County, its officers, employees, successors and assigns from any liability arising out of the provision of services, including the obligation to indemnify the County of Riverside, its officers, employees, successors, and assigns and to carry the necessary insurance. The term of any permit, contract, or other agreement entered into by Operator affecting or related to the Properties shall not exceed the term of this Agreement.

9. UTILITIES: During the term of this Agreement, County agrees to pay, or cause to be paid for any and all utilities used upon the Property including but not limited to electric, water, gas, sewer, phone, refuse collection, security and/or fire alarm monitoring or related fees, and all other services supplied to the Sports Park.

10. FURNITURE, FIXTURES AND EQUIPMENT: The County and Operator agree and acknowledge that the County owns and installed certain furniture, fixtures, and equipment for the operation of the Sports Park as set forth in Exhibit "E" Existing Furniture, Fixtures and Equipment Owned by County, attached hereto and by this reference incorporated herein.

11. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

Lakeland Village Sports Park:

(a) Operator shall, at its sole cost and expense, maintain, or cause to be maintained, the overall Sports Park area, the concession building and restrooms, the parking lot and landscaped area in good, clean condition and use as outlined above and in accordance with all applicable laws, including but not limited to health, fire and safety ordinances and laws, environmental regulations and such rules and regulations hereunder as may be binding upon Operator with reasonable wear and tear excepted. Operator will be responsible for normal or minor maintenance of the premises, while County shall be responsible for any building systems, utility and reoccurring capital maintenance and capital improvement project costs.

(b) Improvements by Operator. Any alterations, improvements, or installation of fixtures to be undertaken by Operator shall have the prior written approval of the County after Operator has submitted a work plan for any such proposed alterations, improvements, or fixtures to County in writing.

(c) Custodial Services: Operator shall keep the Property in a clean and neat condition.

Operator shall at its sole cost and expense, be responsible for all custodial service and supplies necessary for both the Sports Park and the associated grounds as depicted in Exhibits A and B hereto.

(d) Inspection. County and its representatives, employees, agents or independent contractors may enter and inspect the Properties or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Operator's compliance with the terms and conditions of this Agreement.

(c) Inspection. County and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Operator's compliance with the terms and conditions of this Agreement.

12. TAXES AND ASSESSMENTS: During the term of this Agreement Operator shall pay, or cause to be paid, any and all applicable real and personal property taxes, general and special assessments and other charges of every description as may be levied on or assessed against the Operator, or personal property owned by Operator located on or in the Sports Park by reason of Operator's operation of the Properties. Operator acknowledges that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

13. COMPLIANCE WITH LAWS AND RESTRICTIONS. Operator shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable ordinances, state and federal laws associated with the provision of the public programs and services. Operator further agrees to use the Properties in material compliance with all laws now in force or which may hereafter be in force relative to its use as outlined in Section 6 above, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

14. ASSIGNMENT: Operator shall not assign the rights and obligations of this Agreement without the written consent of the County. Such consent shall be in the sole and absolute discretion of the County.

15. INSURANCE: Without limiting or diminishing the OPERATOR'S obligation to indemnify or hold the COUNTY harmless, OPERATOR shall procure and maintain or cause to be maintained, at its sole

cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Workers' Compensation. If the Operator has employees as defined by the State of California, the Operator shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside. Policy shall name the County as Additional Insureds.

(b) Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Operator's performance of its obligations hereunder. Policy shall name, the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the occurrence limit.

(c) Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Operator shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the occurrence limit. Policy shall name the County Additional Insured.

(d) General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The Operator's insurance carrier(s) must declare its insurance self-insured retentions for each coverage required herein. If such self-insured retention exceed \$500,000 per occurrence each such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Operator's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Operator shall cause Operator's insurance carrier(s) to furnish the County with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County's Risk Manager or Real Estate Division, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If operator insurance carrier(s) policies does not meet the minimum notice requirement found herein, Operator shall cause Operator's insurance carrier(s) to furnish a 30 day Notice Cancelation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Operator shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the Operator's

insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Operator has become inadequate.

7) Operator shall pass down the insurance obligations contained herein to all tiers of Operator's vendors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County's Risk Manager.

9) Operator shall notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within ten (10) days of receipt of notice thereof.

16. INDEMNIFICATION: OPERATOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of OPERATOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of OPERATOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. OPERATOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

(a) With respect to any action or claim subject to indemnification herein by OPERATOR, OPERATOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes OPERATOR's indemnification to Indemnitees as set forth herein.

(b) OPERATOR'S obligation hereunder shall be satisfied when OPERATOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

(c) The specified insurance limits required in this Agreement shall in no way limit or circumscribe OPERATOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

(d) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Operator from indemnifying the County to the fullest extent allowed by law.

17. ENVIRONMENTAL PROTECTION. Operator shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Sports Park that could result in destruction of habitat or the contamination or pollution of said Sports Park. Operator shall at all times comply with all applicable federal, state, and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

18. HAZARDOUS MATERIALS. Operator shall not use or allow anyone else to use the Sports Park to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. Operator shall immediately notify County in writing in the event of any release of hazardous material, violation of any

environmental law, or actions brought by third parties against Operator alleging environmental damage. Operator shall indemnify and hold County harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by Operator or any person or entity under its control. County represents and warrants to Operator that, to the best of County's knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Sports Park or Property prior to the effective date of this Agreement. In the event that Operator discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Sports Park or Properties prior to the effective date of this Agreement, then Operator shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and County shall indemnify, defend and hold harmless Operator from any and all liability of any type related thereto.

19. DEFAULT:

(a) Operator shall be deemed in default of this Agreement if Operator uses the Properties for any purpose other than that authorized in the Agreement, fails to maintain the Properties or the improvements in the manner provided for in the Agreement, fails to comply with or perform any other covenant, condition, provision or restriction provided for in the Agreement, abandons the Property, allows the Properties to be attached, levied upon, or seized under legal process, or if Operator files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession of the Property, or commits or permits waste on the Property.

(b) Operator shall cure any defaults within thirty (30) days of receipt of a written notice by the County to remedy any and all defaults. In the event that any default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional 90 days) so long as Operator commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion. In the event that Operator's fails to cure the noticed default, County shall have the right to terminate this Agreement and retake possession of the Properties together with all additions, alterations, and improvements thereto by providing Operator thirty (30) days' notice of its intent to terminate.

County shall also retain all rights to seek any and all remedies at law or in equity available in the event Operator is in default. Upon the giving of notice of termination, all Operator's rights in the Properties and improvements shall terminate. Promptly after notice of termination, Operator shall surrender and vacate the Properties and all improvements in good and clean condition.

20. TERMINATION:

(a) County's Right to Terminate.

1) If during the term of this Agreement, the Sports Park is damaged, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, County shall have the option, but shall not be obligated to make the repairs necessary to restore the Sports Park and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage occurred. However, County may determine in its sole discretion, that if it is not feasible to make the necessary repairs or restoration, County shall have the right to terminate this Agreement.

2) County, in its sole and subjective discretion, may terminate this Agreement for any reason and at any time by giving ninety (90) days prior written notice to Operator.

3) Upon such termination, Operator must surrender the Properties and all equipment and improvements constructed in the Sports Park (other than trade fixtures or other removable fixtures owned by Operator) to be left in good and clean condition and shall become the property of County or the County at no cost or expense to the County.

(b) Operator's Right to Terminate.

1) Operator, in its sole and subjective discretion, may terminate this Agreement at any time and for any reason by giving written notice to County at least ninety (90) days prior to the effective date of such termination. Upon such termination, Operator must surrender the Properties and all improvements and Equipment in good and clean condition.

21. NOTICES: All notices, requests, demands, waivers, consents and other communications herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and transmitted by electronic email, hand-delivered, sent by certified mail, or deposited in the United States mail, postage prepaid and addressed as follows:

If to County: Attn: Deputy Director of Real Estate
Facilities Management, Real Estate Division
3450 14th Street, Suite 200
Riverside, CA 92501

If to Operator: TBD

22. SEVERABILITY: Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

23. WAIVER: Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other party, shall not constitute a waiver of such Party's rights to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

24. GOVERNING LAW; JURISDICTION: This Agreement shall be governed and construed in accordance with the laws of the State of California. The County and Operator agree that the Agreement has been entered into in Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the State of California, in Riverside, California.

25. INTERPRETATION: The Parties hereto have negotiated this Agreement at arms-length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against County solely because it prepared this Agreement in its executed form.

26. AMENDMENT: This Agreement shall not be modified or amended without the written consent of both Operator and the County incorporated in a written amendment to the Agreement.

27. BINDING ON SUCCESSORS: The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of all the parties hereto.

28. AUTHORITY TO EXECUTE: The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations herein.

29. ENTIRE AGREEMENT: This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the Parties to this Agreement any rights or remedies under this Agreement.

(Signature Provisions on Following Page)

COUNTY:

COUNTY OF RIVERSIDE, a
political subdivision of the
State of California

OPERATOR:

By: _____
Kevin Jeffries, Chair
Board of Supervisors

By: _____
Selected Operator

ATTEST:

Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Minh C. Tran
COUNTY COUNSEL

By: _____
Ryan Yabko
Deputy County Counsel

EXHIBIT "A"

LAKELAND VILLAGE COMMUNITY CENTER PROPERTY

EXHIBIT "B"

LAKELAND VILLAGE SPORTS PARK

LICENSED AREA

EXHIBIT "C"

SCOPE OF OPERATIONS – LAKELAND VILLAGE SPORTS PARK

SPORTS PROGRAMS AND SPORTS SERVICES

EXHIBIT "D"

Existing Furniture, Fixtures and Equipment Owned by County