

COUNTY OF KERN

DEPARTMENT OF GENERAL SERVICES  
Property Management

REQUEST FOR PROPOSAL

to provide operating services for the Baseball  
Fields/Complex at the Metropolitan Recreation Center

DUE . . . . . January 30, 2026

TIME . . . . . Before 11:00 a.m.

**COUNTY OF KERN**

**DEPARTMENT OF GENERAL SERVICES-Property Management**

**Request for Proposal to Provide: Operating Services for the Baseball Fields/Complex at the Metropolitan Recreation Center**

The County of Kern is seeking qualified parties to provide a proposal for the operation of the Baseball Fields/Complex located within the Metropolitan Recreation Center.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Kern County General Services Department  
Attn: Leslie Wallace  
Bakersfield, CA 93301  
Telephone (661) 868-7023  
wallacel@kerncounty.com

Envelopes containing the Proposals are to be marked:

PROPOSAL: “Operational Services for the Baseball Fields/Complex at the Metropolitan Recreation Center”

**Projected Timetable**

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date . . . . . December 15, 2025  
Pre-Proposal Meeting . . . . . January 9, 2026  
Proposal Due Date . . . . . January 30, 2026  
Proposal Due Time . . . . . Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

# TABLE OF CONTENTS

I.	GENERAL INFORMATION	Page
	A. Project Background and Description	1
	B. Services Required of Successful Proposer	1
	C. Services Provided by the County	1
	D. Selection Process	1
	E. Solicitation Caveat	6
	F. Time	7
	G. Standard County Master Terms and Conditions	7
	H. Insurance Requirements	7
	I. Modifications to Scope of Work	11
	J. News Releases	11
	K. Compensation	11
	L. Statutes and Rules	11
	M. Background Review	11
	N. Organizational Conflict of Interest	12
II.	PROPOSAL INFORMATION AND REQUIREMENTS	
	A. General Instructions	12
	B. Business Address	12
	C. Corrections and Addenda	13
	D. Proposal Format and Contents	13
	E. Disposition of Proposals and Proprietary Data	18
	F. Post RFP Issuance	19
	G. Proposal Submission	19
	H. Withdrawal and Submission of Modified Proposal	20
	SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS	Exhibit A
	STANDARD COUNTY SAMPLE LEASE	Exhibit B
	PREMISES	Exhibit C

## **I. GENERAL INFORMATION**

### **A. Project Background**

The County of Kern is seeking an operator (“Operator”) for the Baseball Fields/Complex located within the Metropolitan Recreation Center at 4009 Chester Ave, Bakersfield, California 93301 (“Baseball Fields”).

The Metropolitan Recreation Center is located adjacent to Stramler Park and the Kern County Museum and includes other recreational facilities offering public gatherings, such as Sam Lynn Ballpark, Good Ol’ Boyz RC Racing Club, Metro BMX Racing, and Bakersfield RC Raceway.

The Operator will provide all management, supervision, labor, materials, supplies and equipment to run the Baseball Fields; and shall plan, schedule, coordinate, and ensure effective performance of all services prescribed herein. The Operator will be required to negotiate and execute a lease agreement with the County in addition to the terms and conditions of this RFP.

The Baseball Fields have been operated and managed by the Northwest Bakersfield Baseball Association since 2003 and is comprised of 13 diamonds for youth and adult baseball, softball, and tee-ball play, as well as public restrooms, concessions and maintenance facilities. The current lease expires in July 2026. There is a scheduled time between the award of this RFP and the end of the current lease for any collaborative meetings and site visits to assist with the transition, if necessary.

### **B. Services Required of Successful Proposer**

The County has developed the attached **Exhibit “A”** which fully describes the scope of work and services required; deliverables; benchmark requirements; and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

### **C. Services Provided by the County**

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

### **D. Selection Process**

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation.

Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers are a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- (a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent
- (b) Holds any required business license by the county or a city within the county; and
- (c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

All local vendors with a Local Employee Ratio of 50% or higher will receive an additional 2% score increase, and those with a ratio of 100% will receive a 3% increase to their score. (Rev 11/19)

- (d) Will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

#### At-Risk Employer Preference

Per County Ordinance 2.38.132, the At-Risk Employer preference will be implemented. This ordinance provides a preference to local vendors who are also at-risk employers. If there is a tie for the low bid and both bidders are local vendors but one of the bidders is also an at-risk employer, the contract shall be awarded to the low bidder that is also the at-risk employer. In the event local vendors are allowed to submit a new bid equal to or less than the out of county low bidder, and there is a tie for the low bid and one of the responsible low bidders is also an at-risk employer, the local vendor who is also an at-risk employer will be awarded the contract

To qualify as an “At-Risk Employer,” Vendor shall state below that you have provided gainful employment to “at-risk” individuals residing in Kern County for at least one (1) year prior to submitting this bid; and you continue to provide gainful employment to ‘at-risk individuals. “At-Risk Individuals” are defined in County Ordinance 2.38.132 as those individuals who have been incarcerated within the last five (5) years and/or have been convicted of a misdemeanor or felony within the last five (5) years and/or are youth in foster care.

Vendor has employed at least one (1) at-risk individual residing in the County of Kern for at least one year prior to submitting a bid for this project and continues to provide gainful employment to at-risk individuals residing in the County of Kern.

*(state qualifying information with returned RFP response).*

3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.)
  - (a) Proposer’s understanding of the RFP requirements and end result.
    - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
    - ii. Does proposal address all requested objectives & deliverables?
    - iii. Does proposal offer specific solutions that address problems & our desired objectives?
  - (b) Proposer’s proposed approach to tasks.
    - i. Does the approach show innovative or advanced techniques
    - ii. Does the approach make sense for this project?
    - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
    - iv. Are there any apparent discrepancies or omissions in proposal?
    - v. Is the proposed transition or milestone implementation plans feasible?

- (c) Proposer's experience in similar projects.
  - i. Does proposer have a proven track record with similar projects?
  - ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
  - iii. What is the overall exposure/experience of the proposer with government sector projects and/or private?
  - iv. Does proposal provide types, number & duration of current and previous contracts?
  
- (d) Fee OR proposed rates.
  - i. Has proposer revealed and described all costs? Are there any hidden costs?
  - ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
  - iii. Does proposer list prior contracts that were conducted on time and within budget?
  - iv. Does proposal state length of time for firm pricing?
  
- (e) Estimated completion date(s) or required start date
  - i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
  - ii. Does proposal address any time frames mandated by law?
  - iii. Does proposal address the length of time to complete one-time services?
  - iv. Does proposal describe in detail each project phase and the time needed for completion?
  - v. Does the proposal benchmark critical events in the completion of the project?
  
- (f) Client references.
  - i. Are proposer's referenced projects similar in size & scope?
  - ii. Do references report any negative aspects with their experience with proposer?
  - iii. Do references report proposer's capabilities in problem solving during project?
  - iv. Do references indicate successful billing/invoicing processes?
  - v. How did the reference award previous business to the proposer?
  
- (g) Qualifications of proposer's staff for the project.
  - i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
  - ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?

- iii. Does proposer's response address productivity and utilization of staff/management assignments?
  - (h) Any other factors the Evaluation Committee deems relevant, for example:
    - i. Does proposal offer technology advances included in work approach?
    - ii. How feasible is the transition plan/milestone steps of proposer's plan?
    - iii. Other
4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.
7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**

***Notwithstanding Section I.D.2. of this Request for Proposals (RFP), this procurement is an RFP and will not be evaluated based on a low bid. The County has established the fixed annual rent for the Premises. Accordingly, references within Ordinance 2.38.132 to "low bid" or "low bidder" will be applied to the final ranked proposer, based on the evaluation criteria listed in Section I.D.3. of this RFP. In the event of a tie in final evaluation scores between two or more local proposers, and one of those proposers is also an at-***

*risk employer, the County will apply the at-risk employer preference consistent with Ordinance 2.38.132.*

8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
  - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to the County representative for final consideration.
  - b. Proposers may request a debrief during the same seven (7) day time period. **No extension will be given.**
9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

**E. Solicitation Caveat**

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion

of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

**F. Time**

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

**G. Standard County Master Terms & Conditions**

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the standard County Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Proposal.

The selected Proposer will be required to execute an agreement with the County for the services requested **within 60 calendar days** of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Proposer and begin negotiations with that Proposer.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

**H. Insurance Requirements**

Operator, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Operator shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

- a. **Workers' Compensation and Employers Liability Insurance Requirement:**  
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. **Liability Insurance Requirements:**

- (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
  - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
  - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
  - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least three (3) years following the termination

of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
- f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from

Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

**I. Modifications to Scope of Work**

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

**J. News Releases**

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Chief General Services Officer.

**K. Compensation**

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

**L. Statutes and Rules**

The terms and conditions of this RFP, and the resulting operating services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

**M. Background Review**

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

## **N. Organizational Conflict of Interest**

Proposer warrants, to the best of its knowledge, that neither Proposer nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Proposer nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Proposer relating to this Agreement, Proposer shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Proposer has any actual or potential organizational conflict of interest. As used in this paragraph, **"Organization conflict of interest"** means any relationship whereby Proposer has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

## **II. PROPOSAL INFORMATION AND REQUIREMENTS**

### **A. General Instructions**

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

### **B. Business Address**

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

### **C. Corrections and Addenda**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the **Department of General Services, Attn: Leslie Wallace at 1115 Truxtun Avenue, 3<sup>rd</sup> Floor, Bakersfield, California, 93301**, if the proposer has previously submitted a Proposal to the department).

**Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.**

### **D. Proposal Format and Contents**

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

#### **1. Cover Page:**

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

#### **2. Corporate/Agency Profile:**

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company

- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

### **3. Qualifications and Experience:**

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets, contractor licensing, certifications etc) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

#### **Documentation of Satisfactory Past Performance/References**

**Provide a minimum of three (3) reference letters** for similar services rendered (must be within the last twelve (12) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

**Provide a list of all clients** with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

**4. Credentials/Resumes:**

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

**5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:**

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.
- d. List, and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.

- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before **August 1, 2026**. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

**6. Cost of Service:**

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the Operator including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Proposal.**

**7. Insurance:**

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

**8. Additional Information:**

Include any other information you believe to be pertinent but not required.

**9. Confidential Information:**

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

**IF CONFIDENTIAL INFORMATION IS SUBMITTED:**

a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL".

b. Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“\_\_\_\_\_ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

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

Confidential information as discussed in this section II.D.9 may include:

**Technical Information**

- a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

**Financial Information**

- a. financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

**Business Development-Related Information**

- a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- c. Any techniques, know-how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

**E. Disposition of Proposals and Proprietary Data**

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to

facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

## **F. Post RFP Issuance**

### **1. Questions**

- a. Before pre-proposal meeting: Questions may be submitted by email or fax prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit "A." Questions with content about the RFP process, where to mail response or other information not related to Exhibit "A" may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

### **2. Pre-Proposal Meeting**

A Pre-Proposal meeting has been set for **January 9, 2026**, at **10:00 a.m.** The meeting will be held at **4009 Chester Avenue, Bakersfield, California, 93301.** The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions are urged to attend.**

## **G. Proposal Submission**

The proposer shall submit six (6) written copies of the Proposal and one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division  
REQUEST FOR PROPOSAL  
1115 Truxtun Ave., 3<sup>rd</sup> Floor  
Bakersfield, CA 93301  
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on January 30, 2026**, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

**RFP Proposals are not publicly opened.**

#### **H. Withdrawal and Submission of Modified Proposal**

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

## Exhibit A

### **I. BACKGROUND**

The County of Kern is seeking an operator (“Operator”) for the Baseball Fields/Complex (“Baseball Fields”) located within the Metropolitan Recreation Center at 4009 Chester Avenue, Bakersfield, California 93301. The Operator shall provide all management, supervision, labor, materials, supplies, and equipment to run the Baseball Fields; and shall plan, schedule, coordinate, and ensure effective performance of all services prescribed herein. The Operator will be required to negotiate and execute a lease agreement with the County in addition to the terms and conditions of this RFP. The baseball fields, concessions and bbq, maintenance areas, public restrooms, and parking areas (collectively, “Premises”) are depicted on Exhibit “C”. The entirety of the Premises is approximately 24.59 acres. The Premises contains 13 baseball fields, 1 snack bar, 6 permanent restrooms, board room, maintenance/equipment building, 2 water tanks, and parking area. The operator shall be responsible for contracting with third parties (i.e. youth baseball leagues, adult leagues, private tournament groups, etc.) to create revenue for the Baseball Fields.

The Baseball Fields have been operated and managed by the Northwest Bakersfield Baseball Association since 2003. The current lease expires in July 2026. There is a scheduled time between the award of this RFP and the end of the current lease for any collaborative meetings and site visits to assist with the transition, if necessary.

### **II. DESIRED OBJECTIVE(S)**

The following is a general list of the desired outcome(s) that are essential to be achieved as a result of this request to provide **operational services for the Baseball Fields on behalf of County.**

- Operate and maintain the Premises and all improvements in a clean, sanitary and safe condition and in compliance with the terms, covenants and conditions of this Agreement and all applicable federal, state, and location laws, rules and regulations.
- Provide a safe and fun recreational venue for the benefit of the citizens of Kern County.
- Utilize proceeds from the use of the Premises to improve the Premises.
- Generate sufficient revenue to sustain the successful on-going operation of the Baseball Fields.

### **III. ESTIMATED VALUE/COST**

The following is a general outline of the current and proposed estimated budget or value/cost of the work and/or services to be performed **(based on actual expenses/revenue from Northwest Baseball Association)**

- a. Current Rent: \$7,100 annual; Proposed: \$7,500 annual (with 2% annual increase)
- b. Current and Proposed security deposit: \$5,000 (upon execution of lease agreement)

- c. Current and Proposed: Proceeds to the Premises must be reinvested into operations on the Premises
- d. Estimated Annual Operating expenses: \$580,000
- e. Current and Proposed Reserves: \$30,000 in reserve account for start up
- f. Current staff: (3) maintenance staff; (2) full-time and (3) part-time gate staff
- g. Current maintenance: Operator must pay for all maintenance; Proposed maintenance: Proposer shall be responsible for all maintenance, repairs, replacements, and modifications to the Premises (“Repairs”) when the total collective cost and expense for such Repair is less than \$5,000.00 per occurrence. For any Repair (including capital improvements or repairs required by any law, statute, code, or ordinance) in which the total cost and expense exceed \$5,000.00 per occurrence (each a “Major Repair”), County and Proposer shall meet and confer to develop a plan of action, though Proposer shall remain responsible for at least the initial \$5,000.00.

#### **IV. BUSINESS AND/OR WORK ENVIRONMENT**

The following is a general outline of the Business and Work Environment which includes a description of where and how the work will be performed (operation requirements of the work and programs, systems and infrastructure) of the services that will be required.

Work will be performed at a minimum, on the Premises with staff hired by the Operator, to meet the Desired Objectives listed above. The Premises is a business and should be operated as one. A detailed, realistic business plan is recommended to accompany this RFP. A successful proposer should work well with the local and regional league associates to generate revenue.

#### **V. DESCRIPTION AND SCOPE OF WORK**

The following is a general outline of the Description and Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultants.

- a. Utilize the facility for the purposes of youth sports
- b. Collaborate with outside agencies and community groups to offer additional youth sport activities
- c. Term: 3 years with (2) 3-year options to extend
- d. Termination: upon mutual consent of the parties
- e. Financial Reporting: provide annual financial reports to County evidencing the funds sufficient to operate, repair and maintain the Premises to the sole satisfaction of the County
- f. Construction: Any future improvements made shall comply with the terms and conditions of the federal, state and local rules, regulations, codes, and laws that govern the development of the Premises
- g. Repairs and Maintenance: Operator shall be responsible for all repairs and maintenance on the Premises
- h. Utilities: Operator shall be responsible for all utilities servicing the Premises.

- i. Taxes: Operator shall be responsible for all applicable taxes on the Premises, including the improvements thereon.
- j. Pest Control: Operator shall be responsible for minimum semi- annual professional rodent/pest control.
- k. Provide a safe environment for children and spectators

## **VI. DELIVERABLES**

The following are objective tangible results that the Contractor must produce in order to stay in compliance with the lease agreement. This may also include deliverables with milestone dates or time periods that are required to be completed.

- a. Security deposit
- b. Annual Rent Payments
- c. Annual Financial Reports
- d. Proof of Insurance with endorsements throughout the term

## **VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS**

The following is a general outline of the skill sets, Contractor Licensing, Certifications, and Qualifications that will be required.

N/A

## **VIII. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY**

The following is a general outline of the constraints, obstructions, roadblocks that may affect the Proposer's approach and methodology that will be needed and/or considered in order for the Proposer to submit as part of their proposal response.

- Effectively maintain the Premises-Nearly 24.59 acres of grass fields that require substantial watering, mowing, tree trimming, herbicide spraying, and pest/rodent control
- Create additional revenue during baseball off season (December and January)
- Effectively secure the Premises and all fixtures and equipment

## **IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

The following is a general outline of the Performance Standards and Quality Assurance benchmarks that are required as part of this proposal. For additional standards, see Section II – Objectives.

The first monthly payment of rent shall be paid within 30 days of the Execution Date of the lease agreement, and thereafter for the balance of the Term, shall be paid on or before the anniversary date of the Execution Date.

If rent is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rent payment plus penalty shall become immediately due and payable to the County. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid.

On or before the Execution Date of the lease agreement, proposer shall deposit with the County, a security deposit made payable to the County of Kern in the amount of \$5000.

Proposer shall provide annual financial reports evidencing the existence of sufficient funds to operate, repair and maintain the Premises to the sole satisfaction of the County.

Prior to any construction, Proposer shall, with all diligence and at its sole cost, seek necessary permits, and address environmental aspects and County approvals of such construction.

County shall have the right to enter upon the Premises at all reasonable times to inspect the Premises and Proposer's operations thereon. Regular inspections will occur twice per year by County staff and Proposer will be asked to meet at least 48 hours in advance.

Proposer shall secure and maintain all applicable insurance required under the lease agreement and Section H of this RFP.

Proposer shall maintain the Premises in clean, sanitary and safe condition, and in compliance with the terms, covenants and conditions of the lease agreement and all applicable federal, state, and local laws, rules and regulations. Should Proposer fail to maintain the Premises in such a way, County may facilitate the maintenance thereon, and bill proposer for such services.

As determined by the County, any serious and legitimate complaints filed by users of the Premises shall be discussed between County and proposer to find the best solution.

All performance and quality assurance shall be to the satisfaction of the Chief General Services Officer, which shall not be unreasonably withheld.

## **X. SECURITY REQUIREMENTS**

The following is a general outline of the Security Clearance and Information Technology Requirements necessary as part of this proposal

N/A

## **XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES**

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide operational services for the Baseball Fields on behalf of the Department of General Services for the County of Kern.

For a more comprehensive list of outcomes, see Section II – Objectives. For a comprehensive list of deliverables, see Section V – Description and Scope of Work and Section VI – Deliverables.

Proposer to provide a business plan or other written documents demonstrating their knowledge and understanding of the operation of a baseball complex, which should be based on actual costs and revenues provided in this RFP. The Proposer should include ideas to create revenue and minimize costs, without demising the quality of the Premises.

Items to be considered will include:

- Ability and commitment to reinvest into the complex
- Success of prior endeavors of this type
- The commitment to the community and youth sports
- The plan to allow and collaborate with other organizations or groups
- The outreach of the organization for continued growth

**EXHIBIT B**

AGREEMENT FOR LEASE OF A PORTION  
OF THE METROPOLITAN RECREATION CENTER  
LOCATED IN BAKERSFIELD, CALIFORNIA

(County of Kern – \_\_\_\_\_)

SAMPLE

## TABLE OF CONTENTS

RECITALS .....	1
AGREEMENT .....	1
1. Premises .....	1
2. Term .....	1
3. Options to Extend Term .....	1
4. Right to Terminate .....	2
5. Hold Over .....	2
6. Rent .....	2
a. Initial Term .....	2
b. Extended Term(s) .....	2
c. Hold Over Term .....	2
d. Late Fee for Slow Pay .....	2
e. Insufficient Funds .....	2
a. In General .....	3
b. No Nuisance .....	3
c. Concessions – .....	3
10. Condition of Premises .....	4
11. Alterations .....	4
12. Repair and Maintenance .....	4
13. Utilities and Services; Modification of Utilities: .....	5
14. Taxes and Assessments .....	5
15. Lessee’s Furniture, Fixtures and Equipment .....	5
a. In General .....	5
b. Abandonment of FF&E .....	5
c. FF&E as Security .....	5
16. Signs .....	5
17. Damage and Destruction .....	5
18. Condemnation .....	6
19. Right of Inspection .....	6
20. Hazardous Materials .....	6
a. No Hazardous Materials .....	6
b. Clean Up of Hazardous Materials .....	6
c. Failure by Lessee to Clean Up .....	6
d. Receipt of Notice of Violation .....	7
21. Indemnification .....	7
a. In General .....	7
b. Environmental .....	7
22. Release and Waiver; Waiver of Civil Code Section 1542 .....	7
a. Release and Waiver .....	7
b. Waiver of Civil Code Section 1542 .....	8
23. Lessee Maintenance of Insurance .....	8
a. Workers’ Compensation and Employer’s Liability Insurance Requirements .....	8
1) Workers’ Compensation Insurance - Lessee Employees .....	8
2) Workers’ Compensation Insurance - Lessee Subcontractors .....	8
3) Employer’s Liability Insurance .....	8
b. Liability Insurance Requirements .....	8

1) In General.....	8
(a) Commercial General Liability Insurance.....	9
(b) Automobile Liability Insurance.....	9
(c) Professional Liability (Errors and Omissions) Insurance.....	9
2) Additional Insureds.....	9
3) Self-Insurance Retention.....	9
4) Claims-Made.....	9
c. Fire and Casualty Insurance.....	9
d. Cancellation of Insurance.....	10
e. Insurance Company Rating.....	10
f. Lessee Self-Insured.....	10
g. Primary Insurance.....	10
h. No Limitations by Policy Limits.....	10
i. Failure to Maintain Insurance.....	10
24. Liens and Encumbrances.....	11
25. Breach by Lessee.....	11
26. Remedies of County.....	11
a. Agreement and Possession Continue.....	11
b. Agreement and Possession Terminate.....	11
c. Remedies Not Exclusive.....	11
d. County Right to Cure.....	12
27. No Waiver of Breach.....	12
28. Force Majeure.....	12
a. Definition.....	12
b. Consequences.....	12
29. Quiet Possession.....	12
30. Assignment and Subletting.....	12
a. No Assignment or Subletting.....	12
b. Referral to Board of Super.....	12
c. Failure to Obtain Consent.....	12
d. No Waiver or Limitation on Consent.....	13
e. Lessee in Compliance.....	13
31. Administrative Processing Fee.....	13
32. Surrender of Premises.....	13
33. Notices.....	13
34. Authorized Agent of County.....	14
35. Miscellaneous Provisions.....	14
a. Negation of Partnership.....	14
b. Conflict of Interest.....	14
c. Nondiscrimination.....	14
d. Incorporation of Prior Agreements.....	15
e. Remedies not Exclusive.....	15
f. Severability.....	15
g. Governing Law; Venue.....	15
h. Compliance with Laws.....	15
i. Successors.....	15
j. No Third Party Beneficiaries.....	15
k. Covenants and Conditions.....	15

l. Modification.....	15
m. Authorization .....	15
n. Construction.....	15
o. Recitals.....	15
p. Captions .....	15
q. Exhibits .....	16
r. Time of Essence.....	16
EXHIBIT “A” – Premises.....	<b>Error! Bookmark not defined.</b>
EXHIBIT “B” – Environmental terms.....	<b>Error! Bookmark not defined.</b>

**AGREEMENT FOR LEASE OF A PORTION  
OF THE METROPOLITAN RECREATION CENTER**

(County of Kern – \_\_\_\_\_)

**THIS AGREEMENT (“Agreement”)** is executed at Bakersfield, California, on \_\_\_\_\_ (“**Execution Date**”) by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”), and \_\_\_\_\_ (“**Lessee**”). County and Lessee are referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS:**

**A.** County owns and operates the Metropolitan Recreation Center (“**Center**”) located on the west side of Chester Avenue, south of the Carrier Canal, in Bakersfield, California. The Center has historically provided facilities and park grounds for the public to use for recreational purposes.

**B.** In the past, County has leased a portion of the Metropolitan Recreation Center to organizations for operating youth baseball programs.

**C.** Pursuant to Government Code section 25907, County may grant leases of public park property to any person for services consistent with public park and recreation purposes.

**D.** County and Lessee agree that it would be in the best interest of the general public to allow Lessee to continue operating a portion of the Center for organizing and managing baseball programs and selling food, non-alcoholic beverages and baseball related merchandise to the public.

**AGREEMENT:**

**1. Premises:** For and in consideration of the terms, covenants, and conditions contained in this Agreement, County leases to Lessee, and Lessee leases from County, a portion of the Center, which includes thirteen (13) baseball diamonds, public restrooms, concession area, maintenance facilities, and public parking area, as depicted on the attached **Exhibit “A”** (“**Premises**”).

**2. Term:**

**a. Initial Term** – The initial term of this Agreement (“**Term**”) shall commence on the Execution Date and terminate three (3) years thereafter, unless sooner terminated as provided in this Agreement.

**b. Extension of Term to Remove Hazardous Materials** – If any Hazardous Materials are found on the Premises, County may, at its sole discretion, require Lessee to remain in possession of the Premises beyond the expiration of the Term until the County determines that the Hazardous Materials are no longer present. “**Hazardous Materials**,” as used in this Agreement, shall be defined as stated in **Exhibit “B.”**

**3. Options to Extend Term:** Provided Lessee is not in default of any of the terms, covenants, or conditions of this Agreement, beyond applicable cure periods, Lessee shall have two (2) options to extend the Term, each for a three (3) year period. Lessee may exercise the

option(s) by giving County written notice of Lessee's desire to extend the Term, not less than 180 calendar days prior to the expiration date of the current term. The Chief General Services Officer ("CGSO"), at the CGSO's sole discretion, may accept or reject the request to extend. If an option is exercised, "Term" shall include the option term.

4. **Right to Terminate:** Either Party may terminate this Agreement by providing a 30-day prior written notice to the other Party. This Agreement shall not terminate during the months of February through October without the written consent of both Parties. Notwithstanding the foregoing, the CGSO may immediately terminate this Agreement under conditions deemed by CGSO to be an emergency, or any other situation deemed necessary by the CGSO.

5. **Hold Over:** If Lessee holds over after the expiration of the initial term or any extensions thereafter, with the express or implied consent of County, such holding over shall be a tenancy only from month to month and shall be governed by the terms, covenants, and conditions contained in this Agreement, except for rental consideration. At County's option, Lessee shall pay during such holding over such rent as County may determine appropriate but shall not be more than ten percent (10%) more than the previous year's rent. "Term" shall include any hold over period.

6. **Rent:**

a. **Initial Term** – As consideration for the lease of the Premises during the initial Term, Lessee shall pay to County in lawful money of the United States without deduction or offset, to the County of Kern, Parks Department, 1115 Truxtun Avenue, 3<sup>rd</sup> Floor, Bakersfield, CA, 93301, or to such persons and at such places as may be designated from time to time by County. The annual rent ("**Base Rent**") shall be \$7,500.00 for the first year with 2% annual increases, thereafter. The first annual rent payment shall be paid within 30 days of the Execution Date, and thereafter for the balance of the Term, shall be paid on or before the anniversary of the Execution Date. Each annual rent payment shall only be in consideration for the right to possess, occupy and use the Premises for the subsequent year, as defined in **Section 8**. In the event Lessee occupies the Premises for a partial year at any time, Lessee shall only be responsible for a prorated portion of the annual Base Rent.

b. **Extended Term(s)** – The amount of the Base Rent during an option term, if exercised, shall be determined by County but shall not be adjusted more than ten percent (10%) higher than the previous year's Base Rent. County shall inform Lessee of any change in rent within 30 days of the anniversary of the Execution Date.

c. **Hold Over Term** – The amount of annual rent shall be determined by County as set forth in **Section 5**.

d. **Late Fee for Slow Pay** – If money payable to County as a condition of this Agreement is not paid in full when due, a late fee of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rent payment plus late fee(s) shall become immediately due and payable to County. A further late fee of 10% of the amount due and unpaid, including previously assessed late fees, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% late fee is in addition to any other rights of County, if Lessee does not faithfully perform the terms, covenants, and conditions of this Agreement.

e. **Insufficient Funds** – Pursuant to California law, if Lessee passes a check with insufficient funds, Lessee shall be liable to County for the amount of the check and

a service fee of \$25, and County may require that all payments thereafter be made with guaranteed funds (i.e., money order or cashier's check).

7. **Security Deposit:** Lessee shall make a security deposit to County in the amount of \$5,000.00 within 30 days of the Execution Date. The deposit shall be held by County and be conditioned upon the Lessee well and truly observing, fulfilling, and performing each term and condition of the Agreement; and in case of any breach of any condition or term of the Agreement, the deposit may be redeemed by County.

8. **Purpose:**

a. **In General** – This Agreement is made for the purpose of allowing Lessee to operate and maintain the Premises for baseball related activities and concessions. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of the CGSO, which may be granted or withheld at the CGSO's sole discretion. Notwithstanding the foregoing and in compliance with the Parks Preservation Act, Lessee agrees to provide use of the Premises to the general public during times when Lessee is not hosting its own baseball activities and shall be responsible for the reservations thereof. Lessee shall allow for use of the Premises during Center hours, at a reasonable cost and with reasonable requirements to the applicants. All disputes between Lessee and applicants shall be brought to the attention of the County and CGSO. If a dispute cannot be resolved between Lessee and the applicant, then the CGSO's decision in the matter shall be final and binding. Lessee agrees to submit to the resolutions provided by CGSO in any such matter.

b. **No Nuisance** – Lessee shall not do or permit any act or thing to be done upon the Premises that will obstruct or interfere with the rights of County or any others or injure or annoy County or others. Lessee shall not cause, maintain, or permit any nuisance or waste on or about the Premises, or allow the Premises to be used for any unlawful purpose. Within 72 hours of receiving written notice from County that a nuisance exists, Lessee shall abate or otherwise cause the nuisance to be abated. If Lessee has not taken corrective action within 72 hours, then County may enter and abate the nuisance at the sole cost of Lessee without any liability whatsoever to County. Lessee shall not allow any offensive matter, refuse, or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, to remain on the Premises or within a distance of 50 feet thereof and shall prevent any accumulation thereof from occurring.

c. **Concessions** – Lessee shall be allowed to sell food, snacks, non-alcoholic beverages, and miscellaneous baseball related merchandise on the Premises. Lessee shall not sell, promote, or give away alcohol or tobacco products. Lessee shall not allow any alcoholic beverages to be consumed on the Premises. This Agreement does not preclude the necessity of Lessee securing an appropriate City or County business license if such business license is required for any business operation to be conducted by Lessee on the Premises. Lessee, at its sole cost, shall keep all concession areas within the Premises in a clean, safe, and sanitary condition and shall comply with all health, safety, and cleanliness codes and requirements of all applicable local government agencies. Lessee shall provide adequate trash receptacle containers to be in convenient locations for customer's disposal of paper, cups, containers, food items, and other trash. Lessee shall ensure that such trash is placed in proper receptacles and removed from the Premises in a timely and legal manner.

9. **Annual Financial Reporting:** Upon request, Lessee shall provide annual financial reports to the CGSO evidencing the existence of sufficient funds to operate, repair, and maintain the Premises to the sole satisfaction of County. County may, at any time upon written notice to Lessee, examine Lessee's accounts, record-keeping, books and record of income and expenses from all operations and activities on the Premises. Lessee shall make such accounts, books, and records available to County. If Lessee fails to provide adequate financial reports or access to its books and records, County shall give a 15-day notice to Lessee, requiring Lessee to meet its obligations under this **Section 9**. If Lessee fails to do so within the 15-day period, County, at its sole discretion after expiration of the 15-day period, may cause an audit to be performed, with all costs of the audit to be reimbursed by Lessee to County.

10. **Condition of Premises:** Lessee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent, and/or patent. Lessee acknowledges that the Premises has not undergone inspection by a Certified Access Specialist and accepts the Premises in its present condition. County does not warrant or represent the Premises to be suited for Lessee's purposes.

11. **Alterations:** Lessee shall make no modifications, improvements or additions to the Premises without the prior written consent of the CGSO, which may be granted or withheld at the CGSO's sole discretion. All alterations or improvements made to the Premises remain the property of County.

12. **Repair and Maintenance:**

a. **In General** – During the Term, Lessee shall, at its sole cost, repair and maintain the Premises and its FF&E (as defined in **Section 15**) in a clean, sanitary and safe condition and in compliance with the terms, covenants and conditions of this Agreement and all applicable federal, state and local laws, rules and regulations ("**Applicable Laws**"). Lessee shall regularly maintain and service all areas of the Premises, including but not limited to, the baseball fields, restrooms, concession and barbeque areas, maintenance facilities, and parking areas. Lessee shall not dispose of or store green waste on the Premises or on adjacent County property. All repairs and maintenance under this **Section 12** shall be performed to the standards of and to the satisfaction of County.

b. **Major Repairs** – For any single repair, maintenance or replacement item exceeding \$5,000.00 in total cost ("**Major Repair**"), including capital improvements, Lessee and County shall meet and confer to develop a course of action for the repair and payment of the costs; however, Lessee shall be responsible for paying the initial \$5,000.00 amount toward the repair.

c. **Baseball Fields** – Lessee, at its sole cost, shall be responsible for all field repairs, maintenance, and game preparations which shall include without limitation, regular watering, mowing, tree trimming, herbicide spraying, pest and rodent control, filling holes, dragging the infield, chalking the lines, positioning the bases, and providing the equipment, labor and materials for such preparation. Lessee shall maintain the baseball fields to the satisfaction of County.

d. **Failure by Lessee to Repair and Maintain** – All Lessee's repair and maintenance shall be to the sole satisfaction of County, and if Lessee fails to fulfill any duty imposed under this **Section 12** within a reasonable period of time, County may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 12** shall constitute a waiver of any of Lessee's

obligations under this **Section 12**. Lessee's obligations under this **Section 12** shall survive the expiration or termination of this Agreement.

**e. Janitorial** – Lessee shall be responsible for all janitorial services to the Premises and shall be responsible for the cost of supplies and labor to perform the janitorial services.

**13. Utilities and Services; Modification of Utilities:** Lessee shall pay, during the Term, for all utilities used by Lessee in connection with its operations on the Premises. The term “**utilities**” for the purposes of this Agreement shall include, but not be limited to, gas, electricity, water, sewer, telephone/data, trash and refuse disposal services. Lessee shall not modify any utilities on the Premises without the prior written consent of the CGSO, which may be granted or withheld at the CGSO's sole discretion.

**14. Taxes and Assessments:** Lessee shall pay all taxes, fees, charges, and assessments levied by any governmental agency upon any interest acquired by Lessee under this Agreement. Lessee is aware that certain possessory interests may be created by entering into this Agreement and that such interests will be subject to the payment of property taxes levied on such interest.

**15. Lessee's Furniture, Fixtures and Equipment:**

**a. In General** – Lessee may install its own FF&E on the Premises, at its sole cost. In addition to Lessee's obligations under **Section 32**, at the expiration or termination of this Agreement, Lessee shall remove its FF&E, and repair any damage to the Premises as a result of removal, at Lessee's sole cost.

**b. Abandonment of FF&E** – Any FF&E belonging to Lessee and left on the Premises shall be kept for a reasonable time by County, but in no event longer than 30 days after County gives Lessee written notice to remove such property from the Premises. After the 30-day period, if not removed, the FF&E may be treated by County as abandoned and declared to be County-owned property, and County may, at Lessee's sole cost, repair any damage to the Premises as a result of removal. The costs charged to Lessee may include, without limitation, consideration for the additional time Lessee or its FF&E occupied the Premises beyond the deadlines and disallowed County's full utilization of the Premises as the owner of the property.

**c. FF&E as Security** – If, at the time of expiration or termination of this Agreement, Lessee is in default of any of the terms, covenants, or conditions of this Agreement, including the payment of rent or any other sums due under this Agreement, Lessee shall not remove from the Premises any of its FF&E, and such personal property shall remain in the Premises as security for the cure of such default, until such time as such default is fully cured by Lessee and any costs incurred by County, including attorneys' fees, are paid in full by Lessee to County.

**16. Signs:** Lessee, at its sole cost, shall have the right to affix and install on the Premises, reasonable signs to identify the Premises, and such signs shall comply with all Applicable Laws, including those of County, and any installation of signage shall be approved in writing by the CGSO prior to installation. Any damage to the Premises occasioned by the installation and maintenance of any such sign, and the cost of removal or obliteration thereof upon the expiration or termination of this Agreement, shall be paid by Lessee.

**17. Damage and Destruction:** If the Premises are damaged or destroyed by fire or casualty, not the fault of Lessee or any person in or about the Premises with the express or implied

consent of the Lessee, the damaged Premises shall be repaired by Lessee at its sole cost, with the use of available insurance proceeds required under **Section 23.c** or Lessee may, at its option, terminate this Agreement and assign the available insurance proceeds to County. In the event that Lessee elects to repair the damaged Premises, this Agreement shall continue in full force and effect except that certain obligations of Lessee may be subject to Force Majeure as provided in **Section 28**. The provisions of California Civil Code sections 1932(2) and 1933(4) shall not apply to this Agreement, and Lessee hereby waives the benefits thereof.

**18. Condemnation:** If all or any part of the Premises is taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Party shall have the right to terminate this Agreement as to the balance of the Premises by notice to the other Party within 30 days after such date. However, a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature, in Lessee's reasonable judgment, as substantially to handicap, impede, or impair Lessee's use of the balance of the Premises. In the event of any taking, the proceeds shall belong to County.

**19. Right of Inspection:** County shall have the right to enter upon the Premises at all reasonable times to inspect the Premises and Lessee's operations thereon. County reserves all rights in and with respect to the Premises, not inconsistent with Lessee's use of the Premises as provided in **Section 8** including without limitation the right of County to enter upon the Premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as County may deem desirable in connection with the development or use of the Premises. County shall compensate Lessee for damage to Lessee's FF&E caused by the exercise of the rights reserved in this **Section 19**.

**20. Hazardous Materials:**

**a. No Hazardous Materials** – Lessee shall not permit any Hazardous Materials to be stored or brought onto the Premises without the prior written consent of the CGSO, which may be granted or withheld in the CGSO's sole discretion. If Lessee spills any Hazardous Materials anywhere on the Premises, or other County-owned property, Lessee shall cleanup said spill, at its sole cost, and to the sole satisfaction of County. "**Hazardous Materials,**" as used in this Agreement, shall be defined as stated in **Exhibit "B."**

**b. Clean Up of Hazardous Materials** – If any governmental authority or court, which has jurisdiction, demands that a cleanup plan be prepared and/or that a cleanup be undertaken because of any deposit, spill, discharge, or other release of any Hazardous Materials at, on, or from the Premises at any time during Lessee's occupancy of the Premises, or which arises at any time as a result of any uses or occupancy of the Premises by Lessee, then Lessee shall, at its sole cost, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans in a timely manner.

**c. Failure by Lessee to Clean Up** – Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by County. If Lessee fails to fulfill any duty imposed under this **Section 20.c** within a reasonable period of time, County may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 20.c** shall constitute a waiver of Lessee's

obligations under this **Section 20**. Lessee obligations under this **Section 20** shall survive the expiration or termination of this Agreement.

**d. Receipt of Notice of Violation** – If Lessee becomes aware of or receives notice or other communications concerning any actual, alleged, suspected, or threatened violation of any Environmental Requirements, or liability of Lessee in connection with the Premises or past or present activities of any person thereon, then Lessee shall deliver to County within 10 days of receipt of such notice or communication by Lessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not create any obligation on the part of County to defend or otherwise respond to any such notification. “**Environmental Requirements**,” as used in this Agreement, shall be defined as stated in **Exhibit “B.”**

**21. Indemnification:**

**a. In General** – Lessee shall indemnify and defend, upon request of County, County, its governing board, commissions, elected and appointed officials, employees, agents, volunteers, and authorized representatives, and each of them (“**Indemnified Parties**”), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees of any kind or nature whatsoever (including, but not limited to, reasonable attorneys’ fees of County Counsel and outside counsel retained by County, costs of County staff time, investigation, expert and consultant fees and costs), and damages, including liability for personal injuries or death or property damage, regardless of where located, including property of County, and workers’ compensation claims or suits arising from or connected with any services performed under this Agreement on behalf of Lessee by any person or entity (“**Claims**”), arising out of or in any way connected with the acts or omissions of Lessee, its employees, agents, independent contractors, or invitees (“**Lessee Acts**”), unless the Claim is due to the sole default, act or failure to act, gross negligence, or willful misconduct of County or the Indemnified Parties.

**b. Environmental** – In addition, Lessee shall indemnify and defend, upon request of County, County and the Indemnified Parties against any and all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials at any time during Lessee’s occupancy of the Premises, or which arises at any time as a result of any uses at, on, or from the Premises or the occupancy of the Premises by Lessee, or as a result of Lessee’s failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any Environmental Requirements. “**Environmental Requirements**” and “**Hazardous Materials**,” as used in this Agreement, shall have the meaning provided in **Exhibit “B.”**

**c. Survival of Indemnification Obligations** – Lessee’s obligations under this **Section 21** shall survive the expiration or termination of this Agreement.

**22. Release and Waiver; Waiver of Civil Code Section 1542:**

**a. Release and Waiver** – Lessee releases County and the Indemnified Parties from all Claims, and waives all Claims against County and the Indemnified Parties, that it may have as of the Execution Date, relating to this Agreement and any acts or omissions of County or the Indemnified Parties, unless the Claim is due to the sole default, act or failure to act, gross negligence, or willful misconduct of County or the Indemnified Parties.

**b. Waiver of Civil Code Section 1542** – Lessee waives all rights under California Civil Code 1542, and all rights arising under any similar laws, whether local, state, or federal. Section 1542 provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

**23. Lessee Maintenance of Insurance:** In order to protect County and the Indemnified Parties against Claims as a result of Lessee Acts, Lessee shall secure and maintain applicable insurance as described below. Lessee shall not perform any work under this Agreement until Lessee has obtained all applicable insurance required under this **Section 23** and the required certificates of insurance, and all required endorsements have been filed with the County’s authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request by County, Lessee shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter and company to the coverage, limits, and termination provisions shown thereon. Lessee shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term or as otherwise specified herein. Such certificates and endorsements shall be delivered to the County’s authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Lessee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Lessee or County as an additional insured.

**a. Workers’ Compensation and Employer’s Liability Insurance Requirements** –

1) **Workers’ Compensation Insurance - Lessee Employees.** If Lessee has employees who may perform any services pursuant to this Agreement, Lessee shall submit written proof that Lessee is insured against liability for workers’ compensation in accordance with the provisions of California Labor Code section 3700.

2) **Workers’ Compensation Insurance - Lessee Subcontractors.** Lessee shall require any subcontractors to provide workers’ compensation for all of the subcontractors’ employees, unless the subcontractors’ employees are covered by the insurance afforded by Lessee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Lessee shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

3) **Employer’s Liability Insurance.** Lessee shall also maintain employer’s liability insurance with limits of \$1,000,000 for bodily injury or disease.

**b. Liability Insurance Requirements** –

1) **In General** – Lessee shall maintain in full force and effect, at all times during the Term, the following insurance:

(a) **Commercial General Liability Insurance**, including without limitation Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Lessee shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) **Automobile Liability Insurance**, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(c) **Professional Liability (Errors and Omissions) Insurance**, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

2) **Additional Insureds** – The Commercial General Liability and Automobile liability Insurance required in **Section 23.b(1)** shall include an endorsement naming the County and the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3) **Self-Insurance Retention** – Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

4) **Claims-Made** – If any of the insurance coverages required under this Agreement is written on a claims-made basis, Lessee, at Lessee's option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the Execution Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Fire and Casualty Insurance** – Lessee shall, at its sole cost, maintain on the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of

full replacement value. The insurance policy shall be issued in the names of County, Lessee, and any lender, as their interests appear. The insurance policy shall provide that any proceeds shall be made payable to Lessee, and Lessee shall apply and use such proceeds as required by **Section 17** subject to the priority rights of any lender. Such insurance shall satisfy the requirements of **Section 23** and shall be issued by a company or companies satisfying the requirements of **Section 23.e**. On or before the Execution Date, Lessee shall deliver to County certificates of insurance indicating that Lessee has complied with the provisions of this **Section 23.c**.

**d. Cancellation of Insurance** – The above-stated insurance coverages required to be maintained by Lessee shall be maintained until the completion of all of Lessee’s obligations under this Agreement. Each insurance policy supplied by Lessee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 10 days written notice in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

**e. Insurance Company Rating** – All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager, which may be granted or withheld at the County Risk Manager’s sole discretion.

**f. Lessee Self-Insured** – If Lessee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Lessee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County Risk Manager determines, in his/her sole discretion and by written acceptance, that the coverage proposed to be provided by Lessee is equivalent to the above-required coverages.

**g. Primary Insurance** – All insurance afforded by Lessee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

**h. No Limitations by Policy Limits** – Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude County from taking such other actions as are available to it under any other provision of this Agreement or otherwise under Applicable Laws.

**i. Failure to Maintain Insurance** – Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. County, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Lessee, County shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by County for such

insurance. If the balance of monies obligated to Lessee pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Lessee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within 10 days of demand by County. Any failure by County to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

**24. Liens and Encumbrances:** Lessee shall keep the Premises free from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause. If any liens or encumbrances are recorded against the Premises, and Lessee fails to remove the lien or encumbrance or post a bond to remove same within 15 days after its filing, County shall give a 15-day notice to Lessee, requiring Lessee to remove or bond around the lien or encumbrance within the 15-day period. If Lessee fails to do so within the 15-day period, County, at its sole discretion after expiration of the 15-day period, may obtain a bond, with all costs of the bond to be reimbursed by Lessee to County.

**25. Breach by Lessee:** In the event of the breach by Lessee of any term, covenant, or condition, Lessee shall have 30 days after written notice has been given to Lessee by County to cure, except for breach of the nuisance provisions of **Section 8.b**, which allows 72 hours to cure. If Lessee fails to cure within the stated time periods, County may exercise its remedies under **Section 26**.

**26. Remedies of County:** In the event of a breach by Lessee, County shall have the right either to terminate Lessee's right to possession of the Premises, by giving written notice of termination to Lessee, and thereby terminating this Agreement, or to have this Agreement continue in full force and effect with Lessee at all times having the right to possession of the Premises.

**a. Agreement and Possession Continue** – If County elects to have this Agreement continue in full force and effect, Lessee shall remain liable to perform all of its obligations under this Agreement and County may enforce all of County's rights and remedies. If Lessee abandons the Premises or fails to maintain and protect the same as herein provided, County shall have the right **(i)** to do all things necessary or appropriate to maintain, preserve, and protect the Premises, including without limitation the installation of keepers or guards or the appointment of a receiver, and **(ii)** to relet the Premises as the agent of Lessee and for Lessee's account and to do all things appropriate for such reletting. In the event of such reletting, rent received by County shall be credited to Lessee's account. None of the foregoing acts shall be deemed to terminate Lessee's right of possession, and Lessee shall reimburse County on demand for all amounts reasonably expended by County in connection with the foregoing acts, together with interest on all amounts expended by County from time to time at the maximum legal rate from the date due until paid. Notwithstanding any such election to have this Agreement remain in full force and effect, County may at any time thereafter elect to terminate Lessee's right to possession of the Premises and thereby terminate this Agreement for any previous breach by Lessee which remains uncured or for any subsequent breach.

**b. Agreement and Possession Terminate** – If County gives notice of election to terminate Lessee's possession of the Premises, County shall be entitled to recover from Lessee the amounts specified in paragraph (a)(4) of section 1951.2 of the California Civil Code, as such section reads as of the Execution Date.

**c. Remedies Not Exclusive** – No right or remedy herein conferred upon or reserved to County is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

**d. County Right to Cure** – In addition to County’s remedies upon Lessee’s breach, upon 10 days prior written notice to Lessee by County, County may cure any breach by Lessee and, if necessary, may enter upon the Premises for such purpose. In such event, the cost of cure, plus interest at the maximum legal rate from the date due until paid, shall become immediately due and payable.

**27. No Waiver of Breach:** The waiver by County of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of County to the performance by Lessee in strict accordance with the terms of this Agreement.

**28. Force Majeure:**

**a. Definition** – Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation, acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes, tsunamis, or other natural or man-made disasters (“**Force Majeure**”). Lack of funds shall not be a Force Majeure event.

**b. Consequences** – The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation which relate to the performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

**29. Quiet Possession:** Lessee, in keeping and performing the terms, covenants and conditions herein contained on the part of Lessee to be kept and performed, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises.

**30. Assignment and Subletting:**

**a. No Assignment or Subletting** – Lessee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its leasehold rights and interests granted by this Agreement, without the prior written consent of the CGSO.

**b. Referral to Board of Supervisors** – However, the CGSO may, at his/her discretion, refer Lessee’s request to **(i)** sublease, **(ii)** assign, **(iii)** transfer, **(iv)** mortgage, or **(v)** otherwise convey this Agreement or Lessee’s ground leasehold rights and interests, to County’s Board of Supervisors (“**Board**”) for Board consideration.

**c. Failure to Obtain Consent** – If Lessee shall sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or its rights and interests hereunder, or

attempt to do so in violation of the foregoing provision, then in addition to any and all other rights and remedies available to it, County may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage, or other conveyance void or terminate this Agreement and all rights and interests of Lessee and all other persons hereunder.

**d. No Waiver or Limitation on Consent** – Any consent to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as consent to any different or subsequent sublease, assignment, transfer, mortgage, or conveyance. This clause shall not be construed to limit any right or remedy which County may become entitled to as a matter of law or become entitled to by reason of Lessee’s actions or failures to act.

**e. Lessee in Compliance** – As a condition of County’s consent to any conveyance of this Agreement, Lessee must be in compliance with all terms, covenants, and conditions of this Agreement, including without limitation the payment of all monies due to County.

**31. Administrative Processing Fee:** Lessee shall pay to County, upon County’s request, a processing fee in the amount of \$1,200 for processing any request by Lessee for County to sign documents. The fee shall not be refundable and shall be paid prior to County’s review of Lessee’s request for signature. The fee may be waived by the CGSO if, in his/her opinion, the simplicity of processing such request for signature does not warrant the fee. Refusal to pay the fee is grounds for the denial of the request for signature.

**32. Surrender of Premises:** On the last day of the Term, or sooner termination of this Agreement, Lessee shall peaceably and quietly leave, surrender, and yield up to County the Premises in as good a condition and state of repair as it existed on the Execution Date, subject to damage by Force Majeure, and shall comply with **Section 15.a** relating to its FF&E. By the expiration or termination date, Lessee shall have paid all utility bills and contacted the appropriate utility companies to have the utility services properly discontinued or transferred.

**33. Notices:** All notices 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 deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payments To: County of Kern –  
Attention: General Services / Parks  
1115 Truxtun Avenue, 3<sup>rd</sup> Floor  
Bakersfield, CA 93301

To County: County of Kern – General Services Department  
Attention: Property Management Division  
1115 Truxtun Avenue, 3<sup>rd</sup> Floor  
Bakersfield, CA 93301

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

**34. Authorized Agent of County:** The CGSO is the duly authorized agent of County for purposes of this Agreement, and as to any obligations assumed by Lessee, they shall be performed to the sole satisfaction of the CGSO, unless another standard is specified in this Agreement.

**35. Miscellaneous Provisions:**

**a. Negation of Partnership** – County shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee other than that of landlord and tenant by reason of the provisions of this Agreement. Lessee shall not for any purpose be considered an agent, officer, or employee of County.

**b. Conflict of Interest** – The Parties have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may immediately terminate this Agreement by giving written notice to Lessee. The Parties shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

**c. Nondiscrimination** –

**1)** Lessee, in the use of the Premises and in the operations to be conducted under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, or national origin in any manner prohibited by federal, state, or local laws or policies.

**2)** Lessee shall furnish its accommodations and services on a fair, equal, and nondiscriminatory basis to all Users, and Lessee shall charge only fair, reasonable, and nondiscriminatory prices for its services. However, Lessee may make reasonable and nondiscriminatory rebates, discounts, or other similar price reductions to volume service Users to the extent permitted by Applicable Laws.

**3)** Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, color, creed, religion, ancestry, sex, or national origin.

**4)** Lessee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work at the Premises.

**5)** Lessee shall include the language in **subsections (1) through (4)** in any agreement by which Lessee assigns or transfers any interest in the Premises or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the Premises or to render accommodations and services to the public on the Premises.

**6)** Non-compliance with **subsections (1) through (4)** shall constitute a material breach of this Agreement, and in addition to any other remedies provided by Applicable Laws or this Agreement, County shall have the right to terminate this Agreement without liability therefore, may seek an injunction to

enforce **subsections (1) through (4)**, and may charge Lessee the sum of \$25.00 per day for each incident of a failure to comply.

**d. Incorporation of Prior Agreements** – This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

**e. Remedies not Exclusive** – The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

**f. Severability** – If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

**g. Governing Law; Venue** – The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either Lessee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County of Kern, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Kern.

**h. Compliance with Laws** – Lessee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Premises.

**i. Successors** – Subject to **Section 30**, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

**j. No Third Party Beneficiaries** – This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

**k. Covenants and Conditions** – Each provision of this Agreement performable by Lessee shall be deemed both a covenant and a condition.

**l. Modification** – This Agreement may be modified or amended only by a written document signed by both Parties.

**m. Authorization** – Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

**n. Construction** – The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**o. Recitals** – Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

**p. Captions** – Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

**q. Exhibits** – All exhibits attached to this Agreement are incorporated into this Agreement by reference.

**r. Time of Essence** – Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

*The remainder of this page has been intentionally left blank.*

The Parties have executed this Agreement on the Execution Date.

**APPROVED AS TO CONTENT:**

County Administrative Office

By \_\_\_\_\_  
Deputy Chief General Services Officer

**COUNTY OF KERN**

By \_\_\_\_\_  
Chief General Services Officer  
"County"

**APPROVED AS TO FORM**

Office of County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_

By \_\_\_\_\_  
"Lessee"

**EXHIBIT C**  
**PREMISES**

