

# **CITY OF FILLMORE**

## **Request for Proposals/Qualifications**

**for**

### **Fillmore Equestrian Center Lease and Management Services**

Date of Issuance: September 5, 2018

City Manager's Office  
City of Fillmore  
250 Central Avenue  
Fillmore, CA 93015

**Notice Requesting Proposals/Qualifications for:**

**PUBLIC EQUESTRIAN CENTER  
LEASE AND MANAGEMENT SERVICES**

The City of Fillmore is requesting sealed proposals for **FILLMORE EQUESTRIAN CENTER– LEASE AND MANAGEMENT SERVICES**. All proposals must be received by the City Clerk by **5:00 pm, October 9, 2018**. Proposals will not be opened publicly. Proposals received after said time will not be considered. Three copies of each proposal shall be submitted to:

Diana Impeartrice, Deputy City Clerk  
City of Fillmore  
250 Central Avenue  
Fillmore, California 93015

Proposals must be submitted in a sealed envelope plainly marked with the proposal title, PROPOSER name, and time and date of the proposal opening.

A mandatory pre-proposal conference will be held on **Thursday, September 27, 2018** at 10:00 AM at the site to be leased: 308 Chambersburg Road (adjacent to HWY 23), Fillmore, CA 93015. Only those PROPOSERS attending the mandatory pre-proposal conference will be eligible to submit a proposal in response to this RFP.

Questions, additional information, or clarifications regarding RFP/Q, or its process, can be directed to Diana Impeartrice, Deputy City Clerk at (805) 524-1500. Copies of the Proposal Package may be obtained by visiting the City's website at [www.fillmoreca.com](http://www.fillmoreca.com) or contacting Julie Latshaw at (805) 524-1500 (e-mail: [juliel@ci.fillmore.ca.us](mailto:juliel@ci.fillmore.ca.us)).

Date: September 5, 2018

By:

\_\_\_\_\_  
Diana Impeartrice, Deputy City Clerk

Publish: Ventura County Star  
Fillmore Gazette

**FILLMORE EQUESTRIAN CENTER– LEASE AND MANAGEMENT SERVICES**  
**Request for Proposals/Qualifications**  
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**FILLMORE EQUESTRIAN CENTER– LEASE AND MANAGEMENT SERVICES**  
**Request for Proposals/Qualifications**  
**Section A**

**DESCRIPTION OF WORK**

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**BACKGROUND INFORMATION**

The City of Fillmore, California is requesting proposals/qualifications (RFP) for the **FILLMORE EQUESTRIAN CENTER– LEASE AND MANAGEMENT SERVICES**. The purpose of this RFP is to invite qualified Equestrian Center operators and management firms to provide proposals to provide complete management, maintenance, and operational services for the FILLMORE EQUESTRIAN CENTER.

Any changes to a submitted proposal before the proposals are opened which are desired by a PROPOSER will need to be approved by the City and are the PROPOSER'S responsibility for obtaining the required approval(s).

**KEY TASKS**

The SUCCESSFUL PROPOSER will sign a contract agreeing to provide complete management, maintenance, and operational services for a commercial Equestrian Center, including, at a minimum, the following:

1. STABLING OF HORSES AND OTHER RANCH ANIMALS (as approved by City)
2. BOARDING OF HORSES
3. FUTURE VISION OF COMPLEX UTILIZATION

SUCCESSFUL PROPOSER will also manage other subcontractors.

The CITY intends that the income generated by the Equestrian Center would go directly to the SUCCESSFUL PROPOSER with the SUCCESSFUL PROPOSER paying the CITY a minimum monthly rent of \$3,000. The CITY will consider proposals for alternative financial arrangements.

The CITY'S intent is for the SUCCESSFUL PROPOSER to provide a smooth transition from the EXISTING OPERATOR and provide complete Equestrian Center operations to the public as described herein without interruption.

**FILLMORE EQUESTRIAN CENTER– LEASE AND MANAGEMENT SERVICES**  
**Request for Proposals/Qualifications**  
**Section B**

**TERMS AND CONDITIONS**

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**TERM OF AGREEMENT**

The initial term of the Lease and Management Agreement will be five (5) years, with five (5) additional five (5)-year options in the City's sole discretion. The CITY will consider alternative proposals regarding the term of the Lease and Management Agreement.

**PROPOSAL REQUIREMENTS**

**Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (PROPOSER) shall meet all of the terms and conditions specified in this Request for Proposals/Qualifications (RFP). By virtue of its proposal submittal, the PROPOSER acknowledges agreement with and acceptance of all provisions of the RFP specifications. PROPOSER shall utilize the information in the ATTACHMENTS as a guideline in preparation of its proposal.

The SUCCESSFUL PROPOSER shall provide to CITY the services of managing, maintaining, and operating the FILLMORE EQUESTRIAN CENTER.

The SUCCESSFUL PROPOSER will pay all costs for operating, maintaining, and managing the FILLMORE EQUESTRIAN CENTER.

It will be the SUCCESSFUL PROPOSER'S responsibility to furnish at its own expense, all tools, equipment, labor, materials, and services necessary for the satisfactory performance of the work.

The SUCCESSFUL PROPOSER will be responsible for all costs and expenses to perform the agreement including any cost, charge, or expense directly related to the normal and ordinary staffing operations, maintenance, or management of the FILLMORE EQUESTRIAN CENTER, including, but not limited to, employee salaries, benefits and other compensation; worker's compensation and liability insurance; the purchase, leasing, and/or rental of necessary maintenance equipment; the repair and maintenance costs and other expenses for such equipment; landscape maintenance, manure removal, and janitorial services, supplies, services and materials; operating supplies, office supplies, cleaning and other miscellaneous supplies; advertising and marketing expenses; travel, telephone, utilities, postage and freight, permit fees and business licenses/taxes, insurance premiums for policies as designated herein, inventory and merchandise costs, etc.

The SUCCESSFUL PROPOSER will be responsible for property taxes, utilities (including, but not limited to water, sewer, electricity), maintenance of bioswale and all Best Management Practices relating to storm water and any and all other related expenses for the Equestrian Center property.

The SUCCESSFUL PROPOSER will be responsible for compliance with all development standards and processes for approvals required to make any changes to the facility including presenting plans for approval to the CITY. The SUCCESSFUL PROPOSER will be responsible for all costs associated with the development, permitting, construction and operation of major capital improvements.

To the extent feasible under the Brown Act, this selection process shall be maintained confidential. The identity of proposers and the contents of proposers will not be available until the CITY moves forward with an agenda item to award an agreement to the SUCCESSFUL PROPOSER.

Upon selection, it will be the SUCCESSFUL PROPOSER'S responsibility to ensure a smooth transition from the current Concessionaire. The SUCCESSFUL PROPOSER shall work with the CITY and current Concessionaire to fully understand existing operations of any and all equipment and accommodate all existing boarders.

Each proposal should contain the following:

**A. Cover letter**

- Including acknowledgement of receipt of any Addenda.

**B. General Maintenance Plan and Schedule**

- This section is intended to provide an understanding of your knowledge, methods, and approach to the maintenance of the Fillmore Equestrian Center.
- State the objectives and methods of measuring the quality of your maintenance.

**C. General Management and Operations Plan**

- This section is intended to provide an understanding of your knowledge, methods, and approach in the management and operations of the Fillmore Equestrian Center.
- State the objectives and methods of measuring the quality of your maintenance.

**D. Operating Expenses**

- Provide a detailed breakdown (including all schedules to support the figures contained therein) of all operating expenses, promotional expenses, and other expenses as appropriate.

- All outside or other funding sources should be indicated with a description of each source.
- A narrative of all assumptions and the methodology used in the development of each item.

**E. Proposed Revenue to the City**

- Use the form enclosed in ATTACHMENT B to submit your proposed revenue to the City. Provide a detailed explanation on how proposed revenue was calculated in each instance.

**F. Operational Transition Plan and Methodology**

- It is essential to the CITY that a smooth transition to the SUCCESSFUL PROPOSER is achieved with complete Equestrian Center operations provided without interruption to the Roping Club and 4-H Club operations.
- Provide a general transition and marketing plan for the Fillmore Equestrian Center; including strategies and methods that will be utilized. Including, but not limited to:
  - a. Methods for incorporating new operations and capital improvements.

**G. Marketing Plan and Methodology**

- Provide a summary marketing plan for the Fillmore Equestrian Center.
- On-going marketing such as: web site development, publications, community awareness.
- Provide marketing strategies and methods that will be utilized. This should include, but not be limited to:
  1. Identification of target markets
  2. Methods of marketing for target markets
  3. Methods to retain existing Boarders
  4. Budgets
  5. Resources to be utilized for implementation of such plans
  6. Examples of marketing tools that will be used to meet marketing plan objectives

The PROPOSER is encouraged to be as creative as possible.

**H. User Fees**

- Provide proposed boarding, rental, and other fees and fee schedules.
- Provide a narrative describing the methodology of calculating the proposed boarding, rental, and other fees and fee schedules. Describe the services to be provided.
- Provide a proposed methodology for calculating changes for these fees during the term of the agreement.
- Fees should be competitive with those of other local area facilities of comparable quality and services.

**I. Additional Programs and Services for Community Benefit**

- The Fillmore Equestrian Center is a public facility; thus, the SUCCESSFUL PROPOSER is encouraged to provide additional programs and services for community benefit.
- Provided the key tasks are satisfied, the SUCCESSFUL PROPOSER may provide additional public programs and services including, by way of example, such things as: organized rides catering to a variety of skill levels offering additional amenities such as breakfast, lunch, or dinner rides, sunset rides, charitable events, educational rides focusing on the history of the local area and native ecology or geology.
- Additional proposed programs may require review and approval of Ventura County or other affected public property owners.

**J. Proposed Permanent Capital Improvements**

- Provide a detailed description of proposed, if any, permanent capital improvements at the Fillmore Equestrian Center.
- Provide a general construction schedule including construction timeline and estimated completion.
- Provide costs of construction. It is the CITY'S intent for the full cost of construction to be the responsibility of the SUCCESSFUL PROPOSER and that the SUCCESSFUL PROPOSER enjoy all revenue derived from the operation of the Fillmore Equestrian Center.
- PROPOSER may include construction of permanent facilities such as: barns, equipment sheds, hay/feed sheds, arenas and other improvements to enhance the quality and functionality of the equestrian center. All improvements to be funded by the PROPOSER.

**K. PROPOSER Qualifications**

- Firms wishing to be considered for this RFP must meet and/or provide the following criteria/information:
  1. Have expertise/familiarity in the following areas:
    - a. Equestrian Center Management – 2 Years' Experience
    - b. Equestrian Center Maintenance and Operations - 2 Years' Experience
  2. May engage sub-contractors as team members in this process (retention of local firms/people is encouraged).
  3. Background and experience of staff members, including appropriate project management and business expertise, with resumes of those who will participate and contribute to this assignment.
  4. Provide an Organizational Chart of Staff/Organization.
  5. Statement and explanation of any instances where PROPOSER has been removed from a project and/or disqualified from proposing on a project.

6. PROPOSER'S experience with similar projects, especially for other municipal clients (digital photographs encouraged).
7. Provide any and all certifications and association memberships to equestrian-related groups for all staff and PROPOSERS listed (e.g. American Equestrian Association, American Riding Instructors Association, Guild of Professional Farriers, Certified Horsemanship Association.)

**L. Client References**

- PROPOSER is required to provide a relevant list of client references. A minimum of three references should be included in the proposal, including the following information:
  1. Client name, address, telephone number, email address. If client is not a local government, please indicate the type of business.
  2. Pertinent examples of similar work in similar situations by the firm and its associates; including examples of projects featuring the same or similar improvements as described above.
  3. Examples of projects featuring work with group clients and/or government entities.
- PROPOSER is required to provide various references that at the minimum display the PROPOSER'S experience in the management of an Equestrian Center.

**M. Financial Information**

- PROPOSER is to provide the last two years and current reviewed or audited Financial Statements for PROPOSER'S equestrian related business(es).
- If PROPOSER has not been financially involved with an equestrian related business, PROPOSER shall provide the last two years and current reviewed or audited Financial Statements for PROPOSER'S current business(es).

**N. Certificate of Insurance** - see note under Insurance requirements (p. 10).

**O. Non-Collusion Declaration** (attached) – complete and notarize.

**P. Any other information that would assist CITY in making this lease and management services award decision.**

**INQUIRIES and ADDENDA**

It is the responsibility of each PROPOSER to thoroughly review the documents contained herein. Should clarification or additional information be required, no later than fourteen (14) days prior to the deadline for submittal of proposals, a written/e-mailed request must be submitted to:

Diana Impeartrice, Deputy City Clerk  
City of Fillmore  
250 Central Avenue  
Fillmore, California 93015  
Phone (805) 524-1500  
Fax (805) 524-5707  
Email [dianai@ci.fillmore.ca.us](mailto:dianai@ci.fillmore.ca.us)

At its discretion, the CITY may answer such inquiries by means of written/e-mailed Addendum. The CITY shall not be responsible for oral information given by a CITY employee or other person.

## **PROPOSAL SUBMITTAL**

Three copies of each proposal shall be enclosed in an envelope that shall be sealed and addressed to:

Diana Impeartrice, Deputy City Clerk  
City of Fillmore  
250 Central Avenue  
Fillmore, California 93015

In order to avoid premature opening of the proposal, the proposal envelope should be clearly labeled with:

- \* Proposal title
- \* Name and address of PROPOSER
- \* Date and time of proposal opening.

Every proposal must be signed by the person or persons legally authorized to bind the PROPOSER to a contract for the execution of the work. Upon request of the CITY, any agent submitting a proposal on the behalf of a PROPOSER shall provide a current power of attorney certifying the agent's authority to bind the PROPOSER. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on the behalf of the corporation. Upon request of the CITY, the corporation shall provide a certified copy of the bylaws or

resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Faxed and/or e-mailed proposals will not be accepted.

All expenses incurred for preparing and submitting proposals are the responsibility of the PROPOSER.

## **PROPOSAL REVIEW PROCESS**

Proposals will be evaluated by a review committee using a two-phase selection and contract award process as follows:

### ***Phase 1 Written Proposal Review***

Written proposals will be evaluated by the review committee based on the following criteria as evidenced in their written proposals:

1. Understanding of work required by CITY.
2. Quality, clarity, and responsiveness of proposal.
3. Demonstrated competence and professional qualifications necessary for successfully performing the work required by CITY.
4. Recent experience in successfully performing similar services.
5. Proposed approach in performing the work.
6. References.
7. Background and experience of specific individuals to be assigned to this project.

### ***Phase 2 Interviews/Site Visits and Selection***

Candidates may be invited to interview with the review committee. Additionally, Equestrian Centers that candidates currently operate may be visited by the review committee. The purpose of this second phase is to clarify and resolve any outstanding questions or issues about the proposal. After evaluating the proposals and discussing them further with the finalists or tentatively selected PROPOSER, CITY reserves the right to further negotiate in good faith the proposed lease and operations agreement and execute an agreement within six (6) months from authorization from City Council to enter into negotiations.

Contract award will be based on a combination of factors that represent the best overall value which include tangible and intangible factors, financial and non-financial factors, for completing the work scope as determined by CITY, including: the written proposal criteria described above; results of background and reference checks; and results from the interviews and site visit phase.

## **PROPOSAL REVIEW AND AWARD SCHEDULE**

The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP	<b>09/05/18</b>
Receive proposals	<b>10/09/18</b>
Interviews	<b>10/16/18</b>
City Council to authorize Staff to enter negotiations for lease and management services agreement	<b>October/November 2018</b>
Proposed effective date of contract (proposed)	<b>01/01/19</b>

## **OTHER TERMS AND CONDITIONS**

**Proposal Withdrawal and Opening.** A PROPOSER may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to Diana Impeartrice, Deputy City Clerk, to withdraw, in which event the proposal will be returned to the PROPOSER unopened. No proposal received after the time specified or at any place other than that stated in this RFP will be considered. All proposals will be opened and noted on a log.

**Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal; however, an individual or business entity which has submitted a sub-proposal to a PROPOSER submitting a proposal, or who has quoted prices on materials to such PROPOSER, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other PROPOSERS submitting proposals.

**Attendance at Meetings and Hearings.** SUCCESSFUL PROPOSER shall attend quarterly city council meetings to provide an update on the operations of the Center.

**Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the PROPOSER as part of the work or services under these specifications shall become permanent property of CITY and shall be delivered to CITY upon demand.

**Release of Reports and Information.** Any reports, information, data or other material given to, prepared by or assembled by PROPOSER as part of the work or services under these specifications shall be the property of CITY and shall not be made available to any individual or organization by PROPOSER without the prior written approval of CITY until the agreement with the CONTRACTOR is on a public agenda.

**Copies of Reports and Information.** If CITY requests additional copies of reports, drawings, specifications, or any other material in addition to what PROPOSER is required to furnish in limited quantities as part of the work or services under these specifications, PROPOSER shall provide such additional copies as requested, and CITY shall compensate the PROPOSER for costs of duplication. .

## **CONTRACT AWARD AND EXECUTION**

**Proposal Retention and Award.** CITY reserves the right to retain all proposals for a period of 180 days for examination and comparison. CITY also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

**Competency and Responsibility of PROPOSER.** CITY reserves full discretion to determine the competence and responsibility, professionally and/or financially, of a

PROPOSER. PROPOSER will provide, in a timely manner, any and all information which CITY deems necessary to make such a decision.

**Agreement Requirement.** The PROPOSER to whom award is made (CONTRACTOR) shall execute a written Agreement with CITY within five (5) calendar days after notice of the award has been mailed to the address given in PROPOSER'S proposal.

**Insurance Requirements.** Without limiting CONTRACTOR'S obligation to indemnify the CITY, CONTRACTOR shall provide and maintain, at CONTRACTOR'S own expense during the term of this Agreement, the policy or policies of insurance and endorsements described below, covering CONTRACTOR'S responsibilities and operations hereunder. Such insurance shall be secured through a carrier satisfactory to the CITY, and evidence of such insurance, satisfactory to CITY, along with copies of all endorsements, shall be delivered to the Deputy City Clerk at least ten days before the effective date of the Agreement, and shall contain expressed conditions that CITY is to be given at least 30 days written notice in advance of any modification or termination of any policy of insurance for any cause. The following types and amounts of insurance are required:

- (a)
  - (i) Workers' Compensation Insurance Coverage in compliance with the Workers' Compensation Law of the State of California.
  - (ii) Employers' Liability Insurance Coverage.
- (b) Comprehensive or Commercial General Liability Insurance covering all Fillmore Equestrian Center operations including, but not limited to, independent contractors, products and complete operations, to be extended by the following endorsements, the applicable limit of liability shall be not less than \$1,000,000 per occurrence:
  - (i) A Broad Form Comprehensive Liability Endorsement (including Personal-Injury and Blanket Contractual Liability Coverage).
  - (ii) An endorsement deleting the Employment and Contractual exclusions with respect to Personal Injury Liability Coverage.
  - (iii) Written on an occurrence form.
  - (iv) If the insurance is written with an aggregate, the policy shall be endorsed to have an annual policy aggregate limit of at least \$2,000,000 which shall be applied separately and only to this Fillmore Equestrian Center.
  - (v) CONTRACTOR shall include the following (including their respective officials, representatives, agents and employees) as additional insured (the "Additional Insured") or, as appropriate, loss payee (as their interests may appear), on these insurance policies:

City of Fillmore, its officers, employees and agents and such other parties whom CITY designates or contractually required to have named as additional insurers or insurance related to Fillmore Equestrian Center, with respect to the interests of the Additional Insured, such Insurance shall not be invalidated by an action or inaction of CONTRACTOR and shall insure such Additional Insured regardless of any breach or violation of any warranty, declaration or condition in such insurance by CONTRACTOR.

- (c) Comprehensive Automobile Liability Insurance Coverage applicable to all owned and hired vehicles by CONTRACTOR in an amount not less than \$1,000,000 per occurrence.
- (d) All Risk Physical Damage Insurance
  - (i) Coverage, on an All Risk Basis, covering all insurable personal property or equipment of the CONTRACTOR.
  - (ii) Business Interruption and Extra Expense Insurance to protect CONTRACTOR and CITY, covering the loss of revenues and/or extra expense incurred by reason of the total or partial suspension or delay of, or interruption in, the operation of the Fillmore Equestrian Center caused by loss or damage to or destruction of any part of the real property, structures, equipment or contents as a result of the perils insured against covering a period of suspension, delay or interruption of at least 12 calendar months, in an amount not less than the amount required to cover such business interruption loss during any such period.
- (e) **Special Insurance Provisions.** With respect to the insurance specified in paragraphs b, c, and d:
  - (i) The insurers shall have no recourse against the Additional Insured or loss payees for payment of any insurance premium.
  - (ii) If CONTRACTOR fails to pay for the insurance premiums, CITY may, at its option, pay a renewal premium or otherwise fulfill the particular insurance requirements.
  - (iii) Such liability and property insurance as is afforded by all insurance set forth in this section shall be primary without the right of contribution from any other policies of insurance that are carried (or self-insured) by the CITY.
  - (iv) The insurance required under sections (b), shall be written with no

deductibles in excess of \$2,500 or self-insured retention unless prior written approval is secured by the CONTRACTOR from the CITY, the cost of deductibles shall be borne by the CONTRACTOR.

- (f) **Waiver of Subrogation.** As respects the insurance coverage provided for in this section, CONTRACTOR hereby waives any and every claim for recovery from CITY for any and all loss or damage resulting from performance of the CONTRACTOR, which loss or damage is covered by valid and collectible insurance policies to the extent that such loss or damage is recovered under said assignment of any such claim to the company (or any other person). CONTRACTOR agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance by reason of said waiver.
- (g) **Failure to Procure/Maintain Insurance.** Failure on the part of CONTRACTOR to procure and maintain required insurance shall constitute a material breach of this Agreement after which CITY may, at its discretion, procure, or renew such insurance and pay any and all premiums connected therewith, and all monies so paid by CITY shall be repaid by CONTRACTOR to CITY upon demand.

The CONTRACTOR shall provide proof of insurance in the form, coverages, and amounts specified in these specifications as described above as a precondition to contract execution. **Note: Any exception to the insurance requirements will require the approval of the Deputy City Clerk.**

**Business License.** The CONTRACTOR must have a valid City of Fillmore Business License and all other licenses, permits and certifications required to operate the Fillmore Equestrian Center prior to execution of the contract. Additional information regarding the City's Business License program may be obtained by calling (805) 524-1500.

## **CONTRACT PERFORMANCE**

**Ability to Perform.** The CONTRACTOR warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

**Laws to be Observed.** The CONTRACTOR shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and County and City of Fillmore ordinances, regulations, and adopted codes during its performance of the work.

**Payment of Taxes.** The contract prices shall include full compensation for all taxes incurred in connection with CONTRACTOR's possessory interest in the property and in any and all respects associated with the operation of the equestrian center.

**Permits and Licenses.** The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

**Safety Provisions.** The CONTRACTOR's operation of the Fillmore Equestrian Center shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety. In addition, CONTRACTOR's use of the site will be subject to the parameters established by the Approved Post Closure Land Use Plan by the Ventura County Environmental Health Division as further described in Attachment E.

**Preservation of City Property.** The CONTRACTOR shall provide and install suitable safeguards, approved by CITY, to protect City property from injury or damage. If CITY property is injured or damaged as a result of the CONTRACTOR'S operations, it shall be replaced or restored at the CONTRACTOR'S expense. The facilities shall be replaced or restored to a condition as good as when the CONTRACTOR began work.

**Immigration Act of 1986.** The CONTRACTOR warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**Contractor Non-Discrimination.** In the performance of this work, the CONTRACTOR agrees that it will not engage in, nor permit any subcontractors it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

**Payment Terms.** If required, CITY's payment terms to CONTRACTOR are 30 days from receipt of an original invoice and acceptance by CITY any materials, supplies, equipment, or services requested by the CITY and provided by the CONTRACTOR (Net 30). Monthly lease payments are due to the City on the first of every month during the term of the agreement.

**Inspection.** The CONTRACTOR shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of the CONTRACTOR are being performed in accordance with the requirements and intentions of this contract and shall be subject to CITY'S inspection and approval.

**Audit.** CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR. CONTRACTOR acknowledges that CITY may conduct an audit of CONTRACTOR'S operations books, financial records, however such audit shall occur no more frequently than once per six (6) months, or from time to time at the discretion of the City. CONTRACTOR shall keep such records for a period of five (5) years. At any time with five days advance notice, CONTRACTOR shall make available, during normal business hours to representatives of the CITY for examination, audit and or reproduction of all its records with respect to operations. CONTRACTOR will gather, identify and provide CITY or CITY'S authorized representative's access to such records.

**Accounting Services.** CONTRACTOR shall provide CITY with verification and accounting, as directed by CITY, of all monies, CONTRACTOR's Gross Receipts, revenues, fees and charges collected at the Fillmore Equestrian Center. Such efforts to include, but are not limited to:

- (1) Maintaining a log book detailing names and phone numbers of boarders, dates and number of horses rented, total amount of money received including funds collected, and all other details for completing a thorough audit of operations.

CONTRACTOR shall maintain a method of accounting to the satisfaction of CITY that correctly and accurately reflects the CONTRACTOR'S Gross Receipts and disbursements of CONTRACTOR in connection with the Fillmore Equestrian Center's operations. The method of accounting, including bank accounts established for Fillmore Equestrian Center's operations, shall be separate from the accounting system used for any other business or Equestrian Center operated by CONTRACTOR, or for recording CONTRACTOR'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting, such as general ledgers.
2. Journals, including any supporting and underlying documents, such as vouchers, checks, tickets, receipts, bank statements, etc.
3. State and federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by CITY.
4. Cash register tapes (daily tapes may be separated but shall be retained so that from day to day, the sales can be identified).
5. Any other reporting records that the CITY deems necessary for proper reporting of receipts.

CONTRACTOR will be notified by CITY in writing of any exception taken to the CONTRACTOR'S accounting.

**Interests of CONTRACTOR.** The CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would

conflict in any manner or degree with the performance of the work hereunder. The CONTRACTOR further covenants that, in the performance of this work, no subcontractor or other person having such an interest shall be employed. The CONTRACTOR certifies that no one who has or will have any financial interest in performing this work is an officer or employee of CITY. It is hereby expressly agreed that, in the performance of the work hereunder, the CONTRACTOR shall at all times be deemed an independent contractor and not an agent or employee of or joint venture with CITY.

**Hold Harmless and Indemnification.** The CONTRACTOR agrees to defend, indemnify, protect, and hold CITY, and its elected officials, agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the CONTRACTOR'S employees, agents, or officers, which arise from or are in any way connected with the Fillmore Equestrian Center or are caused or claimed to be caused by the acts or omissions of the CONTRACTOR and its agents, officers, or employees, in performing the work or services required under the Agreement, and all expenses of investigating and defending against same, including, but not limited to all damages and injuries suffered by patrons of Fillmore Equestrian Center and such other persons who suffer injury or loss by the virtue of the operation of the Fillmore Equestrian Center; provided, however, that the CONTRACTOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of CITY, its agents, officers, or employees.

**Releases.** CONTRACTOR shall prepare a release and waiver form to be approved by the CITY. CONTRACTOR shall ensure that each person entering the Fillmore Equestrian Center executes the release form and CONTRACTOR shall maintain a copy of each executed release form for a minimum of three years from the last date of use of the Fillmore Equestrian Center by that person.

**Contract Assignment.** The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute this contract to any individual or business entity of any kind without the previous written consent of CITY.

#### **Restrictions on Transfer.**

**(1) Transfer Defined.** As used in this section, the term "Transfer" shall include any assignment, hypothecation, mortgage, pledge, grant or conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A transfer shall also include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of CONTRACTOR in the aggregate taking all transfers into account on a cumulative basis. In the event CONTRACTOR or its successor is a corporation, limited liability company, or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of CONTRACTOR, or of membership interests in such limited liability company or of beneficial interests of such trust, as applicable; in the event that CONTRACTOR is a limited or general partnership, such transfer shall refer to the transfer of more than fifty

percent (50%) of the general partnership interest; in the event that CONTRACTOR is a joint venture, such transfer shall refer to the transfer of more than fifty percent (50%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

No attempted Transfer of any of CONTRACTOR's obligations under the Agreement will be effective unless and until the successor party executes and delivers to the CITY an assumption agreement in a form reasonably approved by the CITY assuming such obligations. Upon execution and approval of an assumption agreement, the assignor/transferor shall be released and have no further obligations or liability under this Agreement with respect to the interest which is transferred.

**(3) No Restrictions Post Completion.** Upon issuance of the Release of Construction Covenants there shall be no restrictions on Transfer of any interest in this Agreement, the Site or the Project, except as set forth in the Declaration, Note and Deed of Trust.

**Termination.** If, during the term of the contract, CITY determines that the CONTRACTOR is not faithfully abiding by any term or condition contained in the Agreement, CITY may notify the CONTRACTOR in writing of such defect or failure to perform; which notice must give the CONTRACTOR a ten (10) calendar day notice of time thereafter in which to perform said work or cure the deficiency. Payment terms of the contract will not be extinguished regarding any money due and owing to the City by the CONTRACTOR.

If the CONTRACTOR has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of the contract and CITY may terminate the contract immediately by written notice to the CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the CONTRACTOR'S surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

## **COMMUNICATIONS**

Any questions, interpretations, or clarifications with respect to RFP are welcome and should be directed to:

Diana Impeartrice, Deputy City Clerk  
City of Fillmore  
250 Central Avenue  
Fillmore, California 93015  
Phone: (805) 524-1500  
Fax: (805) 524-5707  
E-mail: [dianai@ci.fillmore.ca.us](mailto:dianai@ci.fillmore.ca.us)



**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

## **Attachment A: Facility Description**

The City of Fillmore owns approximately 18.5-acre parcel located at 308 Chambersburg Road, along the south side of the Santa Clara River with access and frontage along State Highway 23. The existing site is located on an old City landfill that operated as a burn dump from 1950 to 1972 using the trench and cover method of waste disposal. The site was formally closed as a burn dump in 1972 and Ventura County recently approved the Post Closure Land Use Plan.

Because the property is partially located on an existing closed landfill, prospective operators need to be aware that this may require special precautions with regard to construction of any building structures. Further, operators need to be aware that no building structures existing on site are to be considered permanent. (See Attachment C for more details.) The City has prohibited off leash dogs for safety reasons.

### Stalls/Corrals

The facility has approximately 100 stalls which are both Boarder owned and City Owned. 68 are currently occupied.

### Arenas

The property provides a roping arena and two turnout arenas.

### Trailers

There are two trailers on the premises.

### 4-H

Operator shall provide an area as shown on Attachment "C" for the use by 4-H groups who have filed a written request with the City and have been granted permission to use the area by the Fillmore City Council. The 4-H groups using the Premises shall be limited to the area shown on Attachment "C," plus necessary access to such area, and shall be limited to no more than 36 swine and 12 other project animals. All criteria for use and approval are specified in Attachment "D" (Rules of Use for 4-H Groups).

**Attachment B: Revenue to City – Form**

**SUMMARY**

INITIAL 5 YEAR (YEARS 1 THRU 5) TOTAL		\$ _____
FIRST 5 YEAR OPTION (YEARS 6 THRU 10) TOTAL		\$ _____
SECOND 5 YEAR OPTION (YEARS 11 THRU 15) TOTAL		\$ _____
THIRD 5 YEAR OPTION (YEARS 16 THRU 20) TOTAL		\$ _____
FOURTH 5 YEAR OPTION (YEARS 21 THRU 25) TOTAL		\$ _____
FIFTH 5 YEAR OPTION (YEARS 26 THRU 30)		\$ _____
<b>TOTAL TERM (YEARS 1 THRU 30) TOTAL</b>		<b>\$ _____</b>

**INITIAL 5 YEAR TERM (YEARS 1 THRU 5)**

GUARANTEED MINIMUM ANNUAL RENT YEAR	1	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	2	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	3	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	4	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	5	\$ _____
		_____
		_____
		_____
		_____
		_____
		_____
<b>INITIAL 5 YEAR (YEARS 1 THRU 5)</b>		<b>_____</b>

**NARRATIVE**

**FIRST 5 YEAR OPTION (YEARS 6 THRU 10)**

GUARANTEED MINIMUM ANNUAL RENT YEAR	6	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	7	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	8	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	9	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	10	\$ _____
<b>FIRST 5 YEAR OPTION (YEARS 6 THRU 10) TOTAL</b>		<b>\$ _____</b>

**NARRATIVE**

**SECOND 5 YEAR OPTION (YEARS 11 THRU 215)**

GUARANTEED MINIMUM ANNUAL RENT YEAR	11	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	12	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	13	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	14	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	25	\$ _____
<b>SECOND 5 YEAR OPTION (YEARS 11 THRU 215) TOTAL</b>		<b>\$ _____</b>

**NARRATIVE**

**THIRD 5 YEAR OPTION (YEARS 16 THRU 20)**

GUARANTEED MINIMUM ANNUAL RENT YEAR	16	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	17	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	18	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	19	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	20	\$ _____
<b>THIRD 5 YEAR OPTION (YEARS 216 THRU 20) TOTAL</b>		<b>\$ _____</b>

**NARRATIVE**

**FOURTH 5 YEAR OPTION (YEARS 21 THRU 25)**

GUARANTEED MINIMUM ANNUAL RENT YEAR	21	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	22	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	23	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	24	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	25	\$ _____
<b>FOURTH 5 YEAR OPTION (YEARS 21 THRU 25) TOTAL</b>		<b>\$ _____</b>

**NARRATIVE**

**FIFTH 5 YEAR OPTION (YEARS 26 THRU 30)**

GUARANTEED MINIMUM ANNUAL RENT YEAR	26	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	27	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	28	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	29	\$ _____
GUARANTEED MINIMUM ANNUAL RENT YEAR	30	\$ _____
<b>FIFTH 5 YEAR OPTION (YEARS 26 THRU 30) TOTAL</b>		<b>\$ _____</b>

**NARRATIVE**

# Attachment C: Site Map of Existing Conditions



## Attachment D: Rules for 4H Clubs

By August 1 of each year, the 4-H groups must submit a written request to the City Manager or his/her designee for approval and use of the facility for the upcoming Fair season. This request must specify animal numbers (limited to 36 swine and 12 other project animals, which includes any animals within a bred heifer project). This request shall specify the dates and durations for animals being housed on the Premises and shall include the 4-H organization's approved manure management program. If approved by the City Manager or his/her designee, this use shall run from October 1 through September 30 of the following year.

The only year-round 4-H project allowed shall be a veterinarian-certified bred heifer project. The supervising 4-H Community Leader shall include a request for establishment of, or continuation of an existing bred heifer project in the annual written request for use due by August 1 of any project year. All established 4-H guidelines shall apply to a bred heifer project. The established monthly per animal fee must be paid in full for the entire duration of the project. No bred heifer shall be allowed to remain on the Premises for more than 12 months without being reauthorized in accordance with Paragraph 1.

At the conclusion of the Ventura County Fair but no later than August 31, the 4-H groups shall remove all project animals (with the exception of approved bred heifer project animals).

Prior to any animals being brought on site, a coordination meeting must occur no later than September 15 for the upcoming Fair season. This meeting shall be noticed by the Farm Board and 4-H Community Leaders (Sespe, Bardsdale and Piru), and shall be held with the City and Operator. Attendees must include a City representative, the Operator, and **all** participating 4-H Community Leaders.

Prior to any animals being brought on site, a certificate of insurance through the University of California Cooperative Extension, naming the City of Fillmore and Operator as additional insured, must be provided by 4-H to the City and the Operator.

Each 4-H group is required to pay the Operator that fee which is determined by the City Council on an annual basis. This fee shall be a per-animal, per-month fee to cover the cost of water. **This payment must be made in full for the entire Fair season prior to moving any animals on site.**

If 4-H chooses to remove any pens, 4-H must notice, in writing, the City Manager and Operator of the intent to remove pens. Upon receipt of notice, Operator shall release any pens 4-H has requested to remove.

Any damage caused to the Premise by 4-H groups must be submitted in writing by Operator to the City Manager and the 4-H Community Leaders shall be responsible for repair or replacement as determined by the City Manager.

The 4-H groups shall properly dispose of all trash and manure generated by the 4-H groups use. The manure management program approved by the 4-H organization and submitted to the City Council must be implemented and followed. No manure from the 4-H projects will be put on the Equestrian Center collection piles. Santa Clara Disposal bins shall be used for all trash and manure. It is the sole responsibility of the 4-H groups to coordinate pick up and pay for services provided by Santa Clara Disposal.

During the duration of the 4-H group projects, 4-H shall be responsible for providing, servicing, and paying for the cost of a portable restroom.

All groups must adhere to the business hours of the facility. The facility is not open at night nor shall it be requested to be open after hours.

Vehicle speeds are to remain at 5 MPH or below.

The City reserves the right to remove and/or evict any person or group who violates the non-profit use rules.

**ATTACHMENT E: CITY OF FILLMORE POST CLOSURE LAND USE PLAN**