COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"
Russ Guiney, Director
John Wicker, Chief Deputy Director
Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

January 21, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

CONCESSION AGREEMENT FOR THE
FESTIVALS AND FAIRS CONCESSION
AT THE WHITTIER NARROWS DAM RECREATION AREA
(SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

This action is to approve the award of a ten-year Concession Agreement, with one five-year option extension, between the Department of Parks and Recreation and O Entertainment for the operation of the Festivals and Fairs Concession at the Whittier Narrows Dam Recreation Area.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Concession Agreement is categorically exempt from the provisions of the California Environmental Quality Act because the Concession Agreement provides for licensing and normal operations on existing facilities for reasons stated herein and the reasons reflected in the record of the Concession Agreement.
2. Approve and instruct the Director of the Department of Parks and Recreation to sign a ten-year Concession Agreement with O Entertainment for the operation of the Festivals and Fairs Concession at the Whittier Narrows Dam Recreation Area. The Concession Agreement has a ten-year term with one five-year option extension.
3. Authorize the Director of the Department of Parks and Recreation to extend the term of the Concession Agreement for one additional five-year period if, in the opinion of the Director of the Department of Parks and Recreation, O Entertainment is in compliance with all terms and conditions of the Concession Agreement.
4. Authorize the Director of the Department of Parks and Recreation to suspend, terminate, or assign the Concession Agreement, if deemed necessary, in accordance with the approved terms and conditions of the Concession Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Whittier Narrows Dam Recreation Area (Whittier Narrows) is a primary regional recreation facility for the residents of the San Gabriel Valley and annually attracts approximately one-and-a-half-million visitors. Current services and amenities at Whittier Narrows include two regulation golf courses, a 16-court tennis facility with a pro shop, a military museum, an archery range, a trap and skeet range, a small-bore rifle range, an equestrian center, a model hobby area for planes and boats, a BMX bicycle track, a disc golf course, baseball fields, softball fields, soccer fields, and a 300-acre natural area.

The recommended action would approve a ten-year Concession Agreement with O Entertainment (OE), following the approval of the Board of Supervisors (Board) and upon execution of the Concession Agreement by the Director of the Department of Parks and Recreation (Director). The proposed Concession Agreement (Attachment I) includes all updated Board language and provisions required for the County of Los Angeles (County) contracts, increases revenues to the County, and applies a ten-year term to this Concession Agreement. The Concession Agreement will provide Whittier Narrows with one festival in the Spring and one festival in the Fall. The Concession Agreement also provides for the development of an Event Center that would promote additional events throughout the year. Each event will be a family-oriented carnival fair with intergenerational game booths and rides, merchant booths, food and non-alcoholic beverage booths, and live entertainment provided by local community groups, and shall provide the residents of the Whittier Narrows community and Southern California with wholesome and family-oriented recreational activities.

Implementation of Strategic Plan Goals

The proposed Concession Agreement will further the County's Strategic Plan of Operational Effectiveness (Goal 1) by maximizing the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service; and Fiscal Sustainability (Goal 2) by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the Concession Agreement, OE shall pay the County, on a per-event basis, an amount equal to the greater of: 1) a minimum rent, or 2) a percentage of the total gross receipts received in connection with the operation of each event. The proposed Concession Agreement will result in additional estimated revenue of $22,500 for Fiscal Year 2013-14, and is projected to increase during the 15-year term of the Concession Agreement from $22,500 to $34,000 annually. The revenue will be collected on a per-event basis, based on a 15-year term, which includes the five-year option term, as shown in Attachment II.

In addition, the recommended Concession Agreement provides for OE to spend $625,000 for the development and construction of an Event Center in Area B, which includes turf and parking areas. The Event Center shall be constructed in three phases during the first six years of the initial ten-year term of the Concession Agreement. Construction shall start following the execution of the Concession Agreement by the Director and upon approval of the construction plans by the Department of Parks and Recreation (Department) and the United States Army Corps of Engineers (ACOE).

Upon completion of the Event Center, the Concession Agreement also provides for OE to hold additional public and private events, upon prior written consent from the County, in which OE shall pay the County on a per event basis an amount equal to the percentage of total gross receipts received in connection with the operation of each additional event—10 percent of all gross receipts received up to $300,000, 15 percent of all gross receipts received between $300,000 and $400,000, and 20 percent of all gross receipts received in excess of $400,000. However, the amount to be paid to the County cannot be estimated at this time since it is unknown how many additional events will be held each year upon completion of the Event Center.

OPERATING BUDGET IMPACT

As a result of the recommended actions, the Department does not anticipate additional revenue until the final two years of the term of the Concession Agreement. If in the case that all options are fully exercised and/or there are material differences from its revenue budget, the Department will address these in the corresponding year's Operating Budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board is authorized by the provision of Government Code Section 25907 to contract for concessions and services that are consistent with public park and recreation purposes within Whittier Narrows and pursuant to the provisions of the Department of the Army Lease for Park and Recreational Purposes Whittier Narrows Flood Control Basin No. DAC W09-1-86-43 granted to the County by the Secretary of the Army under authority of the Flood Control Act of 1944, Section 4 as amended. The proposed Concession Agreement is consistent with said purposes.

The term of the Concession Agreement with OE is for ten years and includes a provision whereby the Director may extend the Concession Agreement for five additional years. The Director may exercise the option if, in his opinion, OE is in compliance with all of the terms and conditions stated in the Concession Agreement.

This Concession Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including, but not limited to: Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Defaulted Property Tax Reduction Program, Los Angeles County Code 2.206; compliance with the County's smoking ban ordinance, Los Angeles County Code Title 17, Sections 17.04.185 through 17.04.650; compliance with the County's policy on restricting its purchase and use of Expanded Polystyrene containers; participation in the County's Artificial Trans Fat Reduction Program; and the standard Board-directed clauses that provide for contract termination or renegotiation.

OE has executed the attached Concession Agreement, and will provide the required insurance policies prior to the start of this Concession Agreement naming the County and the ACOE as additional insureds.

ACOE has reviewed and approved the proposed Concession Agreement.

County Counsel has reviewed and approved this Concession Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Concession Agreement is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Sections 15301 and 15323 of the State CEQA Guidelines and Classes 1(j)(m)(p)(s)(t), 4(j), and 23 of the Environmental Document Reporting Procedures and Guidelines, Appendix G, because the agreement provides for licensing and normal operations on existing facilities.

CONTRACTING PROCESS

On March 31, 2011, the Department commenced a solicitation for the operation of the Festivals and Fairs Concession by mailing a Request for Proposal (RFP) solicitation package to four prospective proposers experienced in operating this type of concession. Notice of this solicitation was also posted on the County's "Doing Business with Us" website. The notice also included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this project.

On Tuesday, April 19, 2011, the Department hosted a proposer's conference and site inspection at Whittier Narrows and OE was the only attendee.

On May 12, 2011, the Department received one proposal from OE.

The proposal was first reviewed to ensure compliance with mandatory minimum requirements outlined in the RFP. Having met those requirements, the proposal was then evaluated by an Evaluation Committee.

The Evaluation Committee, comprised of three Department employees, reviewed the proposal for business experience and qualifications, financial capability, rent to the County, service, maintenance, and safety programs, and the ability to operate a festivals and fairs concession. Based on the evaluation criteria described in the RFP, OE was determined to have met all requirements.

The proposed Concession Agreement was sent to ACOE for their review and approval. On August 22, 2012, the Department received ACOE's approval

Attachment III reflects OE's minority participation. It should be noted that upon final analysis and award, OE was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the Concession Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. Pursuant to the Concession Agreement, OE will be responsible for the cleaning and restoration of the park premises after each event. In addition, if there is a need for additional Department staff due to the operation of each event, OE will be responsible for the reimbursement of the Department labor costs.

CONCLUSION

It is requested that an adopted copy of the action taken by the Board be forwarded to the

Department of Parks and Recreation.

Should you have any questions please contact Matthew Green at (626) 821-4658 or mgreen@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

RUSS GUINEY
Director

RG:JW:RM:
KEH:CM:MG:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

CONCESSION AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

AND

O ENTERTAINMENT

FOR

Operation of a
Festivals and Fairs Concession
at the
Whittier Narrows Recreation Area

AGREEMENT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH **PAGE**

RECITALS **1**
1.0 MAJOR LEASE PROVISIONS AND REQUIREMENTS **2**
2.0 DEFINITIONS **5**
3.0 USE GRANTED **8**
4.0 CONCESSION PREMISES **11**
5.0 TERM OF AGREEMENT **12**
7.0 CHANGES AND AMENDMENTS **16**
8.0 ACCOUNTING RECORDS **16**
9.0 SECURITY DEPOSIT **18**
10.0 DESTRUCTION OF THE CONCESSION PREMISES AND/OR WHITTIER NARROWS RECREATION AREA **19**
11.0 CONSTRUCTION BY COUNTY AFFECTING CONCESSION PREMISES AND WHITTIER NARROWS RECREATION AREA **22**
12.0 CAPITAL IMPROVEMENTS **23**
12.1 Capital Improvement Approval Process 23
12.2 Capital Improvement Project(s): 27
13.0 OPERATING RESPONSIBILITIES **27**
13.1 Advertising and Publicity Materials 27
13.2 Compliance with Laws, Rules and Regulations 28
13.3 Concessionaire's Staff and Employment Practices 28
13.4 Days and Hours of Operation 31
13.5 Disorderly Persons 32
13.6 Fencing 32
13.7 Filming 32
13.8 Illegal Activities 32
13.9 Maintenance 32
13.9.1 General Maintenance 32
13.9.2 Default of Maintenance Obligations 36
13.10 Non-Interference 37
13.11 Intentionally Omitted 37
13.12 Parking/Traffic Control 37
13.13 Patron/Non-Patron Complaints 37
13.14 Prices 38
13.15 Programmed Events 39
13.16 Quality of Services 39
13.17 Reporting 40
13.18 Rides and Booths 40
13.18.1 Food and Non-Alcoholic Beverage Booths 40
13.18.2 Game Booths 41
13.18.3 Merchant Booths 42

PARAGRAPH **PAGE**

13.18.4 Intergenerational Rides 43
13.19 Safety 43
13.20 Sanitation 44
13.21 Security 44
13.22 Security Devices 46
13.23 Signs 46
13.24 Temporary Structures/Equipment 47
13.25 Utilities 47
13.26 Vendors 47
14.0 TERMS AND CONDITIONS 48
14.1 AGREEMENT ENFORCEMENT 48
14.2 CANCELLATION 48
14.3 COMPLIANCE WITH CIVIL RIGHTS LAW 50
14.4 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMNT 50
14.5 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 51
14.6 CONCESSIONAIRE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES 51
14.7 CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT 52
14.7.1 Responsible Concessionaire 52
14.7.2 Chapter 2.202 of the County Code 52
14.7.3 Non-responsible Concessionaire 52
14.7.4 Contractor Hearing Board 53
14.7.5 Subcontractors of Concessionaire 55
14.8 CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 55
14.9 CONCESSIONAIRE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 56
14.10 CONFLICT OF INTEREST 56
14.11 COUNTY'S QUALITY ASSURANCE PLAN 57
14.12 EVENTS OF DEFAULT 57
14.13 FAIR LABOR STANDARDS 58
14.14 FORCE MAJEURE; TIME EXTENSIONS 59
14.15 GOVERNING LAW, JURISDICTION, and VENUE 60
14.16 INDEPENDENT CONCESSIONAIRE 60
14.17 INDEMNIFICATION 60
14.18 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE 61
14.18.1 Evidence of Coverage and Notice to County 61
14.18.2 Additional Insured Status and Scope of Coverage 63
14.18.3 Cancellation of or Changes in Insurance 63
14.18.4 Failure to Maintain Insurance 64
14.18.5 Insurer Financial Ratings 64

PARAGRAPH **PAGE**

14.18.6 Concessionaire's Insurance Shall Be Primary 64
14.18.7 Waivers of Subrogation 64
14.18.8 Sub-Contractor Insurance Coverage Requirements 65
14.18.9 Deductibles and Self-Insured Retentions (SIRs) 65
14.18.10 Claims Made Coverage 65
14.18.11 Application of Excess Liability Coverage 65
14.18.12 Separation of Insureds 66
14.18.13 Alternative Risk Financing Programs 66
14.18.14 County Review and Approval of Insurance Requirements 66
14.19 INSURANCE COVERAGE REQUIREMENTS 66
14.19.1 Commercial General Liability 66
14.19.2 Automobile Liability 66
14.19.3 Workers Compensation and Employers' Liability 67
14.19.4 Sexual Misconduct Liability 67
14.19.5 Property Coverage 67
14.19.6 Periods of Construction 68
14.20 NON-DISCRIMINATION AND AFFIRMATIVE ACTION 68
14.21 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT 70
14.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 71
14.23 NOTICES 71
14.24 PUBLIC RECORDS ACT 71
14.25 RECYCLED BOND PAPER 72
14.26 RIGHT OF ENTRY 72
14.27 SEVERABILITY 73
14.28 SUBLICENSES 74
14.29 SURRENDER OF CONCESSION PREMISES 74
14.30 TAXES AND ASSESSMENTS 74
14.31 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE 75
14.32 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM 75
14.33 TERMINATION FOR CONVENIENCE; SUSPENSION; REIMBURSEMENT ON NON-AMORTIZED FUNDS 75
14.34 TERMINATION FOR IMPROPER CONSIDERATION 77
14.35 TERMINATION FOR INSOLVENCY 78
14.36 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE 78
14.37 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE 79
14.38 TRANSFERS 79
14.39 WAIVER 82
14.40 WARRANTY AGAINST CONTINGENT FEES 83

PARAGRAPH **PAGE**

14.41 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE 83
14.42 ARTIFICIAL TRANS FAT REDUCTION PROGRAM: 83
14.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 85
14.44 CONCESSIONAIRE PERFORMANCE 89
14.45 GREEN INITIATIVES 89
15.0 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS..... 90
16.0 ENTIRE AGREEMENT 90
17.0 AUTHORIZATION WARRANTY..... 90
SIGNATURES..... 91

STANDARD EXHIBITS

EXHIBITS

A DEPARTMENT OF THE ARMY MASTER LEASE AGREEMENT .....
B SITE PLAN/CONCESSION.....
C CAPITAL IMPROVEMENT PROJECTS .....
D CONCESSIONAIRE'S OPERATION PLAN.....
E IRS NOTICE 1015.....
F SAFELY SURRENDERED BABY LAW .....
G CONCESSIONAIRE'S EEO CERTIFICATION .....
H COUNTY STAFF FEES .....
I COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....
J COUNTY'S SMOKING BAN ORDINANCE.....
K CERTIFICATION OF COMPLIANCE WITH ARTIFICIAL TRANS FAT REDUCTION PROGRAM.....

AGREEMENT FOR THE
OPERATION OF A FESTIVALS AND FAIRS CONCESSION
AT THE WHITTIER NARROWS RECREATION AREA

THIS CONCESSION AGREEMENT, made and entered into this _____ day of _____, 2013,

BY AND BETWEEN **COUNTY OF LOS ANGELES,** a body corporate and politic, hereinafter referred to as "County",

AND **O Entertainment,** a corporation**,** hereinafter referred to as "Concessionaire,"

R E C I T A L S

WHEREAS, County is authorized by the provision of Government Code Section 25907 to let or grant use recreation lands for concessions and services that are consistent with public park and recreation purposes; and

WHEREAS, the County, as approved by the Board of Supervisors of Los Angeles County on April 14, 1987, is authorized to contract for such services within the Whittier Narrows Recreation Area, pursuant to the provisions of the "Department of the Army Lease for Public Park and Recreational Purposes Whittier Narrows Flood Control Basin Los Angeles, California No. DACW09-1-86-43" granted to County by the Secretary of the Army, under authority of 16 U.S.C. 460d, as amended; and

WHEREAS, a concession for the operation of a festivals and fairs concession is consistent with said purpose; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed therefor; and

WHEREAS, the District Engineer for the Los Angeles District of the Army Corps of Engineers approves this Agreement and use granted herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 MAJOR LEASE PROVISIONS AND REQUIREMENTS

This Agreement is granted subject to all rights and privileges retained by the United States of America, Department of the Army, (hereinafter: United States) within the Whittier Narrows Recreation Area pursuant to the provisions and conditions of the "Department of the Army Lease for Park and Recreational Purposes Whittier Narrows Flood Control Basin, No. DACW09-1-86-43" (hereinafter "Master Lease", as approved by the Board of Supervisors of Los Angeles County on April 14, 1987 and granted to County by the Secretary of the Army under authority of 16 U.S.C. 460d, as amended. Accordingly, the terms of the Master Lease are incorporated by reference herein. Concessionaire accepts and agrees to be bound by the following conditions:

a. That the primary purpose of the Whittier Narrows Flood Control Basin is the flood risk management, and nothing herein expressed or implied shall be construed so as to conflict with that purpose.
b. That the Concession Premises, as described hereinafter in Section 4, shall be subordinate to the use thereof by the United States in the operation and maintenance of the Whittier Narrows Flood Control Basin.
c. That the exercise of the privileges granted herein shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of Area B of the Whittier Narrows Recreation Area, and shall be subject to the general supervision of the District Engineer for the Los Angeles District of the U.S. Army Corps of Engineers (hereinafter: District Engineer).
d. That the United States shall be held harmless from all claims which may arise from or be incident to the exercise of the privileges granted herein.
e. That the United States and the Los Angeles County Flood Control District shall not be liable for damages to property or injuries to persons which may arise from or be incidental to the exercise of the privileges granted herein or for damages to the property of Concessionaire, or for damages to the property or injuries to the person of Concessionaire and/or the officers, agents, servants or employees or others who may be on the Concession Premises at their invitation or the invitation of any one of them, arising from

or incident to the flooding of said Concession Premises by the United States or the Los Angeles County Flood Control District, or flooding from any other cause, or arising from or incident to any other governmental activities on the Concession Premises, and Concessionaire shall hold the United States, the Los Angeles County Flood Control District and the County of Los Angeles harmless from any and all such claims.

f. That this Agreement shall be subject to the prior approval of the District Engineer.

g. That charges for services rendered and for the use of the Concession Premises shall be reasonable and shall have the prior written approval of the District Engineer.

h. That Concessionaire shall hold the United States, the Los Angeles County Flood District and the County of Los Angeles harmless from any and all claims or rights of action for damages which may or might arise or accrue to Concessionaire and/or the officers, agents, servants, employees or others who may be on the Concession Premises at their invitation or the invitation of any one of them, by reason of injuries to the property, or the person of any of them resulting from the entry upon or the use of the Concession Premises, by the United States, the Los Angeles County Flood Control District, the County of Los Angeles or any one of them at anytime, for any purpose necessary or convenient in connection with river and flood risk management work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the Concession Premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood risk management work.

i. That the Concession Premises shall not be used for human habitation except for night watchmen or patrolmen. Any such night watchmen or patrolmen, and any structures or trailers located on the Concession Premises for the use of such persons shall be subject to the prior approval thereof by the District Engineer.

j. That the United States, its officers, agents and employees may enter upon the Concession Premises at any time for any purpose necessary or convenient in connection with river and flood risk management work, and to remove therefrom timber or other material required or necessary for such work, to flood said Concession Premises when necessary, and/or to make any other use thereof as may be necessary in connection with flood risk management work, and Lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.

k. That the United States may construct, or permit the construction of, facilities for military requirements and for communications, electrical distribution or transmission, water supply, flood channels, sewage disposal and similar purposes on the Concession Premises, and Concessionaire shall have no claim for compensation for damage of any character on account thereof.

l. That this Agreement may be revoked by the Secretary of the Army in the event the County and/or Concessionaire violates any of the terms and conditions of this Agreement and persists therein for a period of thirty (30) days after notice thereof in writing by the District Engineer. Upon any such revocation, Concessionaire shall vacate the Concession Premises, remove all property therefrom and restore said Concession Premises to a condition satisfactory to the District Engineer within such time as the District Engineer may designate. In the event of failure or neglect to remove property and/or restore the Concession Premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefor, or the District Engineer may cause it to be removed and the Concession Premises to be so restored at the expense of Concessionaire, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

m. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or of the benefits arising

from the Concessionaire's operations at Whittier Narrows Recreation Area pursuant to this Agreement. Nothing, however, herein contained shall be construed to extend to any incorporated company, if said Agreement is for the general benefit of such corporation or company.

2.0 DEFINITIONS

2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.2.1 **Agreement Year:** the 365 day period commencing on the first day following the approval of this agreement by the Board of Supervisors which date shall become the effective date of this agreement and each following 365 day period thereafter throughout the term of this agreement.

2.2.2 **Auditor-Controller:** the Auditor-Controller of the County of Los Angeles or an authorized representative thereof.

2.2.3 **Beverage:** Any liquid prepared by flavoring, heating and/or mixing in advance of consumption thereof, including beer and wine only; as defined in the State Alcoholic Beverage Control Act.

2.2.4 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.2.5 **Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.

2.2.6 **Concession Premises:** The area within the Whittier Narrows Recreation Area, Northwest area of Area B, as shown in Exhibit B, for the use in the concession granted herein by the Agreement.

2.2.7 **County:** the County of Los Angeles.

2.2.8 **Director:** the Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

2.2.9 **District Engineer:** the District Engineer of the United States Army Corps of Engineers, Los Angeles District, his/her authorized representative, or his/her designee.

2.2.10 **Gross Receipts:** Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be the total amount received and/or collected, in money, cash receipts, assets, property or other things of value, including by barter or exchange. Gross receipts include but are not limited to: gross charges, sales, rentals, fees and commissions received and/or collected by the Concessionaire during the reporting period from any business, use or occupation, or any combination thereof, originating, transacted, or performed in whole or in part, on the Concession Premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise, including sales through vending machines. Gross receipts shall include the amount of any manufacturers or importer's excise tax included in the prices of any property or material sold, even though the manufacturer or importer is also the retailer thereof, and it is immaterial whether the amount of such excise tax is stated as a separate charge.

Except as specifically provided below or by policy statement issued by Director, there shall be no deduction from gross receipts for any overhead cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. If Concessionaire included an amount in gross receipts that Concessionaire subsequently determines is uncollectible (e.g., due non-sufficient funds of payor, etc.), Concessionaire may deduct such amount from Concessionaire's subsequent gross receipts to the extent Concessionaire previously included such amounts in gross receipts

and paid the County all amounts due thereon. Concessionaire shall separately itemize any such deductions when reporting gross receipts. Concessionaire shall timely include such deductions when reporting gross receipts. If Concessionaire subsequently collects any amount previously deducted under this section, Concessionaire shall include such collection in gross receipts for the period the Concessionaire collected such amount.

a. Except as specifically provided below or by policy statement issued by the Director, gross receipts reported by Concessionaire must include the full usual charges for any services, goods, rentals or facilities provided by Concessionaire. Gross receipts shall not include the following: direct taxes imposed upon the consumer and collected therefrom by the Concessionaire such as, but not limited to, Federal, State, or Municipal retail sales taxes, or related direct taxes, which are direct taxes paid periodically by Concessionaire to a governmental agency accompanied by a tax return statement.

b. The Director, by policy statement consistent with recognized and accepted business and accounting practices, upon consultation with Concessionaire, and with the approval of the Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.

2.2.11 **Gross Sales Price:** The total consideration resulting from the transfer of Concessionaire's interest in the concession, or portion thereof, determined by the total cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.

2.2.12 **Los Angeles County Sheriff's Department:** the primary law enforcement agency on County-owned and/or County-leased property.

2.2.13 **State:** the State of California.

3.0 USE GRANTED

3.1 Concessionaire is hereby authorized and required to: conduct carnival themed fairs in the Spring and in the Fall; provide merchandise and services consistent with a fair/carnival theme; provide intergenerational carnival rides, intergenerational carnival game booths, food and non-alcoholic beverage booths, merchant booths and live local/amateur entertainment. For any events, exceeding an expected participant threshold of 5,000, Concessionaire shall notify the County at least sixty (60) days in advance of said event. No event exceeding 5,000 people may proceed in the absence of written approval from the District Engineer.

3.1.1 In addition to the conditions in Paragraph 3.1 above, Concessionaire shall have the exclusive use of the Concession Premises during the days and hours of operation identified in Section 13, Operating Responsibilities, of this Agreement and subject to the right of the Director to schedule the use for special events as provided for in Section 3.6 hereinafter.

3.1.2 Notwithstanding the above authorization, all proposed services, merchandise and activities to be provided by the Concessionaire must be submitted in writing by Concessionaire for approval by the Director and the District Engineer.

3.1.3 In accordance with the use granted above, the Concessionaire may provide additional events throughout the year provided express written approval therefore is granted by the Director and the District Engineer. The additional events shall be divided into two categories: private events and public events. Private events shall be those events where the general public does not attend, e.g., weddings and company picnics. Public events are those events where the general public may attend. Additional events to be provided by Concessionaire in any calendar year

throughout the term of this Agreement must be submitted in writing by October 1 of the preceding calendar year (e.g., additional events planned for calendar year 2015 must submitted in writing by October 1, 2014).

3.2 Concessionaire acknowledges and agrees that as of the commencement of the Term of this Agreement:

a) by separate license agreement with a third party provider (hereinafter the "Provider"), the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at the Whittier Narrows Recreation Area; and

b) the aforementioned license agreement contains a provision granting the Provider a right-of-first-refusal to provide additional beverage vending machines at Whittier Narrows Recreation Area, and that a waiver of the provider's right-of-first-refusal is required in order to permit the Licensee to sell non-alcoholic beverages from vending machines at the Concession Premises; and

c) subsequent to the commencement of Term of this Agreement hereto, the Director of the Department of Parks and Recreation (hereinafter referred to as the "Director") shall request the provider's waiver on behalf of the Licensee, and immediately thereafter advise the Licensee of the outcome of said request.

3.3 Concessionaire acknowledges personal inspection of Concession Premises and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Concessionaire accepts Concession Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

3.4 The use granted is subject to the rights reserved by the United States, its officers, agents and employees in the Master Lease, to enter the Concession Premises at any time and for any purpose necessary or

convenient in connection with river, harbor and flood risk management work, and to remove timber or other material required for such work; to flood the Concession Premises when necessary, and/or to make any other use of the land as may be necessary in connection with flood risk management, and Concessionaire shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof; to make inspections concerning the operation and maintenance of the Concession Premises; to prohibit any permanent type of recreation building or accessory facilities on the Concession Premises below twenty-five year (25) flood frequency elevations, as determined by the District Engineer, and limit any such improvement to open type structures between twenty-five (25) and fifty (50) year flood frequency elevations, as determined by the District Engineer.

3.5 Concessionaire understands and agrees that this Agreement is by license; and confers only permission to occupy and use the Concession Premises described for the prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the Concession Premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the Concession Premises for the use granted herein.

3.6 <u>Department Use of Concession Premises</u>

Notwithstanding Paragraph 13.4, Days and Hours of Operation, of this Agreement, the Department reserves the right to schedule the use of the Concession Premises for special events sponsored by the Department. Specific dates and the areas to be used shall be

arranged with Concessionaire. County shall be responsible for repairing any damage, except for normal wear and tear, to the Concession Premises while conducting said activities.

4.0 CONCESSION PREMISES

4.1 The use granted shall be conducted within the Concession Premises, as shown in Exhibit B, attached hereinafter and incorporated herein by reference.

4.2 The Concession Premises shall be used only and exclusively for purposes authorized herein, and such other purposes as are related thereto provided express approval therefore is granted by the Director, and for no other purposes whatsoever.

4.3 Any improvements, additions, alterations, or changes to the Concession Premises shall be subject to: prior written approval by the District Engineer and the Director; securing of applicable permits by the Concessionaire; and compliance with such terms and conditions as may be imposed by the Director and the District Engineer. Any construction and/or improvements shall be at Concessionaire's expense.

4.4 Concessionaire hereby acknowledges the title of the United States of America, County, and/or any other public agencies having jurisdiction thereover, in and to the Concession Premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

4.5 Ownership of all structures, buildings or improvements constructed by Concessionaire upon the Concession Premises and all alterations, additions or betterment's thereto, shall become the property of the County without compensation being paid therefor, subject to the rights granted to the Concessionaire hereinabove. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director or the District Engineer may require the Concessionaire to remove said structures, buildings and/or improvements upon written

notice ninety (90) days prior to the date of termination of this Agreement. Should Concessionaire fail to remove said structures, buildings and improvements, same may be sold, removed or demolished, and Concessionaire shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

4.6 Upon completion of the Spring and Fall fairs, and any additional events, Concessionaire shall be responsible for repairing any damage, except for normal wear and tear, caused to the Concession Premises while conducting said activities. Additionally, the Concessionaire shall be responsible for repairing any damage caused to Area B of the Whittier Narrows Recreation Area due to the ingress and egress of Concessionaire's equipment and vehicles and due to the ingress and egress of the vehicles of the patrons attending each activity.

5.0 TERM OF AGREEMENT

5.1 The term of the Agreement shall be for a period of **ten (10) years** commencing on the first day of the month following the approval of this Agreement by the Board of Supervisors, unless terminated sooner or extended, in whole or in part, as provided for in this Agreement.

5.2 The County shall have the sole option to extend the Contract term for one additional **five (5) year** period for a maximum Agreement term of **fifteen (15) years**. Such option period shall be exercised at the sole discretion of the Director provided.

6.0 CONSIDERATION

6.1 In consideration for the use granted herein pursuant to Subsection 3.1 hereinabove, Concessionaire shall pay to the County on a per event basis an amount equal to the greater of (1) a minimum rent or (2) a percentage of the total gross receipts received in connection with the operation of each event.

6.1.1 In accordance with Paragraph 6.1 above, the schedule of minimum rent due per event for the initial term of the Agreement is as follows:

a. Year 1: Spring 2014: $15,000; Fall 2014: $7,500;

b. Year 2: Spring 2015: $15,000; Fall 2015: $8,000;

c. Year 3: Spring 2016: $17,500; Fall 2016: $8,000;

d. Year 4: Spring 2017: $17,500; Fall 2017: $8,500;

e. Year 5: Spring 2018: $18,000; Fall 2018: $8,500;

f. Year 6: Spring 2019: $18,000; Fall 2019: $8,500;

g. Year 7: Spring 2020: $18,000; Fall 2020: $9,000;

h. Year 8: Spring 2021: $19,000; Fall 2021: $9,000;

i. Year 9: Spring 2022: $19,000; Fall 2022: $9,000;

j. Year 10: Spring 2023: $19,000; Fall 2023: $10,000;

6.1.2 Pursuant to the Director extending the option period as identified in Paragraph 5.2 of this Agreement, the minimum rent to be paid per event in accordance with Paragraph 6.1, will be as follows:

a. Year 11: Spring 2024: $20,000; Fall 2024: $10,000;

b. Year 12: Spring 2025: $20,000; Fall 2025: $10,000;

c. Year 13: Spring 2026: $20,000; Fall 2026: $10,000;

d. Year 14: Spring 2027: $20,000; Fall 2027: $12,000;

e. Year 15: Spring 2028: $22,000; Fall 2028: $12,000.

6.1.3 During the term of the Agreement and all option periods exercised, the schedule of percentage rent of total gross receipts received to be used in accordance with Paragraph 6.1 above on a per event basis is as follows: Ten Percent (10%) of all gross receipts received up to $300,000; Fifteen Percent

(15%) of all gross receipts received between $300,000 and $400,000; and Twenty Percent (20%) of all gross receipts received in excess of $400,000.

6.1.4 Rent for Additional Events

Additional events must receive prior approval from the District Engineer and the Director. During the term of the Agreement and all options exercised, the rent to be paid in accordance with Paragraph 6.1 above on a per event basis will be as follows:

a) Private Events (e.g. weddings, company picnics, etc.): rent paid to the County shall be Ten Percent (10%) of all total gross receipts received for each event;

b) Public Events (e.g. those events in which the public may attend): rent paid to the County shall be in accordance with the percentages as identified in Subparagraph 6.1.3 above. A minimum rent for public events shall be established after the third year of hosting that specific event. The minimum rent shall be calculated by taking the average of the rent paid to the County from the three previous years of that event and multiplying that amount by Eighty Percent (80%).

6.2 In addition to the payment of rent described above, the Concessionaire shall be required to pay, on a per event basis, a facility use rental fee, any applicable staffing charges, and any supplemental fees as required by the District Engineer and other governmental agencies as applicable. A facility use rental fee will be charged to the Concessionaire if the Concessionaire uses an area(s) outside of the demised premises.

- Facility use rental fees and staff charges are subject to change by the Board of Supervisors and may vary from year to year during the term of this Agreement.

6.3 Within thirty (30) days following the conclusion of each event, Concessionaire shall submit to the Department, a report of all gross receipts received during the preceding event with the applicable percentages applied as indicated above. Said report shall be reconciled against the minimum amount due per event with the greater amount being paid by Concessionaire to the County in accordance with Paragraph 6.1 above.

- In the event that law enforcement officers are required pursuant to the security operation plan and evacuation plan, as described in Paragraph 13.21 hereinafter, Concessionaire shall also submit a separate report regarding and payment for the cost of the law enforcement services as documented by the approved operation security and evaluation plans for each event.

6.4 When the Director and Concessionaire find that with regard to a particular activity not otherwise provided for herein, the Director may authorize said activity and establish a minimum amount as payment for the privilege of engaging therein. The District Engineer shall have the right to review any new activity. Said minimum amount shall be set by mutual consent of the Director and Concessionaire and shall be reasonable in accordance with the revenue to be generated therefrom.

6.5 Payment shall be made to the Department on or before the fifteenth (15th) day following receipt of the gross receipts report as identified in Subsection 6.3 above. Payment shall be by cashier's check and made payable to the County of Los Angeles Department of Parks and Recreation. Payments shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. A late payment charge of two percent (2%) per month shall be added to any late payment received by the Treasurer/Tax Collector after the fifteenth day of the month. However, the late payment charge herein provided may be waived, whenever the Director finds the late payment excusable by reason of extenuating

circumstances. At no time during the term of this Agreement shall the County be obligated to notify the Concessionaire of the accumulation of late payment charges.

- Payment of supplemental fees per event shall be by cashier's check and made payable to the appropriate agency charging the fees. Payments shall be mailed or otherwise delivered to the appropriate agency. Payment of Whittier Narrows staff fees shall be mailed or otherwise delivered to the Department of Parks and Recreation, Whittier Narrows Recreation Area Superintendent, 823 Lexington-Gallatin Road, South El Monte, CA 91733.

7.0 CHANGES AND AMENDMENTS

7.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Director and Concessionaire.

7.2 Notwithstanding the above, this Agreement may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by the Board and the District Engineer.

8.0 ACCOUNTING RECORDS

8.1 Concessionaire shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Concessionaire in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial

affairs. Such method shall include the keeping of the following documents:

8.1.1 Regular books of accounting such as general ledgers;

8.1.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;

8.1.3 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 County;

8.1.4 Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);

8.1.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;

8.2 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset. In addition, such cash registers must have a tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Concessionaire shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner.

8.3 All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may conduct an audit and re-audit of the books and business conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. All

information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

8.4 Should the Director find that the additional rental payment due to County exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, Concessionaire shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments.

9.0 SECURITY DEPOSIT

9.1 Prior to the commencement of this Agreement, Concessionaire shall pay to the Director the sum of **not less than Five Thousand Dollars ($5,000)** in the form of a cashier's check made payable to the County of Los Angeles Department of Parks and Recreation.

9.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Concessionaire, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of the agreement; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of this Agreement; a breach of obligations assumed by Concessionaire herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

9.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages Concessionaire shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.

9.4 Said Deposit shall be returned to Concessionaire upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

10.0 DESTRUCTION OF THE CONCESSION PREMISES AND/OR WHITTIER NARROWS RECREATION AREA

10.1 In the event the Concession Premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Concessionaire shall either restore the premises or terminate this Concession Agreement, after the assurance of receipt of insurance proceeds are to be paid to the County. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the premises or terminate this Concession Agreement. County shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. Said insurance proceeds, if any, shall be held for the benefit of Concessionaire only in the event of an election by Concessionaire to restore the Concession Premises and shall be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the Director and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, Concessionaire shall deposit the amount of the deficiency with the County upon demand therefor by the Director, and said sums shall be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds shall be retained by County and credited to the rental reserved over

the remaining term of this Concession Agreement. In the event Concessionaire elects to restore the Concession Premises, plans, specifications, and construction cost estimates for the restoration thereof shall be prepared by Concessionaire and forwarded to Director for approval prior to the performance of any work thereon. Said documents shall be prepared and submitted in a timely manner following adjustments of the loss and receipt of the proceeds of insurance by County. The required construction shall be performed by Concessionaire and/or licensed and bondable contractor(s) thereof who shall be required to carry comprehensive liability and property damage insurance, workers' compensation insurance, and standard fire, and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in amounts equal to the insurance limits required herein, or as otherwise determined by the County. Said construction shall be commenced promptly following the approval thereof by the Director and the District Engineer, issuance of permits therefor by governmental agencies having jurisdiction thereover, and posting of the construction site by County with notice of non-responsibility, and shall be diligently prosecuted to completion; the District Engineer shall have at least thirty (30) days to review said construction. All work shall be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by the Director and the District Engineer. Concessionaire agrees that County may have on the site at any time during the construction period an inspector who shall have the right of access to the Concession Premises and the work occurring thereon. Concessionaire, at the commencement of the construction work, shall notify Director in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All construction shall be performed in a good and workmanlike manner. Upon completion of

the restoration, Concessionaire shall immediately record a notice of completion with the Registrar-Recorder.

10.2 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the concession operation provided a claim therefor is filed with the Director within one hundred (100) days of notice of election to restore the premises. Any such claim may be denied if the destruction of the Concession Premises is found by the Director to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the concession operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

10.3 Concessionaire shall cooperate in the restoration of the Concession Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.

10.4 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of Whittier Narrows Recreation Area by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the concession.

10.5 Any restoration construction must comply with environmental laws, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). If substantial renovation is to occur, the District Engineer shall review and approve any plans. In addition, any approval provided by the District Engineer shall require a

NEPA document; the cost of which shall be the responsibility of the Concessionaire.

10.6 Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the Concession Premises and/or Whittier Narrows Recreation Area and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

11.0 CONSTRUCTION BY COUNTY AFFECTING CONCESSION PREMISES AND WHITTIER NARROWS RECREATION AREA

11.1 In the event County shall construct or cause to be constructed a new facility for the concession, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the construction interferes with the authorized operations, provided a claim therefor is filed with the Director within one hundred (100) days of commencement of construction.

11.2 Concessionaire agrees to cooperate with County in the event the construction affects the Concession Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

11.3 Following completion of the new facility, Concessionaire shall resume its operations therefrom within thirty (30) days of written notice from the Director that the Concession Premises are tenantable.

11.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Whittier Narrows Recreation Area that requires a partial or total closure thereof, except that the

abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of the Whittier Narrows Recreation Area due to the partial or total closure thereof, has affected the Concessionaire's operations.

11.5 Concessionaire agrees to accept the remedy heretofore provided in the event of construction upon the Concession Premises and/or the Whittier Narrows Recreation Area, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

12.0 CAPITAL IMPROVEMENTS

12.1 Capital Improvement Approval Process

a. Director and District Engineer Approvals: Any proposed improvement undertaken by the Concessionaire, including, but not limited to, construction of utilities, landscape planting, replanting or removal, irrigation, site improvements such as paths, walkways, benches, lighting, parking lots, demolition, and construction of new structures, shall have the prior written approval of the District Engineer and the Director. Notice of a proposed improvement project shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, a justification for the proposed improvement project, cost estimate, time frame and proposed funding for the project. The Director will then forward a copy of said notice to the District Engineer. Written approval, or the estimated time required to provide such approval, shall be provided to the Concessionaire within a reasonable amount of time following receipt of all necessary documents.

b. Funding: Unless otherwise approved by the Director in writing, all funds for the costs of any improvement, inclusive of costs of performance and payment bonds and the costs of any permits, shall be solely the responsibility of the Concessionaire. The Director agrees to consult with the Concessionaire, as requested, with regard

to the feasibility of public-assisted financing methods in connection with proposed capital improvements.

c. Plan Preparation: The Concessionaire shall ensure that all improvement plans are prepared by qualified professionals such as architects, engineers, and landscape architects who are licensed by the State of California and are approved in advance by the Director and the District Engineer. In addition, the Concessionaire shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director.

d. For projects requiring the issuance of a permit, Concessionaire shall prepare and submit two (2) sets of a preliminary design for review and approval by the Director. The Director will forward one set of the preliminary design to the District Engineer for review and approval. Within forty-five (45) days following approval of the preliminary design by the District Engineer and the Director, Concessionaire shall prepare and submit three (3) sets of working drawings for review and approval: two (2) sets shall be submitted to the Director and one set shall be submitted to the Building Official. The Director will forward one set of the working drawings to the District Engineer for review and approval. Should the Building Official require Concessionaire to make changes to the plans, Concessionaire shall make necessary changes and re-submit the plans to the Building Official as soon as possible, however, no later than 30 days. Upon approval thereof, said working drawings shall be incorporated herein by reference. Elements included in the approved design development shall not be subsequently disapproved in review of the working drawings. Concessionaire shall, within 30 days after approval of the working drawings as provided herein, and causing the posting of the construction site with a notice of non-responsibility of County for payment for the works of improvement, commence construction of

the above-described improvements and shall diligently prosecute and complete same.

e. Agreements Approval: Copies of all agreements for projects requiring the issuance of a building permit between Concessionaire and the Concessionaire's architects, engineers, and contractors shall be furnished to and consented to in writing by the Director. The Director's consent shall not be unreasonably withheld.

f. Environmental Impacts: The Concessionaire shall coordinate environmental impact issues with the Director in compliance with the CEQA and to the extent applicable, NEPA. Concessionaire shall receive written approvals and authorizations from Director. The Concessionaire shall, however, maintain full responsibility for implementing all applicable NEPA/CEQA and related requirements.

g. Construction Management: The Concessionaire and/or its construction manager shall maintain responsibility for conducting regularly scheduled site inspections and job meetings and shall notify the Director of same. The Director will notify the District Engineer. Documentation of these meetings shall be maintained by the Concessionaire and be available for review by Corps or Department staff.

h. Completion of Improvements: The improvements requiring the issuance of a permit shall be deemed to be complete upon acceptance of the improvements by the Building Official as evidenced by the issuance of a certificate of occupancy and completion of punch list items and tenant improvements in areas to be subleased.

i. Plans of Record: Upon completion of the improvements, Concessionaire shall furnish the Director with one (1) complete set of "plans of record" working drawings; one (1) complete set of "plans of record" working drawings in AutoCADD and on CD (all circuit breakers, mechanical equipment, switches, plumbing and fire

sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for all building equipment and systems; and copies of all written warranties. Concessionaire shall assign to County all expressed warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement upon termination of this Agreement by expiration of term or cancellation.

j. Performance Bond: In connection with any improvement project performed hereunder, Concessionaire shall, at its own cost, obtain or require its contractor to obtain a performance bond from an admitted California surety, in good standing, in an amount equal to one hundred percent (100%) of the construction cost of the improvement, unless the Director otherwise agrees in writing. Said performance bond must be satisfactory to the County and shall name the County of Los Angeles and the Concessionaire as obligees.

k. Prevailing Wages: In connection with any capital improvement performed hereunder, the Concessionaire shall comply with and shall require all of its contractors to comply with all provisions of the Labor Code of the State of California, including but not limited to, the payment of prevailing wages to all persons providing labor on any such project.

l. Compliance With All Laws and Building Codes: The Concessionaire shall comply with and require its contractors to comply with all applicable laws, including Building Code requirements in connection with any projects performed hereunder.

m. Insurance: Upon review by and consultation with County's Risk Manager, Concessionaire shall provide such insurance coverage as Director deems necessary for the completed construction project.

n. Additional Provisions: It is contemplated that the County may impose additional obligations on the Concessionaire with respect to particular

capital improvement projects performed hereunder and such additional requirements may be set forth in a separate writing signed by the Concessionaire and the Director on behalf of the County.

12.2 Capital Improvement Project(s):

Improvements include the Construction of a Special Events Area and Parking Area in the Northwest part of Area 'B' along Rosemead Boulevard and adjacent to the Military Museum, as identified in the attached Exhibit C and are subject to County and USACE approvals.

13.0 OPERATING RESPONSIBILITIES

13.1 Advertising and Publicity Materials

13.1.1 Concessionaire shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising or publicity materials unless prior approval thereof is obtained from the Director and the District Engineer. Said approval shall not be unreasonably withheld or delayed. Such materials included, but not limited to: advertising in newspapers, magazines and trade journals, the internet, and radio and/or television commercials.

13.1.2 In recognition of the Concessionaire's need to identify its services and related clients to sustain itself, the County shall not prohibit the Concessionaire from publishing in any of its bids, proposals, and sales materials that it has been awarded this Agreement by the County of Los Angeles, with the understanding that such materials are to be prepared in a professional manner, and that the materials are subject to the requirements of Subsection 13.1.3.

13.1.3 Credit for the County and Corps of Engineers

Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which contains the words "Whittier Narrows Recreation Area", or any derivative thereof, shall also include the phrase "a United States Army Corps of Engineer facility and unit of the County of Los

Angeles Department of Parks and Recreation System" with the County seal and the United States Army Corps of Engineers and Parks and Recreation Department logos, unless specifically approved otherwise by the District Engineer and Director.

13.2 Compliance with Laws, Rules and Regulations

Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the agreement, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Concessionaire shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

13.3 Concessionaire's Staff and Employment Practices

13.3.1 Concessionaire shall maintain adequate and proper staff for its authorized operations. Concessionaire shall designate an Operations Manager with whom County may deal with on a daily basis. Any person selected by Concessionaire as an Operations Manager shall be skilled in the management of businesses similar to the operation and shall be subject to approval by the Director. The Operations Manager shall devote substantial time and attention to the operation authorized herein and shall render such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.

13.3.2 The Director may at any time give Concessionaire written notice to the effect that the conduct or action of a designated employee of Concessionaire is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the Concession Premises. Concessionaire shall transfer or reassign any such employee within a reasonable period of time following notice thereof from the Director, and such employee shall not be assigned to any other County Department of Parks and Recreation facility.

13.3.3 The Concessionaire warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Concessionaire shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Concessionaire shall retain all such documentation for all covered employees for the period prescribed by law. The Concessionaire shall indemnify, defend and hold harmless, the County, the United States, and the County of Los Angeles Flood Control District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Concessionaire or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

13.3.4 Concessionaire shall not employ as a member of its food and beverage staff any person who cannot produce a certificate showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. Thereafter, those employees whose skin test is negative shall be required to undergo the foregoing examination at least once every four (4) years for so long as the employee remains skin test negative. Once an employee has documented positive skin test, he or she shall be removed from the position of food and beverage staff. When the skin test has been followed by X-ray, the forgoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the County's health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and or a notice from a public health agency or unit of the Tuberculosis Association that indicates freedom from active tuberculosis.

13.3.5 Prior to the start date of each event, the Concessionaire shall: 1) establish an identification system; 2) identify each person assigned to the event; and 3) submit the identification system and list of personnel to the Director for review and approval. The identification system shall be furnished at the Concessionaire's expense and may include but is not limited to appropriate uniform attire and name badges.

13.3.6 At any time prior to or during the term of this Agreement, the County shall require that all of the Concessionaire's staff and its subcontractor's staff performing work under this Agreement undergo and pass, to the satisfaction of the County, a

background investigation, as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Concessionaire, regardless if the Concessionaire's staff passes or fails the background clearance investigation. All background reports on current and future staff hired by the Concessionaire will be submitted to the Director.

13.3.7 Concessionaire shall submit an evacuation plan for the District Engineer's approval at least (30) days prior to the first event undertaken pursuant to this agreement. The evacuation plan shall adequately consider response time and cost of evacuating all participants. Revisions to the evacuation plan may be requested by the District Engineer at any time.

13.4 Days and Hours of Operation

The Director shall establish the annual start-up date for the Spring and Fall Fair events based on a written request from the Concessionaire 180 days prior to the commencement of either of these events. In the Spring, the fair shall operate during the month of March and/or April, commencing on the Friday following the authorized set-up date and continuing for seventeen (17) consecutive days. In the Fall, the fair shall operate during the month of October and/or November, commencing on the Friday following the authorized set-up date and continuing for seventeen (17) consecutive days. The hours of operation during the Spring and Fall Fairs shall be: Monday through Thursday from 5:00 pm to 10:00 pm; Friday from 5:00 pm to 11:00 pm; Saturday from 12 noon to 11:00 pm; Sunday from 12 noon to 10:00 pm.

Set-up dates may vary from year to year during the term of the Agreement. Take-down and removal of all equipment and temporary structures must be completed no more than three (3) days following the close of the event.

Additional events, private or public, as authorized and approved by the Director and the District Engineer, shall be subject to the days and hours identified in this Section 13.4. Additional events, including the subleasing of the parking area within the Concession Premises, must receive prior written approval by the District Engineer and Director.

Any changes in the days and hours of operation heretofore prescribed shall be subject to the approval by the District Engineer and the Director.

13.5 Disorderly Persons

Concessionaire agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the Concession Premises.

13.6 Fencing

Concessionaire shall set-up an **eight** foot fence surrounding the perimeter of event and two (2) 20 foot gates for ingress and egress.

13.7 Filming

In the event that any filming is proposed to be conducted on the Concession Premises, Concessionaire will be required to obtain required filming permits through Film LA Inc. All filming requires review and approval by the District Engineer.

13.8 Illegal Activities

Concessionaire shall not knowingly permit any illegal activities to be conducted upon the Concession Premises.

13.9 Maintenance

13.9.1 General Maintenance

a. Concessionaire is hereby required to provide grounds maintenance services, including, but not limited to, daily trash pick-up, daily litter removal, mowing of turf at a

frequency as required by the Director, and spot irrigation of the Concession Premises to maintain turf and minimize dust.

b. Concessionaire shall manage trash removal inside the Concession Premises during the operation of each event and shall keep trash receptacles emptied as needed to make them available at all times for disposing of trash.

c. Maintenance work shall be performed in accordance with the highest industry-wide maintenance standards for park use. Standards and frequencies may be modified from time to time as deemed necessary by the Director for the proper maintenance of the Concession Premises.

d. Concessionaire shall provide and maintain in its employ at the Concession Premises a full-time maintenance crew during operating hours of each event. Said maintenance crew shall be sufficient in number, and with such training, as to perform all tasks and responsibilities required by this Agreement. All such personnel shall be clean and neat at all times, and shall wear uniform clothing that identifies them as employees of the Concessionaire. Concessionaire shall be responsible for all costs and expense for all staff, equipment, and supplies required for maintenance and cleanup.

e. Concessionaire shall provide trash pick-up and removal within 100 feet outside of the Concession Premises and within the parking areas of the site plan. All refuse, debris and trash collected shall be placed in roll-off trash bin(s) and disposed of off-site. Concessionaire shall provide, at a minimum, two (2) roll-off trash bins for each event and ensure that the contents are disposed of properly off-site. During each event, Director may require Concessionaire to

provide additional bins for the proper disposal of trash. Roll-off trash bins must be removed from the Concession Premises no later than date set for the take-down and removal of all equipment and temporary structures

f. Concessionaire shall provide the minimum of number portable toilets in accordance with the County of Los Angeles Department of Health Services standards and requirements during each event. Concessionaire shall pump out each portable toilet daily during the period that each event is open to the public. In addition, Concessionaire shall inspect and clean each portable toilet at a minimum of two (2) times per day during the period that each event is open to the public. All portable toilets shall be removed from the Concession Premises no later than date set for the take-down and removal of all equipment and temporary structures.

g. Should Concessionaire, after one (1) day notice from County of the need thereof, fail to perform its maintenance service obligations required herein, County in addition to all other available remedies may, but shall not be obligated to exercise its Right of Entry as provided hereinafter. County may enter upon the Concession Premises and perform Concessionaire's failed obligations and Concessionaire shall forthwith on demand reimburse County for its costs so incurred including direct and indirect overhead costs as determined by the Director.

h. Concessionaire shall inspect the Concession Premises in advance of, during and after each event with representatives of the Department. The County shall be entitled to reimbursement of all County costs for repair and/or replacement of improvements, or damages to Area

B of the Whittier Narrows Recreation Area that are directly related to each event. With respect to restoration of damaged turf-grass areas, Concessionaire, at its cost, will restore such turf-grass areas to the satisfaction of the Director. Turf-grass restoration shall mean replacement of turf with sod, or in the alternative, planting of seed and/or hydro seeding at the discretion of the Director; and maintenance after the installation and/or seeding for a subsequent thirty (30) days. The Department shall ensure that the restored areas receive the proper amount of irrigation during Concessionaire's maintenance period. All repairs and/or replacements shall include quality materials consistent with industry wide standards for workmanship, and shall be as instructed and supervised by the Director.

i. Concessionaire shall provide the Director with the names and telephone numbers of at least three (3) qualified persons who can be called by County representatives when emergency conditions occur during hours when the Concessionaire's normal work force is not present. The County shall call for such assistance only in the event of a substantial emergency. In the event that no response is provided by Concessionaire's representatives, County representatives may, in their sole discretion, enter upon the Concession Premises and resolve the emergency conditions and be reimbursed by the Concessionaire for its costs incurred as determined by the Director. This provision does not pertain to conditions rendering the Concession Premises unusable as otherwise set forth herein.

j. In the event that each event must be temporarily suspended due to inclement weather conditions, the

decision on when to allow public use to resume will be made by the Director.

13.9.2 Default of Maintenance Obligations

Either party may cure the default of the other party hereto with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between Director and Concessionaire upon the nature and scope of the work to be performed and the costs to be incurred thereby. Any demand of County for reimbursement hereunder shall be satisfied by Concessionaire through payment of the sums deposited with County as security for faithful performance, and/or pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed. Any demand of Concessionaire for reimbursement hereunder shall be satisfied by County through a credit against the per event rental obligation of Concessionaire, commencing with the month next succeeding the date of completion of the maintenance performed, until a total credit has been provided up to the lesser of the actual costs of cure or the rental reserved over said remaining term. County and Concessionaire waive all rights to payment on their respective rights to reimbursement for the actual costs of the cure of the default of the other with respect to the maintenance obligations assumed herein, except in the manner and amounts heretofore provided.

13.10 Non-Interference

Concessionaire shall not interfere with the public use of and the programming within the Whittier Narrows Recreation Area.

13.11 Intentionally Omitted

13.12 Parking/Traffic Control

13.12.1 Concessionaire, at its sole expense, shall be responsible for managing, controlling, supervising, and providing sufficient staff for all vehicles entering and parking within the Whittier Narrows Recreation Area for purposes of attending each event. In addition, Concessionaire is responsible for avoiding traffic congestion on the streets entering and exiting the Whittier Narrows Recreation Area. Concessionaire shall submit the parking/traffic control plan for review and approval to the Director and shall be subject to the review by the Los Angeles County Sheriff's Department, Los Angeles County Fire Department, California Highway Patrol and/or the USACE. All changes, amendments or recommendations by the County or other approving agencies shall be implemented by Concessionaire prior to the set-up date of each event.

13.12.2 Concessionaire's responsibilities shall include, but not limited to, the placement of directional parking signs, traffic cones, and delineators; as well as signage indicated "No Parking" as instructed by the Director. The number of traffic control personnel will be dependent on the volume of vehicles.

13.13 Patron/Non-Patron Complaints

The Concessionaire shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

13.13.1 Within ten (10) business days after the Agreement effective date, the Concessionaire shall provide the County with the Concessionaire's policy for receiving, investigating and responding to user complaints.

13.13.2 The County will review the Concessionaire's policy and provide the Concessionaire with approval of said plan or with requested changes.

13.13.3 If the County requests changes in the Concessionaire's policy, the Concessionaire shall make such changes and resubmit the plan within five (5) business days for County approval.

13.13.4 If, at any time, the Concessionaire wishes to change the Concessionaire's policy, the Concessionaire shall submit proposed changes to the County for approval before implementation.

13.13.5 The Concessionaire shall preliminarily investigate all complaints and notify the Park Superintendent of the status of the investigation within five (5) business days of receiving the complaint.

13.13.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

13.13.7 Copies of all written responses shall be sent to the Park Superintendent within three (3) business days of mailing to the complainant.

13.14 Prices

13.14.1 Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Concession Premises. The Director hereby reserves the right to review and approve said fees and any increase requires approval from Director and the District Engineer. Said prices shall be fair and reasonable based upon the following considerations: that the use granted is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or

services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall make such price adjustments as may be ordered by the Director.

13.14.2 Concessionaire's proposed price list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Concession Premises shall be submitted for the Director's and the District Engineer's review prior to the commencement of advertising prices to the general public. In the event the Director notifies Concessionaire that the proposed prices are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, the Concessionaire shall make such price adjustments as may be ordered by the Director.

13.15 Programmed Events

Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas within the Whittier Narrows Recreation Area. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the Whittier Narrows Recreation Area.

13.16 Quality of Services

Service to the public is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to operate and conduct its operation in a manner at least equal to that of similar facilities and programs conducted on County parks and/or

adjacent communities. Concessionaire, following receipt of written notification therefore, shall immediately withdraw or remove from sale any goods, services, and/or merchandise which may be found objectionable to the Director based on findings that the provision of such terms are not in the best interest of the public welfare.

13.17 Reporting

The Concessionaire or its representative shall meet with the Director each week or at such other times as may be required by the Director to review Concessionaire's performance under this Agreement and to discuss any problems or matters as determined by the Director and/or Concessionaire.

13.18 Rides and Booths

13.18.1 Food and Non-Alcoholic Beverage Booths

a. Quality of Food and Beverages

If so authorized, Concessionaire shall furnish and dispense foods and non-alcoholic beverages of the best quality and shall maintain a high standard of services at least equal to that of similar facilities and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. All foods and non-alcoholic beverages sold or kept for sale by Concessionaire shall be at least equal to that of similar facilities and programs conducted on County parks and/or adjacent communities in quality, wholesome and pure, stored and handled with due regard for sanitation, and in all respects shall conform to the Federal, State and County food laws, ordinances and regulations. No adulterated, misbranded or impure products shall be sold or kept for sale by Concessionaire.

b. Concessionaire expressly agrees, pursuant to Section 2.132.130(c) of the Los Angeles County Code that no advertising for alcohol or tobacco products is permitted on

County owned or operated property, which includes the premises that are the subject of this Agreement.

c. The maximum number of food and non-alcoholic booths is fifty-five (55), (twenty-five non-alcoholic booths and thirty food booths). The list and types of food and non-alcoholic beverages, and the proposed prices for each must be submitted in writing for approval by the Director and the District Engineer. Concessionaire shall be responsible for obtaining the necessary permits and to comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances.

d. Any changes in the types and/or prices of food or non-alcoholic beverages must receive prior written approval by the Director and the District Engineer before any change takes effect. All necessary licenses and permits required for the operation of the food or non-alcoholic beverage booths shall be ready for inspection and reinspection at any reasonable time during operation of each event and throughout the term of this Agreement.

13.18.2 Game Booths

a. The maximum number of game booths is twenty (20). The list and types of the games and the proposed prices to play each game must be submitted in writing for approval by the Director and the District Engineer. Concessionaire shall be responsible for obtaining the necessary permits and to comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances.

b. Any changes in the types and/or prices of the games must receive prior written approval by the Director and the District Engineer before any change takes effect. All necessary licenses and permits required for the operation of the game booths shall be ready for inspection and re-

inspection at any reasonable time during operation of each event and throughout the term of this Agreement.

13.18.3 Merchant Booths

a. Concessionaire shall provide and maintain an inventory of merchandise and goods required to meet the needs of the public therefore. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire and all merchandise kept on hand by Concessionaire shall be stored and handled with due regard for safety and sanitation. In the event that the Director determines that any merchandise and/or food products are below first class, the Director shall have the right to order the improvement of the quality of any such items kept or offered for sale. The Director shall have the right to prohibit the sale or rental of any item of merchandise on finding(s) that the item is of inferior quality and/or that the item is not necessary for proper service to the public.

b. The maximum number of merchant booths is twenty-five (25). The list and types of merchandise to be sold or offered to the public and the proposed prices must be submitted in writing for approval by the Director and the District Engineer. Concessionaire shall be responsible for obtaining the necessary permits and to comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances.

c. Any changes in the types and/or prices of merchandise to be sold or offered to the public must receive prior written approval by the Director and the District Engineer before any change takes effect. All necessary licenses and permits required for the operation of the merchant booths shall be ready for inspection and reinspection at any

reasonable time during the operation of each event and throughout the term of this Agreement.

13.18.4 Intergenerational Rides

a. The nature, extent, and the number of intergenerational carnival rides (maximum of 36). The list of rides, picture of each ride, safety zone of each ride and the "C" numbers of each ride and the proposed prices to ride each must be submitted in writing for approval by the Director and the District Engineer. Concessionaire shall be responsible for obtaining the necessary permits and applicable insurance certificates and to comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances.

b. Any change or replacement of any ride and/or change in the prices charged to the public must receive prior written approval by the Director and the District Engineer before any change takes effect. All necessary licenses and permits required for the operation of any ride shall be ready for inspection and reinspection at any reasonable time during the operation of each event and throughout the term of this Agreement.

13.19 Safety

13.19.1 Concessionaire shall immediately correct any unsafe condition of the Concession Premises, as well as any unsafe practices occurring thereon. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness, or injury occurring on the Concession Premises. Concessionaire shall cooperate fully with County in the investigation of any injury or death occurring on the Concession Premises, including a prompt report thereof to the Director and the District Engineer.

13.19.2 Concessionaire shall be responsible for the operation at a minimum of one (1) first-aid and one (1) lost and found station. The first-aid station shall be staffed by qualified person(s) during each day each event is opened to the public and shall be subject to approval by the Director and the District Engineer.

13.19.3 Inclement Weather

Concessionaire shall make initial assessment of Concession Premises to determine if safe for use by the public.

13.19.4 In the event County observes the Concession Premises is unsafe due to weather conditions and/or other hazardous elements, County may have the sole discretion to close the facility to prevent any injuries.

13.20 Sanitation

No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Concession Premises. Concessionaire shall prevent the accumulation of trash and debris for a distance of one hundred (100) feet from the Concession Premises. Concessionaire shall provide that all refuse is collected as often as necessary, and in no case less than once a day, and shall pay all charges which may be made for the removal thereof. Concessionaire shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the Concession Premises and the area within a distance of one hundred (100) feet thereof in a sanitary condition. Portable restrooms, as discussed in 13.9.1 above, shall be cleaned and inspected no less than four (4) times daily and pumped out at least once per day.

13.21 Security

13.21.1 Concessionaire, at its sole expense, shall provide security services during the term of this Agreement for the purpose of

protecting the Concession Premises from theft, burglary, vandalism, and for crowd control.

13.21.2 Concessionaire will be responsible for providing overnight security service for the purpose of protecting the Concession Premises from theft, burglary, vandalism, etc., between the hours of 10:00 p.m. and 7:00 a.m. This service is subject to review and approval as stated in Subsection 13.21.4 hereinafter.

13.21.3 Concessionaire shall provide licensed and bonded security officers, law enforcement, or retired Sheriff's law enforcement and shall be responsible for security as discussed in Paragraph 13.21.1 above for a distance of one hundred (100) feet from the Concession Premises. Concessionaire must utilize the Los Angeles County approved Vendor List when choosing the licensed and bonded security officers; each security company must be registered on the County's WebVen.

13.21.4 Concessionaire's security operation plan and evacuation plan for each event shall be subject to the review and approval by the Los Angeles County Sheriff's Department, Los Angeles County Fire Department, California Highway Patrol and the District Engineer. All changes, amendments or recommendations by the County shall be implemented by Concessionaire prior to the set-up date for each event. Concessionaire shall submit its plans for review and approval thirty (30) days prior to the set-up date for each event, no later than 5:00 p.m.

13.21.5 In the event that the Los Angeles County Sheriff's Department and the Concessionaire do not mutually agree upon the security operation plan and evacuation plan, then either party

may request a meeting with the Director to review the recommended security operation and evacuation plans.

- Upon approval of the security operational plan and evacuation plan, the Sheriff's Department shall provide the Concessionaire with an operational schedule with total deployed law enforcement personnel.

13.21.6 The Concession Premises cannot be used for human habitation but may be used as approved by the Director and the District Engineer for overnight camping for security purposes. During the operation of each event ***and on weekends only***, vendors may remain on-site within areas as approved and designated by the Director and USACE in order to secure their personal property, belongings, and event merchandise. Children under the age of eighteen (18) are prohibited from staying overnight.

13.21.7 Notwithstanding any other provision of this Agreement, Concessionaire shall pay the cost for specific and/or extraordinary services incurred should there be any disorders requiring the support from the below mentioned public agencies, but not limited to, the Department of Parks and Recreation, Los Angeles County Sheriff, Los Angeles County Fire Department, and the California Highway Patrol.

13.22 Security Devices

Concessionaire, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Concession Premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director and the District Engineer.

13.23 Signs

Concessionaire shall not post signs upon Concession Premises or improvements thereon unless prior approval thereof is obtained from the

Director. Signs shall also be subject to review and control by the District Engineer in accordance with the Master Agreement.

13.24 Temporary Structures/Equipment

Concessionaire, at its own expense, shall provide and install all temporary structures, fixtures, and equipment that are required for the operation of each event. Concessionaire shall remove same from the premises no later than date set for the take-down and removal of said temporary structures, fixtures and equipment. Should Concessionaire fail to so remove said temporary structures, fixtures, and equipment, within said period, Concessionaire shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse County for any cost as determined by the Director incurred in excess of any consideration received from the sale, removal or demolition thereof.

13.25 Utilities

13.25.1 Concessionaire shall provide all necessary utilities at its sole cost, with the exception of water, which shall be provided by the County. The water shall be used for plants and sanitation purposes only.

13.25.2 Concessionaire shall not in any way alter or modify any of the County‘s utilities systems and/or equipment without specific authorization from the Director.

13.26 Vendors

13.26.1 <u>Vendor List</u>

Concessionaire shall submit for the Director and the District Engineer to review and for approval on or before the date set for the set-up of each event, no later than 5:00 p.m., a tentative list of vendors, and the services, products and/or merchandise being provided to the public by said vendors. Only those vendors authorized by the Director will be allowed within the Concession Premises. Concessionaire’s finalized

list of vendors including name, (and DBA if any) all pertinent contact information, plus the list of products and/or merchandise to be sold or services provided, and insurance requirements, if warranted, shall be submitted for Director's review thirty (30) days prior to the set-up date of each event.

13.26.2 Any changes to the list of vendors, the services, products and/or merchandise being sold or provided to the public by said vendors must be submitted in writing and receive prior written approval by the Director and the District Engineer before any change takes effect.

14.0 TERMS AND CONDITIONS

14.1 AGREEMENT ENFORCEMENT

14.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

14.1.2 Any officers and/or authorized employees of County or the Corps of Engineers may enter upon the Concession Premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Concession Premises.

14.1.3 In the event County commences legal proceedings for the enforcement of this Agreement or recovery of the Concession Premises herein, Concessionaire does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

14.2 CANCELLATION

14.2.1 Upon the occurrence of any one or more of the events of default hereinafter described in Subparagraph 14.12, this Agreement shall be subject to cancellation. As a condition

precedent thereto, the Director shall give Concessionaire ten (10) days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

14.2.2 Upon cancellation, County shall have the right to take possession of the Concession Premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

14.2.3 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

14.2.4 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this Agreement to undertake any and all action that may be required in order to prevent a cancellation of this Agreement and a forfeiture of the use granted. Accordingly, the Director shall send a copy of any intended cancellation of this Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new Concessionaire under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the

correction thereof within such time as may be allowed by the Director.

14.2.5 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Concessionaire was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

14.3 COMPLIANCE WITH CIVIL RIGHTS LAW

The Concessionaire hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Concessionaire shall comply with Exhibit G, Concessionaire's EEO Certification.

14.4 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMNT

Concessionaire acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Concessionaire understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Concessionaire's place of business. County's District Attorney will supply Concessionaire with the poster to be used.

14.5 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Concessionaire's place of business. The Concessionaire will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Concessionaire with the poster to be used.

14.6 CONCESSIONAIRE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

14.6.1 In the event the Director determines that there are deficiencies in Concessionaire's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Concessionaire to correct said deficiencies within specified time frames.

14.6.2 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames the Director may, at his option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under the Sub-Section 14.26 (Right of Entry) and/or (3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the obligations for use granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is $250.00 per day for each day of the period of time that the deficiencies exist, and

that Concessionaire shall be liable to County for liquidated damages in said amount.

14.7 CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT

14.7.1 Responsible Concessionaire

A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Concessionaires.

14.7.2 Chapter 2.202 of the County Code

The Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Concessionaire on this or other Agreements which indicates that the Concessionaire is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Concessionaire from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Concessionaire may have with the County.

14.7.3 Non-responsible Concessionaire

The County may debar a Concessionaire if the Board of Supervisors finds, in its discretion, that the Concessionaire has done any of the following: (1) violated a term of a Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Concessionaire's quality, fitness or capacity to perform an Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects

on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

14.7.4 Contractor Hearing Board

1. If there is evidence that the Concessionaire may be subject to debarment, the Department will notify the Concessionaire in writing of the evidence which is the basis for the proposed debarment and will advise the Concessionaire of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Concessionaire and/or the Concessionaire's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. The Concessionaire and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Concessionaire has been debarred for a period longer than five (5) years, that Concessionaire may after the

debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Concessionaire has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Concessionaire has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The

Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

14.7.5 Subcontractors of Concessionaire

These terms shall also apply to Subcontractors of County Concessionaires.

14.8 CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

14.8.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

14.8.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Concessionaire's duty under this Agreement to comply with all applicable provisions of law, Concessionaire warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14.9 CONCESSIONAIRE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

14.9.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are currently in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

14.9.2 Unless Concessionaire qualifies for an exemption or exclusion, Concessionaire warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County code Chapter 2.206.

14.10 CONFLICT OF INTEREST

14.10.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Concessionaire or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Concessionaire who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

14.10.2 The Concessionaire shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Concessionaire warrants that it is not now aware of any facts that create a conflict of interest. If the Concessionaire hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately

make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

14.11 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Concessionaire's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Concessionaire's compliance with all Agreement terms and performance standards. Concessionaire deficiencies that County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Concessionaire. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

14.12 EVENTS OF DEFAULT

14.12.1 The abandonment, vacation or discontinuance of operations on the Concession Premises for more than two (2) consecutive days during the time each event to the public, without approval thereof by the Director.

14.12.2 The failure of Concessionaire to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

14.12.3 The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.

14.12.4 The failure to maintain the Concession Premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory

condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.

14.12.5 The failure of Concessionaire to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

14.12.6 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of State and/or Federal laws thereon.

14.12.7 Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Director.

14.12.8 Failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

14.13 FAIR LABOR STANDARDS

The Concessionaire shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising

under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Concessionaire's employees for which the County may be found jointly or solely liable.

14.14 FORCE MAJEURE; TIME EXTENSIONS

14.14.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

14.14.2 Notwithstanding the foregoing, a default by a subcontractor of Concessionaire shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Concessionaire and such subcontractor, and without any fault or negligence of either of them. In such case, Concessionaire shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Concessionaire to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

14.14.3 In the event Concessionaire's failure to perform arises out of a force majeure event, Concessionaire agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

14.15 GOVERNING LAW, JURISDICTION, and VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Concessionaire agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

14.16 INDEPENDENT CONCESSIONAIRE

This Agreement is by and between the County of Los Angeles and Concessionaire and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Concessionaire. Concessionaire understands and agrees that all persons furnishing services on behalf of Concessionaire pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Concessionaire and not of County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

14.17 INDEMNIFICATION

The Concessionaire shall indemnify, defend and hold harmless the County, its Special Districts, the United States, the County of Los Angeles Flood Control District, their elected and appointed officers, employees, and agents (Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement except for such loss or damage arising from the sole negligence or willful misconduct of the Indemnitees.. Concessionaire's duty to indemnify the County, the United States, and the County of Los Angeles Flood Control District, their agents, officers, and employees shall survive the expiration or other termination of this Agreement.

14.18 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Concessionaire's indemnification of County and the United States, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 14.18 and 14.19 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Concessionaire pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Concessionaire for liabilities which may arise from or relate to this Agreement.

14.18.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and the County of Los Angeles Flood Control District, their agents, officers, and employees (defined below) have been given Insured status under the Concessionaire's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Concessionaire's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Concessionaire and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named

on the Certificate shall match the name of the Concessionaire identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Concessionaire, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Parks and Recreation
Contracts, Golf and Special Districts Division
301 North Baldwin Avenue
Attention: Kandy Hays, Chief

Concessionaire also shall promptly report to County any injury or property damage accident or incident, including any injury to a Concessionaire employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Concessionaire. Concessionaire also shall promptly notify County of any third party claim or suit filed against Concessionaire or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Concessionaire and/or County.

14.18.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, the County of Los Angeles Flood Control District, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Concessionaire's General Liability policy with respect to liability arising out of Concessionaire's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Concessionaire's acts or omissions, whether such liability is attributable to the Concessionaire or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.18.3 Cancellation of or Changes in Insurance

Concessionaire shall provide County with, or Concessionaire's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

14.18.4 Failure to Maintain Insurance

Concessionaire's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Concessionaire, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Concessionaire resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Concessionaire, deduct the premium cost from sums due to Concessionaire or pursue Concessionaire reimbursement.

14.18.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

14.18.6 Concessionaire's Insurance Shall Be Primary

Concessionaire's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Concessionaire. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Concessionaire coverage.

14.18.7 Waivers of Subrogation

To the fullest extent permitted by law, the Concessionaire hereby waives its rights and its insurer(s)'s rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Concessionaire shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

14.18.8 Sub-Contractor Insurance Coverage Requirements

Concessionaire shall include all Sub-Contractors as insureds under Concessionaire's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Concessionaire shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Concessionaire as additional insureds on the Sub-Contractor's General Liability policy. Concessionaire shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

14.18.9 Deductibles and Self-Insured Retentions (SIRs)

Concessionaire's policies shall not obligate the County to pay any portion of any Concessionaire deductible or SIR. The County retains the right to require Concessionaire to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Concessionaire's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.18.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Concessionaire understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.18.11 Application of Excess Liability Coverage

Concessionaires may use a combination of primary, and excess insurance policies which provide coverage as broad as

("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.18.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

14.18.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Concessionaire use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

14.18.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

14.19 INSURANCE COVERAGE REQUIREMENTS

14.19.1 Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$5,000,000
Products/Completed Operations Aggregate:	$5,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$5,000,000
Fire Legal Liability	$ 100,000

14.19.2 Automobile Liability

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $5 million for bodily injury and property damage, in combined or equivalent

split limits, for each single accident. Insurance shall cover liability arising out of Concessionaire's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

14.19.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Concessionaire will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Concessionaire's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.19.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $250 THOUSAND per claim and $250 THOUSAND aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14.19.5 Property Coverage

Contractors given use of County owned or leased property for storage of contractor's personal property, shall carry property

coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.19.6 Periods of Construction

During the period(s) of construction as required or authorized herein, and in addition to the aforementioned insurance coverage, Concessionaire shall provide the following forms and amounts of insurance:

a. Builder's All-Risk Insurance: including flood coverage, covering the entire work, against loss or damage until completion and acceptance by the Director. Insurance shall be in an amount for the replacement value of the improvements and endorsed for broad form property damage, breach of warranty, explosion, collapse, and underground hazards. Deductibles shall not exceed five percent (5%) of the construction cost.

b. Professional Liability: insurance covering liability arising from any error omission, or negligent act of the Concessionaire, its officers, employees, contractors, or agents with a limit of not less than One Million Dollars ($1,000,000) per claim.

14.20 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

14.20.1 The Concessionaire certifies and agrees that all persons employed by it, it's affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political

affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

14.20.2 The Concessionaire shall certify to and comply with the provisions of Exhibit G, Concessionaire's EEO Certification.

14.20.3 The Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

14.20.4 The Concessionaire certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

14.20.5 The Concessionaire certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.

14.20.6 The Concessionaire shall allow County representatives access to the Concessionaire's employment/volunteer records during

regular business hours to verify compliance with the provisions of this Sub-Paragraph 14.20 when so requested by the County.

14.20.7 If the County finds that any provisions of this Sub-Paragraph 14.20 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Concessionaire has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Concessionaire has violated the anti-discrimination provisions of this Agreement.

14.20.8 The parties agree that in the event Concessionaire violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

14.21 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

The Concessionaire shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit E.

14.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Concessionaire shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

14.23 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; facsimile or email or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Concessionaire shall be **O Entertainment, Attention: Roy Hassett, 539 East Bixby Road, Suite 59, Long Beach, California 90807.** The address to be used for any notice served by mail upon County shall be: Department of Parks and Recreation, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007, or such other place as may hereafter be designated in writing to Concessionaire by the Director. Service by mail; facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

14.24 PUBLIC RECORDS ACT

14.24.1 Any documents submitted by Concessionaire; all information obtained in connection with the County's right to audit and inspect Concessionaire's documents, books, and accounting records pursuant to Paragraph 8.0 of this Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this Agreement,

become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

14.24.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Concessionaire agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

14.25 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Concessionaire agrees to use recycled-content paper to the maximum extent possible on this Agreement.

14.26 RIGHT OF ENTRY

14.26.1 Any officers and/or authorized employees of the Corps of Engineers and County may enter upon the Concession Premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Concession Premises.

14.26.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of five (5) days, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the Concession Premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said Concession Premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublease or sublicense the Concession Premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of County upon the Concession Premises for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

14.26.3 No re-entry or taking of the Concession Premises by County pursuant to Sub-Paragraph 14.26.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Concessionaire or unless the termination thereof be decreed by a court of competent jurisdiction.

14.27 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

14.28 SUBLICENSES

14.28.1 Concessionaire shall not, without the prior written consent of the Director and the District Engineer, sublicense any portion of the Concession Premises, or sublicense any of the operation or activities authorized or required by this Agreement.

14.28.2 In the event the County determines that the Concessionaire has violated the sublicense provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the sublicense provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is One Thousand Dollars ($1,000.00) and that the Concessionaire shall be liable to County for liquidated damages in said amount.

14.29 SURRENDER OF CONCESSION PREMISES

Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the Concession Premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that Paragraph 5.6 hereinbefore may be applicable thereto.

14.30 TAXES AND ASSESSMENTS

14.30.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, including but not limited to possessory interest taxes,

assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Concession Premises and any improvements located thereon.

14.30.2 Concessionaire shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

14.31 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Concessionaire to maintain compliance with the requirements set for in Subsection 14.8, Concessionaire's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Concessionaire under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the county Board of Supervisors may terminate this Agreement pursuant to Subsection 14.2, Cancellation.

14.32 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM

Failure of Concessionaire to maintain compliance with the requirements set for in Paragraph 14.9, Concessionaire's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of concessionaire to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Concessionaire, pursuant to County code chapter 2.206.

14.33 TERMINATION FOR CONVENIENCE; SUSPENSION; REIMBURSEMENT ON NON-AMORTIZED FUNDS

14.33.1 Termination for Convenience. This Agreement may be terminated, in whole or in part, by County in its sole discretion.

Termination of Agreement hereunder shall be effected by delivery to Concessionaire of a written notice of termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than one hundred eighty (180) days after notice.

14.33.2 Suspension. County, at its convenience, and without further liability, may suspend Concessionaire's performance under this Agreement, in whole or in part, by written notice to Concessionaire from the Director specifying the effective date and extent of the suspension.

14.33.2.1 Concessionaire shall immediately discontinue all services unless otherwise indicated by Director.

14.33.2.2 In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for convenience at the option of either party, upon written notice to the other party.

14.33.3 Reimbursement of Non-Amortized Funds.

14.33.3.1 In the event that the County effects a notice for the termination for convenience clause as indicated in Paragraph 14.33.1 above, the County shall be required to pay the Concessionaire the unamortized costs of the Concessionaire's capital investment as set forth in Paragraph 14.33.3.2 hereinafter.

14.33.3.2 The County and Concessionaire agree that the Concessionaire made an initial capital investment of **Six Hundred Twenty-Five Thousand Dollars ($625,000)** under this Agreement for the benefit of

the County. This amount shall be amortized over the term of this Agreement on a straight-line basis and shall be tiered in one year segments by taking the total actual capital investment by the Concessionaire and then dividing it by the actual term of the Agreement.

14.34 TERMINATION FOR IMPROPER CONSIDERATION

14.34.1 County may, by written notice to Concessionaire, immediately terminate the right of Concessionaire to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Concessionaire, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Concessionaire's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by the Concessionaire.

14.34.2 Concessionaire shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Concessionaire in writing by County

14.34.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

14.35 TERMINATION FOR INSOLVENCY

14.35.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Concessionaire. The Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Concessionaire is insolvent within the meaning of Federal Bankruptcy Code;

14.35.2 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Concessionaire under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Concessionaire; or

14.35.3 The rights and remedies of County provided in this Sub-Section 14.35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14.36 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Concessionaire and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Concessionaire or any County Lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

14.37 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

14.37.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Whittier Narrows Recreation Area and the Concession Premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Concessionaire with notice of termination or assignment of this Agreement pursuant to this provision.

14.37.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Whittier Narrows Recreation Area, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Concessionaire shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Concessionaire of such park closure.

14.38 TRANSFERS

14.38.1 Concessionaire shall not, without written consent of the Director, transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage without the written consent of the Director shall be null and void, and shall constitute a material breach of this Agreement.

14.38.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.

14.38.3 The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall

terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Concessionaire, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

14.38.4 Shareholders and/or partners of Concessionaire may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Concessionaire to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the Director's approval thereof shall be required. Consent to any such transfer shall be refused if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the operation of the Whittier Narrows Recreation Area.

14.38.5 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

14.38.6 In the event Concessionaire shall request the prior written consent of Director to give, assign, transfer or grant control of this Agreement, and Director gives written consent to the assignment, a transfer fee equal to twenty percent (20%) of the gross sales price shall be paid to County. Said sum shall

be payable to County in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

a. A transfer of an undivided interest in the agreement between or among co-workers or affiliated entities which results in a change in method of holding title but does not result in a change to the proportional interests held by the co-owners or affiliated entities prior to the transfer;
b. An assignment which serves as security for the repayment of a loan from any lender but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;
c. A transfer of title of the agreement to a lender purchaser at the foreclosure sale under a deed of trust on the property or by assignment to the lender or its nominee in lieu of foreclosure;
d. Such other assignment for which the Director determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Concessionaire without any other

change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby. The Director's decision in such cases may be appealed to the Board of Supervisors within ten (10) days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Concessionaire in the event the Director's decision is reversed.

14.39 WAIVER

14.39.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estoppels County from enforcing the full provisions thereof.

14.39.2 No delay, failure, or omission of County to re-enter the Concession Premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

14.39.3 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by County of any default.

14.39.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

14.40 WARRANTY AGAINST CONTINGENT FEES

14.40.1 The Concessionaire warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Concessionaire for the purpose of securing business.

14.40.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.41 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

14.42 ARTIFICIAL TRANS FAT REDUCTION PROGRAM:

14.42.1 Concessionaire agrees that it will participate in the County's Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 grams or more of artificial trans fat per serving be stored, distributed, held for

service, and/or used in the preparation of any menu item or in the Concession Premises, except for food that is being served directly to consumers in a manufacturer's original sealed package. Concessionaire shall provide the written certification attached hereto as Exhibit K stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at www.lapublichealth.org.

14.42.2 Within 5 days of the County's execution of this Contract, Concessionaire shall submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant. Concessionaire's failure to do either of the foregoing shall constitute a material breach of this Contract and shall be grounds for immediate termination by the County. County shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.

14.42.3 Upon County's approval of the Concessionaire's participation in the ATFR Program, Concessionaire shall have the same rights and obligations as any voluntary member of the ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.

14.42.4 In addition to any remedies provided the County by the ATFR Program's rules, any failure by Concessionaire to comply with the ATFR Program standards shall constitute a material breach of this Contract entitling the County to terminate the Contract in its entirety or, if the Concessionaire provides service to multiple Concession Premises, with respect to the

non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following:

1. Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Concessionaire's breach of this Section 14.42. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per day per non-compliant facility and that Concessionaire shall be liable to County for that amount.
2. Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Concession Premises and from any other location where such materials are used by the Concessionaire, including without limitation menus, menu boards, and dining table tent cards.
3. Require Concessionaire to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

14.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Concessionaire shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Concessionaire shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Concessionaire agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment

records, appropriate documentation for voided transactions (including approval for the void), and proprietary data and information, shall be kept and maintained by the Concessionaire and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Concessionaire shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

14.43.1 In the event that an audit of the Concessionaire is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Concessionaire or otherwise, then the Concessionaire shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Concessionaire's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

14.43.2 Failure on the part of the Concessionaire to comply with any of the provisions of this Sub-paragraph 14.43 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

14.43.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Concessionaire regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the

County to the Concessionaire, then the difference shall be either: a) repaid by the Concessionaire to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Concessionaire from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Concessionaire, then the difference shall be paid to the Concessionaire by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

14.43.4 If the County notifies the Concessionaire that the Concessionaire did/does not, to the reasonable satisfaction of the County (1) adequately maintain the documents required under Section 14.43 of the contract, and/or (2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions that would not be prevented and/or detected in the normal course of business, and/or (3) if the County is not able to reasonably determine whether the Concessionaire reported and paid the correct amount due to the County under this contract, then the County will assess penalties specified in this section upon the Concessionaire.

14.43.5 The parties hereby agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to meet the requirements of this section of the contract, and that a reasonable estimate of such damages shall range from (1) $3,000 to $4,000 for the period of time that the County determines the Concessionaire did not meet the requirements under this section of the

contract, and/or (2) termination of this contract, determined at the sole discretion of the County.

14.43.6 In the event the County hires an Independent Certified Public Accounting firm (CPA) to perform an audit of the Concessionaire's gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Concessionaire, the CPA is unable to issue an unqualified opinion as to gross receipts for the Concessionaire, the CPA may employ alternative methods to impute rent for the period of inadequate records and calculate rent due. The CPA (or the Count) may use the Concessionaire's gross receipts last audited (in which an unqualified audit opinion was expressed), inflated by the Consumer Price Index for All Urban Consumers for the Los Angeles, Riverside, and Orange County areas. Interest/late fees may also be separately applied. In addition, the County may require the Concessionaire to pay for the cost of the CPA's audit.

14.43.7 In the event the County and/or a CPA firm concludes that the Concessionaire under-reported Gross Receipts to the County, and that under-reporting is equal to or greater than 5% of the current or previous year's Gross Receipts reported by the Concessionaire, as determined at the sole discretion of the County, the Concessionaire shall pay for the cost of the CPA's audit and/or the County's review (including County costs associated with the CPA's audit, such as monitoring the audit, etc.).

14.43.8 Concessionaire shall at all times during contract period and for five (5) years after the termination/expiration of the contract, keep, or cause to be kept, locally, to the reasonable satisfaction of the County true, accurate, and complete records for all

accounting years covered by this contract. Records will show all transactions relative to the conduct of operations, and be supported by data of original entry. Records shall detail transactions conducted on or from the premises separate and apart from those in connection with Concessionaire's other business operations, if any.

14.43.9 All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip. Cash registers shall have locked in sales totals and transaction counters that constantly accumulate and cannot be reset, and issue a tape (or other equivalent security mechanism) that imprints sequential transaction numbers and sales details. Beginning and ending cash register readings shall be made a matter of daily record. Signs shall be visibly posted near all cash registers requesting the payer to ask the cashier for a receipt and, if possible, the sign should include a sample of the appropriate receipt.

14.44 CONCESSIONAIRE PERFORMANCE

The County maintains databases that track/monitor concessionaire performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

14.45 GREEN INITIATIVES

Concessionaire shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Concessionaire shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Concessionaire's products prior to their use.

15.0 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

The Concessionaire is required to comply with the County's policy on restricting its purchase and use of EPS food containers on County-owned facilities.

16.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire agreement between County and Concessionaire, and Concessionaire's subcontractors, if any, for the use granted at Whittier Narrows Recreation Area for the operation of a festivals and fairs concession. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the operation of a festivals and fairs concession and the Concession Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

17.0 AUTHORIZATION WARRANTY

Concessionaire represents and warrants that the signatory to this Agreement is fully authorized to obligate Concessionaire hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

/

/

/

/

/

/

IN WITNESS WHEREOF, Concessionaire has executed this Concession Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Concession Agreement to be executed on its behalf by the Director of the Department of Parks and Recreation, the month, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Russ Guiney
Director, Parks and Recreation

CONCESSIONAIRE
O Entertainment

By_____

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By_____
Christina A. Salseda
Principal Deputy County Counsel

Corporate - Single

STATE OF CALIFORNIA }
} **s.s.**
COUNTY OF LOS ANGELES }

On this **4TH** day of **December**, **2013**, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared **Roy Hassett**, as the **President** of **O Entertainment, Inc.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dean C. Logan
Registrar-Recorder/County Clerk
County of Los Angeles

By _____
Deputy County Clerk

EXHIBIT A

561198

BOARD OF SUPERVISORS' COPY

DEPARTMENT OF THE ARMY

LEASE No. DACW09-1-86-43

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

WHITTIER NARROWS FLOOD CONTROL BASIN
LOS ANGELES COUNTY, CALIFORNIA PROJECT AREA

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to the COUNTY OF LOS ANGELES, a political subdivision of the state of California, hereinafter referred to as Lessee, a lease for a period of fifty (50) years commencing on 1 June 1986, and ending on 31 May 2036, to use and occupy approximately 1,252.04 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Whittier Narrows Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", numbered 142-K-122.5, dated 11 February 1957, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area, and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above cited Act of Congress.

2. The lessee shall administer and maintain the premises in accordance with the U.S. Army Engineers' Master Plan and the implementing General Development Plan for the premises and with an Annual Management Program to be mutually agreed upon between the lessee and the U.S. Army District Engineer in charge of the administration of the project, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U.S. Army Engineers and the lessee, including improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

c. Personnel to be used in the management of the area.

3. The lessee shall provide the facilities and services necessary to meet the public demand either directly or through concession agreements/subleases or licenses with third parties. All such agreements shall state that they are granted subject to the provisions of this lease and that the concession agreement/subleases or licenses will not be effective until approved by the District Engineer.

4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of the premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.

5. The amount of [illegible] and all rates and prices charg[illegible] b[illegible]e lessee or its concessionaires for accomm[illegible]dations, food (except packaged goods,, and services furnished or sold to the public shall be subject to the prior approval of the District Engineer. The lessee shall, by 15 April and 15 October of each year, submit to the District Engineer for approval a list of the fees, rates and prices proposed for the following 6 months, including justification for any proposed increase or decrease. The District Engineer will give written notice to the lessee of his approval of or objection to any proposed fee, rate or price and will, if appropriate, state an approved fee, rate or price for each item to which an objection has been made. The lessee and/or its concessionaires shall keep a schedule of such fees, rates or prices posted at all times in a conspicuous place on the leased premises.

6. All monies received by the lessee from operations conducted on the premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the District Engineer at the end of each 5-year period. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts, and to require the lessee to audit the records and accounts of third party concessionaires, and furnish the District Engineer a copy of the results of such an audit.

7. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer,* Further, the lessee shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

8. The right is reserved to the United States, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof.

9. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to the satisfaction of the District Engineer.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

11. That at the time of the commencement of this lease, the lessee will ~~obtain from a reputable insurance company~~ have in its possession, acceptable to the Government, liability or indemnity insurance providing for minimum limits of $100,000.00 per person in any one claim, and an aggregate limit of $1,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and $ 250,000.00 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease.

*(7. Continued) it being understood that no permanent type of recreational building or accessory facilities shall be erected on the land below elevation 215 M.S.L., except that open-type structures may be erected between elevations 215 M.S.L. and elevation 210 M.S.L. upon written approval of plans of such structures by the said District Engineer.

12. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least 30 days' notice in writing. NOT APPLICABLE

13. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 30 days after notice thereof in writing by the District Engineer.

14. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

15. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color or national origin in the conduct of its operations hereunder. The grantee furnishes as part of this contract an assurance (Exhibit) that he will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations. and that it will obtain such assurances from all its concessionaires.

16. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to the County of Los Angeles, 433 South Vermont Avenue, Los Angeles, CA 90020, if to the Government, to the District Engineer, U.S. Army Engineer District, L. A., P.O. Box 2711, L.A., CA 90053-2325, ATTN: Real Estate Division. or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

17. This lease is subject to all existing easements, and easements subsequently granted, for roadways, and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not be granted which will interfere with developments, present or proposed, by the lessee.

NOTE: Conditions 18-34 are set out on pages 4-7, attached.

IN WITNESS WHEREOF I have hereunto set my hand this 14th of June, 19 88

for Gordon M. Hobbs
Assistant for Real Property
OASA(I&L)

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 14th day of April, 19 87

ATTEST:
LARRY J. MONTEILH
Executive Officer-Clerk
the Board of Supervisors

BY: Joyce Harris
Deputy

APPROVED AS TO FORM:
DE WITT W. CLINTON-County Counsel

BY: Eric R. Young

COUNTY OF LOS ANGELES

Chairman, Board of Supervisors

NOT APPLICABLE

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

68 APR 14 1987

L J Monteilh

LARRY J. MONTEILH
EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LARRY J. MONTEILH
Executive Officer
Clerk of the Board of Supervisors

By Joyce Harris
DEPUTY

18. That in order to protect the United States and the Los Angeles County Flood Control District and the lessee against claims for damages which might arise out of the use and occupation of said leased premises by persons to whom the lessee may grant concessions, licenses or subleases, the lessee herein agrees to insert a condition in each such concession, or license which it grants pursuant to Condition No. 10 hereof, which shall be in substantially the following form:

> The concessionaire, licensee or sublessee, in consideration of the granting of this concession, license or sublease, agrees to hold the United States, the Los Angeles County Flood Control District, and the County of Los Angeles harmless from any and all claims or rights of action for damages which may or might arise or accrue to said concessionaire, licensee or sublessee, his officers, agents, servants, employees, or others who may be on the leased premises at his invitation or the invitation of any one of them, by reason of injuries to the property, or the person of any of them resulting from the entry upon or the use of the leased premises, by the United States, the Los Angeles County Flood Control District, the County of Los Angeles, or any one of them, at any time, for any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the leased premises, or any part thereof, when in the judgment of any of them, such flooding is necessary in connection with flood control work.

19. Signed copies of each concession, license or sublease granted by the lessee herein shall be furnished to and filed with the said District Commander.

20. The lessee and its sublessees may conduct such revenue-producing activities as are within the scope of Condition 2 above. Except for timber salvaged and sold by the county when in the way of construction, all sales of forest products will be conducted by the Government and the proceeds therefrom shall not be available to the lessee under the provisions of this lease. Non-price supported crops may be cultivated either directly, or on a share-cropping basis to the extent the crop is required to

provide food and habitat for wildlife. The Government reserves the right to lease lands covered by this instrument for agricultural or grazing purposes, unless the enhancement of the fish/wildlife habitat is essential to the conservation and development of the premises by the lessee. In the latter event, the sublease will be approved in writing by the Government. The lessee will reserve at least one area at which access to the project may be reached without imposition of fees of any kind. No facilities need be provided at this area by the lessee, but normal maintenance and clean-up will be provided.

21. The rates and prices charged by the lessee or its grantees for revenue-producing activities shall be reasonable and comparable to rates charged for similar goods and services by others in the area and on the reservoir. The Government shall have the right to review such rates and prices and require an increase or reduction where it finds the objective of this condition has been violated.

22. In acting under its rights and obligations hereunder, the lessee agrees to comply with all applicable Federal and State laws and regulations.

23. The lessee shall be responsible for operation, maintenance and replacement without cost to the Government, of all facilities developed on the premises for recreational opportunities. As used in this lease, the term "replacement" shall be construed to mean the replacement in whole or in part of any structures or improvement so worn or damaged by any cause as to no longer adequately serve its designed function with normal maintenance. The lessee shall maintain all lands, waters and facilities on the premises in a manner satisfactory to the Government. If any other property of the Government is damaged or destroyed by the lessee incident to the exercise of the privileges herein granted it shall be promptly repaired or replaced by the lessee to the satisfaction of the Government.

24. The Government or its assignees will operate and maintain those lands, structures, and facilities such as but not limited to the inlet structure, outlet works, service roads and any facilities required for control and regulation of waters passing through the project.

25. That no human habitation will be permitted on the premises. This will not be construed to prohibit the lessee from providing properly designed and approved guard-stations for night watchman or other patrolmen.

26. That the right is reserved to the United States to renew or enter into leases for agricultural use of any of the lands covered by this lease and not being developed by the lessee for park and recreational purposes, pending written notice by the lessee to the District Commander prior to 1 July of any given year of its desire to develop such lands for said purposes, such desired lands to be generally contiguous to lands already developed for park and recreational purposes, and the District Commander shall terminate or modify said agricultural leases, effective 31 December of the year notice is given.

27. That the right is hereby reserved to the United States to conduct sales of its remaining surplus improvements on unimproved land within the demised premises and to construct, or to permit the construction of, facilities for military requirements and for communications, electrical distribution or transmission, water supply, flood channels, sewage disposal and similar purposes on the premises, and the lessee shall have no claim for compensation or damages of any character on account thereof.

28. That the lessee shall not permit on the premises gambling or any games of chance, or install or operate, or permit to be installed and operated, any devices where money is exchanged for money, or any devices or concessions which are contrary to good morals or are otherwise objectionable.

29. That it is understood that this instrument is effective only insofar as the rights of the United States in the property covered by this lease are concerned, and the lease shall obtain such permission as may be necessary on account of any other existing rights.

30. That the United States acquired no mineral rights within the leased area and nothing within this lease shall be construed to indicate that the United States, in granting this lease prohibits drilling or exploration work by owners of mineral rights or their lessees.

31. That any and all references to the term District Engineer is changed to read District Commander.

32. The lessee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The lessee shall at no cost to the United States promptly comply with present and future Federal, state and local laws, ordinances, regulations, or instructions controlling the quality of the environment. The lessee shall not be responsible for pollution caused by others.

33. The lessee shall not remove or disturb or cause or permit to be removed or disturbed, any historical, archeological or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the lessee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

34. That before execution of this lease, the following changes were made:

Revised: Condition Nos. 7, 11 and 15.
Deleted: Condition No. 12.
Added: Condition Nos. 18 through 34. Condition Nos. 18 through 34 are contained on pages 4, 5, 6 and 7, attached hereto and made a part hereof.

This lease supersedes License No. DA-04-353-CIVENG-57-198.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The County of Los Angeles (hereinafter called "Applicant-Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and all requirements imposed by or pursuant to the directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

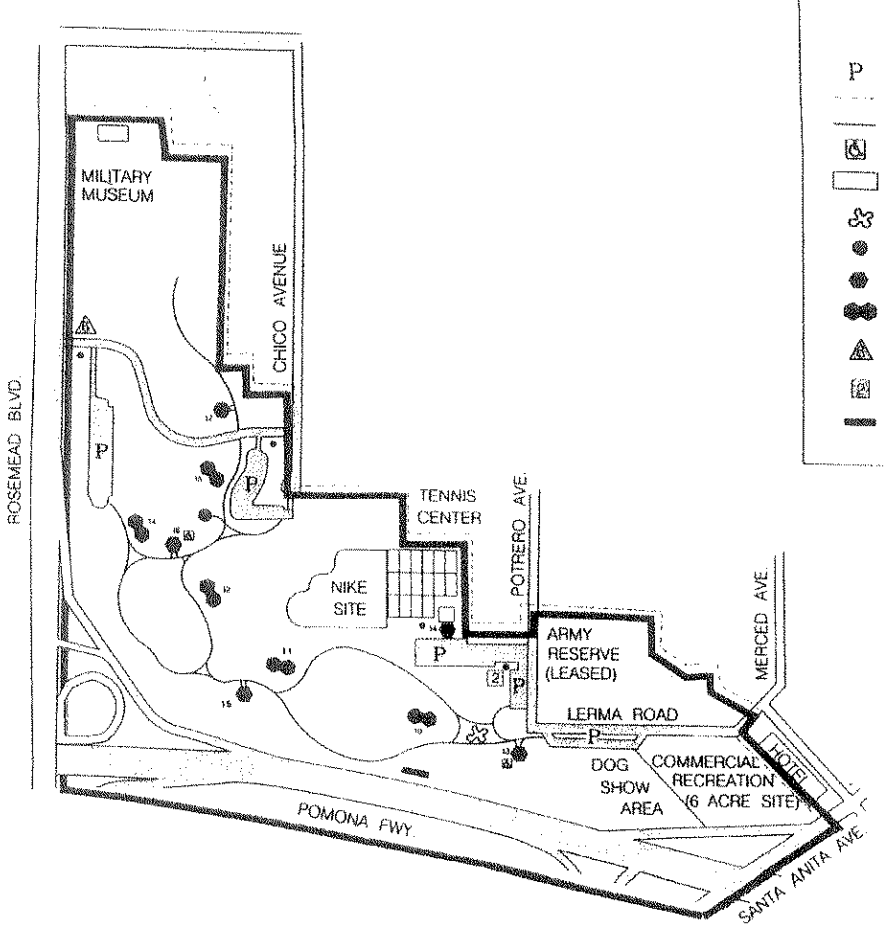
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date APR-14 1987

County of Los Angeles
(Applicant-Recipient)

By

(President, Chairman of Board, or comparable authorized official)



Site Legend

- P PARKING AREA
- PROPERTY LINE
- EXISTING CONCRETE PATH
- CURRENT ADA ACCESSIBLE AREAS
- ASPHALT PAVING
- PLAY AREA
- NEW PLAY AREA
- RESTROOMS
- PICNIC SHELTERS
- PARK IDENTIFICATION SIGN – SPECIAL EVENT & PICNIC AREA
- VENUE IDENTIFICATION SIGN – TENNIS CENTER
- MARQUEE SIGN – PARK IDENTIFICATION & SPECIAL EVENTS ALONG POMONA FWY.

Special Events & Picnic Area

EPT

Whittier Narrows Recreation Area

County of Los Angeles Parks and Recreation

EXHIBIT B

EXHIBIT C

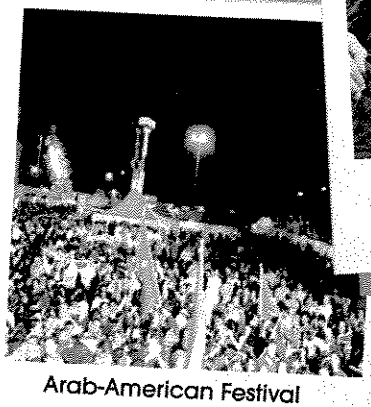
Proposed
CAPITAL IMPROVEMENT

to

Area B

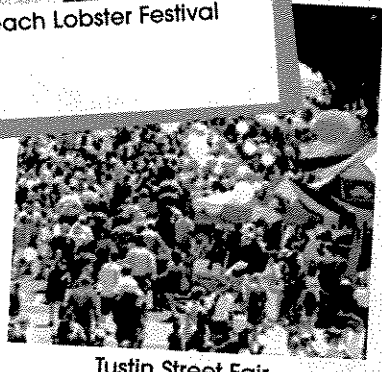
"O" Entertainment

A Los Angeles-Orange County
Special Event Company



Arab-American Festival

Long Beach Lobster Festival



Tustin Street Fair
and Chili Cookoff

Proposer's Capital Improvements

Recyclable Paper

Rentals • Events • Company Picnics • Fairs • Festivals • Celebrations • Fundraising

PROPOSER'S CAPITAL IMPROVEMENTS

O Entertainment proposes to build a multi-use special event site to host the Spring and Fall Fair in Whittier Narrows Recreational Park Area B. In conjunction to the Spring and Fall Fair, the special event area can host other festivals on a rental basis. We propose to bring the Indian American Festival, Arab American Festival, BBQ Festival and a Spring Summer concert series. In addition, to the aforementioned events, the special event area is available to be rented for weddings, company picnics, dog shows, etc.

Furthermore, contingent on permission and approval from the director additional revenue can be generated through the collection of parking fees from patrons/attendees of our rentals and the sell of alcoholic beverages on a per event basis.

Proposed Whittier Narrows Event Center

PHASE 1 — YEAR 1 AND 2 (Cost Estimate $250,00.00) — Funded by O Entertainment

A. Install a 10 feet high chain link fence. It will run 350 feet East and West and 750 feet North and South.

   On the South East corner of the fence will be the Main Gate of the Event Center. One (1) 20 feet Entrance gate and one (1) 10 feet Exit gate.

   In addition, three (3) 20 feet gates to serve as Emergency Fire and Service entrance and exits.

B. Tie in to both portable and reclaimed water sources in the park and run lines to the event center. Install a drain that ties into existing bathroom sewer drain.

C. Prepare ground to install grass and watering system.

D. Create a safe pedestrian zone in front of the Main Gate area.
   It will be lit with temporary lights and delineated by large wood pilings or concrete.

PHASE 2 — YEAR 3 AND 4 (Cost Estimate $200,00.00) — Funded by O Entertainment

A. Replace temporary signs with permanent signs in the Parking Lot.
   In addition, create permanent safe walking paths and pour pad for stage.

B. Start planting trees in Event Area and Parking Lot to designate parking rows.

C. Remodel Main Gate area by installing a permanent fence and gates.

D. Pour concrete in the high foot traffic areas. And install fixed lighting that will be electrified by temporary power.

PHASE 3 — YEAR 5 AND 6 (Cost Estimate $175,00.00) — Funded by O Entertainment

A. Install a portable Restroom trailer with all ADA requirements.

B. Replace some of the temporary fences with permanent fence.

C. Add landscaping walking path to restroom and high foot traffic areas.

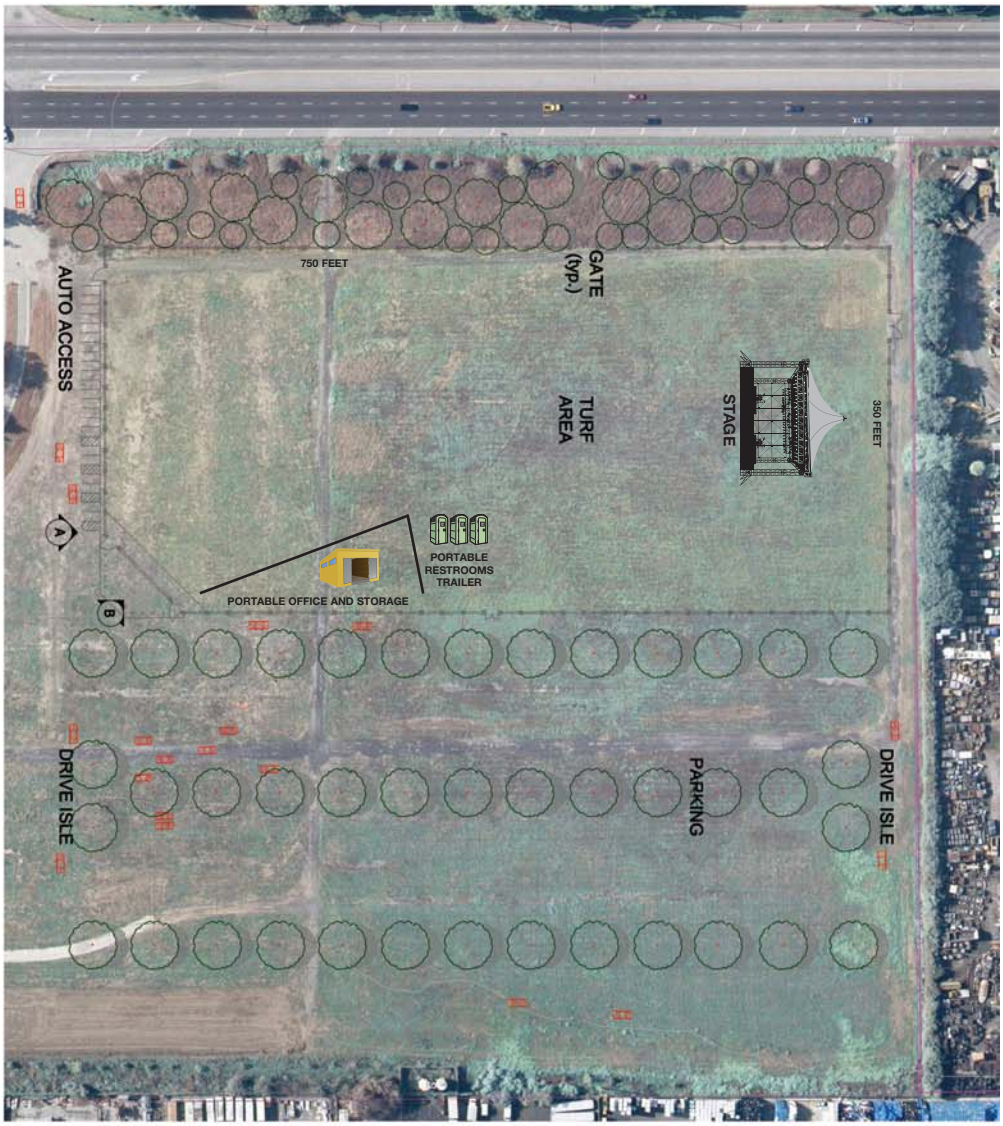
PHASE 4 — TO BE DETERMINED

"O" Entertainment

A Los Angeles-Orange County
Special Event Company

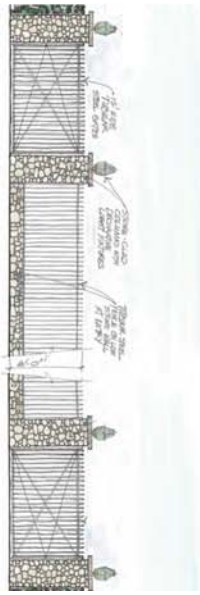
(562) 495-5959 • Fax (562) 495-5961
www.oentertainment.net • Email: roy@oentertainment.net
539 E. Bixby Road, Suite 59 • Long Beach, CA 90807

2011 PROPOSED SITE PLAN



PILASTER AND CHAINLINK FENCE WITH VINE

A



ENTRANCE FENCE AND GATES

B

NORTH

SCALE: 1" = 40'

WHITTIER NARROWS RECREATION AREA

Whittier Narrows Special Event Center

CONCEPTUAL SITE PLAN

October 2009

Recyclable Paper.

EXHIBIT D

Festivals and Fairs
CONCESSIONAIRE'S OPERATIONAL PLAN

(Following is a representative example of the Operational Plan that must be submitted for approval prior to each event as indicated in Section 13, Operational Responsibilities, of the Agreement. Additional events as proposed must also have a similar Operational Plan submitted and approved prior to each event.)

Price of Admission
Price of Admission for Adults, Seniors, and Children is a pay-one price of $7.95 with a $1.00 OFF Coupon for a discounted admission price of $6.95 (In 1980 the first year for this event the admission price was $3.50). The admission allows the fairgoer to ride all the rides (max. 30) and live stage entertainment as many times as they want for FREE. A value of $29.95! including FREE Parking!

The pay-one price was pioneered by O Entertainment to create a series of festivals that were affordable to the local communities. The community is accustomed to the single price and historically, we have kept the admission below the cost of a movie. Entire generations of families have come making the Spring Fair and Fall Fair a family tradition.

FREE ADMISSION is given to those 33 inches tall or shorter.

The physically challenged — ADA fairgoers are treated as guests of the fair which allows the attendee FREE admission to the fair.

General Admission is available for purchase only at point-of-purchase (box office) located at the main gate. O Entertainment owns www.LASpringFair.com and www.LAFallFair.com that can be utilized to heighten exposure, increase sales with a year-round marketing tool, for attendee general information and for compiling email addresses submitted for e-news to promote the Spring and Fall Fairs.

The County of Los Angeles would have access to O Entertainment's compiled email list captured from the site to generally advertise and encourage public use of the Whittier Narrows Dam Recreational Area.

Food and Non-Alcoholic Beverage Booths
O Entertainment shall furnish and dispense foods and non-alcoholic beverages of the best quality and shall maintain a high standard of services at least equal to that of similar facilities and programs conducted on County parks and/or adjacent communities and those prevailing in such areas for similar products and services, and without discrimination.

All foods and non-alcoholic beverages sold or kept for sale by O Entertainment shall be first-class in quality, wholesome and pure, stored and handled with due regard for sanitation, and shall conform to Federal, State and County food laws, ordinances and regulations.

Every member of our food and beverage staff MUST produce a certificate (signed by an examining physician as designated by law) showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

The number of 10 x 10 food and non-alcoholic booths is fifteen (15) of each. Vender space fee is $1,800 per location. Each vendor MUST list all products to be sold with retail prices on each item listed and cannot sell glass containers. The list and types of food and non-alcoholic beverages, and the proposed prices for each are required to be submitted in writing for approval. Vendors are required to obtain all necessary permits and to comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances.

Any changes in types and/or prices of food or non-alcoholic beverages must receive prior written approval before any change takes effect.

All necessary licenses and permits required for the operation of the food or non-alcoholic beverage booths shall be ready for inspection and reinspection at any reasonable time during operation of each event and prior to the operation of the event.

The food or non-alcoholic beverages booths said prices must be fair and reasonable and be affordable for a family (ranging from $1 items to $5). Food concessions are chosen to fit the demographics of each event such as, but not limited to: mexican food, pizza, hamburgers, hot dogs, ice cream/sweets, smoothies, and oriental. The intent is to promote and bring exposure to local restaurants and miscellaneous food vendors within the local community.

Food or non-alcoholic beverages booths are continually monitored and policed by O Entertainment during operation hours of the event.

Merchant Booths

O Entertainment shall provide and maintain an inventory of merchandise and goods tailored to the demographics of the fairgoers. NO weapons, drug paraphernalia, unlicensed records, tapes, DVDs, or CDs, and obscene materials is permitted. O Entertainment reserves the right to prohibit the sale or rental of any item of merchandise.

The number of 10 x 10 merchant booths is fifteen (15). Vender space fee is $500 per location. Each vendor MUST list all products to be sold with retail prices on each item listed and cannot sell glass containers. The list and types of merchandise to be sold or offered to the public, and the proposed prices for each are required to be submitted in writing for approval. Vendors are required to obtain all necessary permits and to comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances.

Any changes in types and/or prices of merchandise to be sold or offered to the public must receive prior written approval before any change takes effect.

All necessary licenses and permits required for the operation of the merchant booths shall be ready for inspection and reinspection at any reasonable time during operation of each event and prior to the operation of the event.

The merchant booths said prices must be fair and reasonable. Merchant booths are chosen to fit the demographics of each event such as, but not limited to: specialty items, toys, clothing, arts & crafts and services. The intent is to promote and bring exposure to local merchants within the local community.

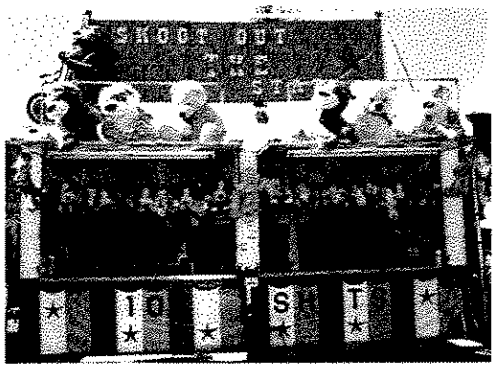
Merchant booths are continually monitored and policed by O Entertainment during operation hours of the event.

Game Booths
The number of game booths is twenty (20). O Entertainment will have all necessary permits and comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances. All necessary licenses and permits required for operation of the game booths will be ready for inspection and reinspection at any reasonable time during operation of each event and prior to the opening of the event.

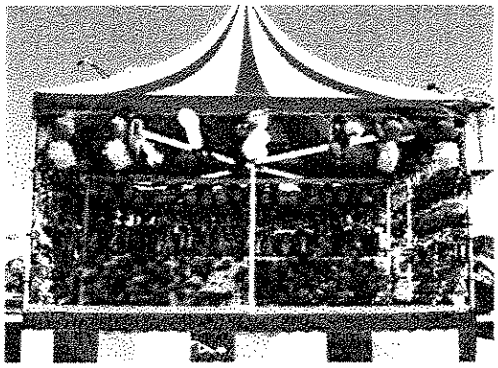
Federal ID# 47-0895492

California ID# 2493958

Name: Ring Toss
Price to Play: 10¢ each or 20 for $1.00



Name: Machine BB Guns
Price to Play: $1.00 for 100 shots



Name: Ring Toss
Price to Play: $1.00 for each ring

Name: Water Race
Price to Play: $1.00 per game

"O" Entertainment

A Los Angeles-Orange County
Special Event Company

Recyclable Paper

Carnival Rides

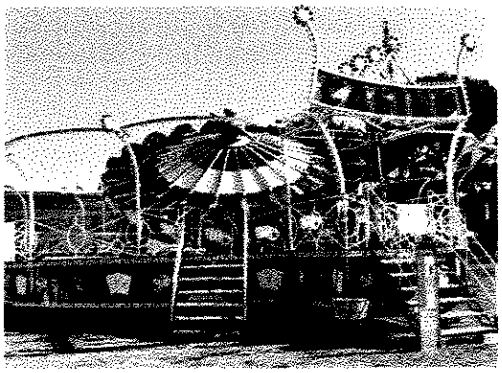
The number of carnival rides is thirty-six (36). O Entertainment will have all necessary permits and comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances. All necessary licenses and permits required for operation of the carnival rides will be ready for inspection and reinspection at any reasonable time during operation of each event and prior to the opening of the event. Each ride is surrounded with a safety fence per federal government specifications — OHSA/DOSH Standards.

Pay-one-price of $7.95 Admission for unlimited rides. No individual ride pricing. The admission allows the fairgoer to ride all the rides and live stage entertainment as many times as they want for FREE. A value of $29.95! including FREE Parking!

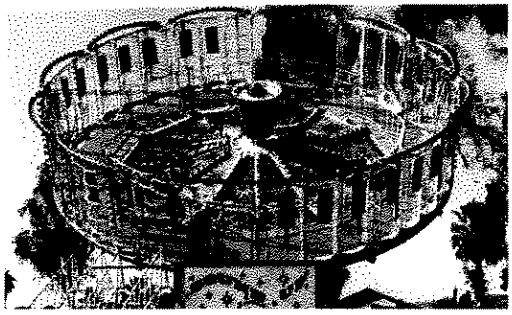
Federal ID# 47-0895492

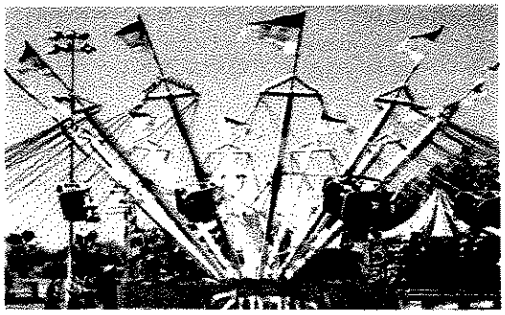
California ID# 2493958

Name: Ferris Wheel C-15867
Safety Zone: (25' x 40')



Name: Casino C-16023
Safety Zone: (55' x 60')



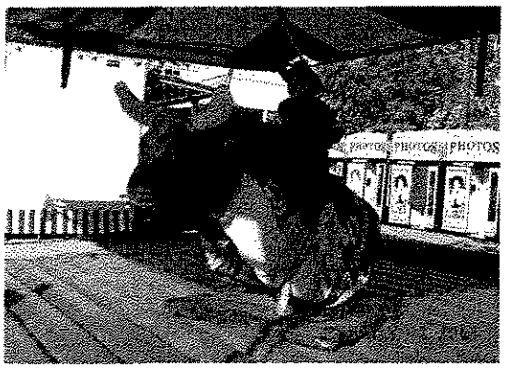


Specialty Rides
The number of specialty rides is two (2). O Entertainment will have all necessary permits and comply with all licensing and operating requirements of the Federal, State, County, and local laws and ordinances. All necessary licenses and permits required for operation of the specialty rides will be ready for inspection and reinspection at any reasonable time during operation of each event and prior to the opening of the event. Each ride is surrounded with a safety fence per federal government specifications — OHSA/DOSH Standards.

Individual ride pricing of $2.00 to $5.00.

Federal ID# 47-0895492

California ID# 2493958



Name: Bull Riding C-18000
Safety Zone: (20')

Name: Bungee Jump C-18468
Safety Zone: (50')

Temporary Structures/Equipment
O Entertainment, at its own expense, shall provide and install one (1) 16 x 32 stage to be used for live entertainment and any and all temporary structures, fixtures, and equipment that is required for the operation of the event.

The 16 x 32 stage has been used for the past 15 years for each of theses events with a 100% proven safety record. Security personnel is assigned to secure the stage. O Entertainment warrants that the stage and all temporary structures, fixtures and equipment meets all building and safety requirements.

O Entertainment will remove same from the concession premises no later than the date set for the tear-down and removal of said temporary structures, fixtures and equipment.

Acknowledgement of County's Commitments
O Entertainment acknowledges the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. We further acknowledge that the County places a high priority on the implementation of the Safely Surrendered Baby Law. O Entertainment understands the County's policy and whole-heartedly supports the County's position. O Entertainment will post voluntarily "L.A.'s Most Wanted: Delinquent Parents' poster AND "Safely Surrendered Baby Law poster in prominent positions at each event and at place of business.

Safety
O Entertainment shall immediately correct any unsafe condition of the Concession Premises, as well as any unsafe practices occurring thereon. O Entertainment and its event staff will obtain emergency medical care for any member of the public who is in need thereof, because of illness, or injury occurring on the Concession Premises and will fully cooperate with the County in the investigation of any injury or death occurring on the Concession Premises, including a prompt and detailed report a factual description of the incident including date, time, place, witnesses and a description.

O Entertainment will have a qualified person manned one (1) 10 x 10 First-Aid Booth strategically located and easily found near the main entrance for all fair attendees. Station will be equipped with the necessary basic first-aid supplies to address minor instances and injuries. Emergency medical care will be obtained for any all serious injuries or instances occurring on the Concession Premises.

All event employees and security personnel are briefed accordingly as to the procedures of Lost and Found and a Lost Child. Both are to be reported to Admissions at the main entrance. Extra security personnel are in place to monitor and safeguard a lost child separated from their parent until such parent can be found and reunited with the lost child.

Lost and Found is strategically located at the main entrance secured and monitored by security personnel.

General Maintenance
O Entertainment provides general maintenance services in accordance with the industry-wide maintenance standards for park use, including but not limited to, daily trash pick-up, daily litter removal, mowing of turf, and spot irrigation of the Concession Premises to maintain turf and minimize dust.

O Entertainment manages all trash removal inside the Concession Premises during the operation of each event. Trash receptacles are emptied as needed to make them available at all times for disposing of trash. PenMar 50 gallon, pull-tie bags (150lb. tested) are used to collect and dispose of all refuse, debris and trash collected. Maintenance crews pull and tie bags from receptacles during the events hours of operation at which point during event hours personnel dispose of bags in one of the six roll-off trash bins. O Entertainment furnishes all equipment and materials necessary, including one hundred (100) trash receptacles to maintain the concession premises and the area within a distance of one hundred (100) feet thereof in a sanitary condition.

O Entertainment has a full-time maintenance crew of five (5) on staff. All maintenance personnel remain clean and neat at all times and wear uniform clothing that identifies them as employees of O Entertainment and are responsible for the maintenance and clean-up of the Concession Premises during operating hours of each event. Post-event clean-up begins in the morning following at 7:00AM and continues until all event areas and parking lots are clean.

Recycling Program
O Entertainment has implemented a recycling program that consists of placing recycling bins for aluminum cans and plastic bottles in areas of high consumption to promote and encourage festival goers to recycle. Recycling bins are emptied as needed to make them available at all times for disposing of recyclable items during festival operation hours.

Roll-Off Trash Bins
Trash pick-up and removal is provided within 100 feet outside of the Concession Premises and within the parking areas of the site plan. All refuse, debris and trash collected is placed in 40' yard roll-off trash bin(s) and disposed of off-site. O Entertainment provides six (6) 40' yard roll-off trash bins for each event and warrants that the contents are disposed of properly off-site. Contact, Triangle Services, (626) 443-4378 — Julie Grigorian.

The roll-off trash bins are changed each week or on a as needed basis. All roll-off trash bins are removed from the Concession Premises no later than the date set for the tear-down and removal of all equipment and temporary structures.

Portable Toilets
O Entertainment will provide thirty (30) standard portable toilets and four (4) ADA Compliant portable toilets during each event with multiple hand washing stations adjacent to the portable toilet facilities with additional stations strategically placed in the following designated areas: Food Court, Non-food Court, and Carnival.

The portable toilets and 3-compartment sinks are pumped out daily and every day thereof during the period that each event is open to the public. Our 3-compartment sinks have a 500 gallon storage capacity with hot and cold running water and meet all County of Los Angeles Health Department requirements.

O Entertainment has a full-time crew on staff designated to inspect, clean and sanitized each portable toilet a minimum of five (5) times per day during the period that each event is open to the public. Contact, S & S Sanitation, (800) 622-2244 — Shelley Cheney.

All portable toilets, hand washing stations are removed from the Concession Premises no later than the date set for the tear-down and removal of all equipment and temporary structures.

Electrical Service
O Entertainment employs a full-time C-10 Electrician who is present during the operation of each event to insure that all AQMD generators and electrical boxes are properly functioning. O Entertainment provides all event electricity, owns its electrical generators and has its own distribution of temporary power. O Entertainment will not in any way alter or modify any of the County's utilities systems and/or equipment.

All electrical is UL approved and meets California Safety Requirements and Fire Codes. By law is subject to electrical inspection by the Los Angeles County Fire Department and Building and Safety.

Maintenance Trailers
O Entertainment maintains an onsite shop trailer equipped with welding, lathe, and fabricating machines, drill presses, etc. along with spare parts, nuts, bolts and an array of tools. A second trailer is maintain onsite to house electrical cords, boxes, C-10 accessories, and extra supplies should they be needed. In the event that something is needed and is not found to be onsite, a requisition is made and one of our trucks onsite is sent to either of our two warehouses in Long Beach that holds over 10,000 square feet of industry related parts and inventory at any given time.

Emergency Contact Information
Emergency Contacts to be called when emergency conditions occur during hours when O Entertainment's normal work force is not present or at anytime deem necessary by County representatives:

Contact 1:	Contact 2:	Contact 3:
Roy Hassett	Troy Hassett	Ward Hassett
(562) 495-5959 Office	(562) 495-5959 Office	(562) 495-5959 Office
(562) 754-5335 Mobile	(949) 683-7562 Mobile	(714) 345-6178 Mobile

Entertainment

Maintenance Plan 2011
Los Angeles Spring and Fall Fair
Whittier Narrows Dam Recreational Area

Hours are subject to change due to inclement weather or unforeseen circumstances.

SET-UP TUESDAY
9:00AM to 5:00PM

- ❒ Set-up Site schematics for Rides, Stages, Games and Concessions.
- ❒ Delivery of Diesel Generators, Dumpsters and Port-o-Potties with Handwashing Units.
- ❒ Delivery of all primary, secondary an tertiary equipment.
- ❒ Installation of 6' chain link fencing securing the parameter of the festival grounds with designated entrance, exit and emergency gates as per site plan.

SET-UP WEDNESDAY
9:00AM to 5:00PM

- ❒ Set-up Carnival Rides, Stages, Games and Concessions.
- ❒ Placement of 3-Compartment Sinks (hot/cold).
- ❒ Construction of all Temporary Structures, (food court, concessions, stage & canopies).
- ❒ Construction — Exhibition Area (for Wrestlers).
- ❒ Layout of Electrical distribution system.
- ❒ Set-up of "Kiddie" Circus.

SET-UP THURSDAY
9:00AM to 5:00PM

- ❒ DAY 2 of Set-up of Carnival Rides, Stages, Games, and Concessions.
- ❒ Fire Inspection
- ❒ Box Office Set-up
- ❒ Vendor Check-in and Parking Passes and Credentials assigned.

DAY 1 — OPERATIONS FRIDAY
9:00AM to 12:00NOON

- ❒ Building and Safety Inspection
- ❒ Delivery of Parking Lot Lights.
- ❒ Final Inspection of all areas by Operations.

4:00PM

- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM

Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

11:00PM CLOSED

DAY 2 — OPERATIONS SATURDAY
7:00AM to 11:00AM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

12:00NOON
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 2PM ❒ 4PM ❒ 5PM ❒ 7PM ❒ 9PM

Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

11:00PM CLOSED

Recyclable Paper.

MAINTENANCE PLAN *(Continued)*

DAY 3 — OPERATIONS SUNDAY

7:00AM to 11:00AM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

12:00NOON
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 2PM ❒ 4PM ❒ 5PM ❒ 7PM ❒ 9PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

11:00PM CLOSED

DAY 4 — OPERATIONS MONDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

10:00PM CLOSED

DAY 5 — OPERATIONS TUESDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

10:00PM CLOSED

DAY 6 — OPERATIONS WEDNESDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

10:00PM CLOSED

Recyclable Paper.

MAINTENANCE PLAN *(Continued)*

DAY 7 — OPERATIONS THURSDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

10:00PM CLOSED

DAY 8 — OPERATIONS FRIDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

11:00PM CLOSED

DAY 9 — OPERATIONS SATURDAY

7:00AM to 11:00AM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

12:00NOON
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 2PM ❒ 4PM ❒ 5PM ❒ 7PM ❒ 9PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

11:00PM CLOSED

DAY 10 — OPERATIONS SUNDAY

9:00AM to 11:00AM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

12:00NOON
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 2PM ❒ 4PM ❒ 5PM ❒ 7PM ❒ 9PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

11:00PM CLOSED

Recyclable Paper

MAINTENANCE PLAN *(Continued)*

DAY 11 — OPERATIONS MONDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

10:00PM CLOSED

DAY 12 — OPERATIONS TUESDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

10:00PM CLOSED

DAY 13 — OPERATIONS WEDNESDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

10:00PM CLOSED

DAY 14 — OPERATIONS THURSDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

10:00PM CLOSED

Recyclable Paper.

MAINTENANCE PLAN *(Continued)*

DAY 15 — OPERATIONS FRIDAY

9:00AM to 4:00PM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

5:00PM
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 6PM ❒ 7PM ❒ 8PM ❒ 9PM ❒ 10PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

11:00PM CLOSED

DAY 16 — OPERATIONS SATURDAY

7:00AM to 11:00AM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

12:00NOON
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 2PM ❒ 4PM ❒ 5PM ❒ 7PM ❒ 9PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.

11:00PM CLOSED

DAY 17 — OPERATIONS SUNDAY

9:00AM to 11:00AM

- ❒ Servicing of Port-o-Potties, cleaning of festival grounds and parking area, and restocking.
- ❒ Rides and Safety inspections.
- ❒ Assign and man Security positions. Admission personnel in place at gates.
- ❒ Removal of all unauthorized vehicles from festival grounds.
- ❒ Refilling of generators and Parking light generators.
- ❒ Assignment of Tickets and Box Office personnel in place.
- ❒ Parking Attendants assigned and placed in designated areas per Parking Plan.

12:00NOON
OPEN to Public

- ❒ Continue to monitor Toilets, Trash and all Public Areas.
- ❒ 2PM ❒ 4PM ❒ 5PM ❒ 7PM ❒ 9PM
- Inspection, Cleaning and Sanitation of all portable toilet facilities within the Concession Premises.❒

11:00PM CLOSED

Recyclable Paper

MAINTENANCE PLAN *(Continued)*

TEAR-DOWN MONDAY
9:00AM to 5:00PM

- ❒ Removal of Rides and Equipment.
- ❒ Tear-down of all Temporary Structures, (food court, concessions, stage & canopies).
- ❒ Removal of Parking Lights.
- ❒ Removal of all primary, secondary an tertiary equipment.

TEAR-DOWN TUESDAY
9:00AM to 5:00PM

- ❒ DAY 2 of Removal of Rides and Equipment.
- ❒ Clean-up and Rubbish Removal.

TEAR-DOWN WEDNESDAY
9:00AM to 5:00PM

- ❒ DAY 3 of Removal of Rides and equipment.
- ❒ Clean-up and Rubbish Removal.
- ❒ Pick-up of Diesel Generators, Dumpsters and Port-o-Potties with Handwashing Units.
- ❒ 6' chain link Fence removal.

THURSDAY
10:00AM

- ❒ Post Event walk through of grounds with Los Angeles County Park & Recreation Staff.

Recyclable Paper

Staffing/Service

O Entertainment maintains an adequate and proper staff for its authorized operations. Troy Hassett, is the designated Operations Manager whom the county may deal with on a day-to-day basis. Mr. Hassett is fully acquainted with the operations of the Los Angeles Spring and Fall Fair and is authorized to act in the day-to-day operations.

O Entertainment fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others. All employees meet the citizenship/alien status requirements set forth in the Federal and Status statutes and regulations. O Entertainment obtains and verifies employment eligibility status as required by Federal and State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986 and retains such documentation as prescribed by law.

O Entertainment oversees the staffing of in standard 8 hour shifts:

- Games — consisting of a min. of 20 personnel not to exceed 40 to manage stations.
- Rides — consisting of a min. of 36 personnel not to exceed 56 to manage and operate ride equipment.
- Parking Attendants — consisting of a min. of 24 not to exceed 30 to direct event traffic and monitor safe entrance and exit of fairgoers to and from parking lots.
- Maintenance Crew — consisting of a min. of 5 not to exceed 10 to manage all trash removal, to inspect, clean and sanitized each portable toilet and to sweep sidewalks free of debris and dust.
- Box Office — consisting of a min. of 8 not to exceed 10 to manage, sell, and distribute admission tickets.
- Admissions — consisting of a min. of 2 with 1 manager to safely control entrance of patrons.
- Security Personnel — consisting of a min. of 20 not to exceed 25 to protect the Concession Premises from theft, burglary, vandalism, and for crowd control.

Security

O Entertainment will provide security at its sole cost and expense during the operation of each event and on weekend for the purpose of protecting the Concession Premises from theft, burglary, vandalism, and for crowd control.

O Entertainment will be responsible for providing overnight security service. The security company will be a California license and bonded. The security personnel will also consist of law enforcement, or retired enforcement officers.

In the event law enforcement officers are required pursuant to the hereinabove security operation plan, O Entertainment will reimburse the law enforcement agencies within thirty (30) days following receipt of request of payment for services provided during each event.

SECURITY MANPOWER

Security Positions	Hours
1. Back Stage Gate	
2. Emergency Gate	
3. Entrance Gate	
4. Supervisor	
5. Emergency Gate	
6. #1 Two Man Roving Team	
#2 Two Man Roving Team	
#3 Two Man Roving Team	
7. #1 Parking Entrance	
8. #2 Parking Entrance	
9. #3 Barricade	
10. Stage	
11. Fire Access	
12. Concession Area	
13. Overnight Security	
14. #1 Parking Lot	
#2 Parking Lot	
#3 Parking Lot	

ADDITIONAL POSTS

"O" Entertainment

A Los Angeles-Orange County
Special Event Company

(562) 495-5959 • Fax (562) 495-5961
www.oentertainment.net • Email: roy@oentertainment.net
539 E. Bixby Road, Suite 59 • Long Beach, CA 90807

Parking/Traffic Control
O Entertainment manages, controls and supervises all vehicles entering and parking within Whittier Narrows Dam Recreational Area for deliveries of all primary, secondary and tertiary equipment required for the events and for purposes of attending each event. Parking Plan has been implemented at this site for 30 years. No traffic back-up or problems have ever been recorded. Ninety percent of the attendance is on Saturday and Sunday. The length of the fair hours spread the parking load evenly over the eleven hours that the fair operates. The demographics show that this event averages 4 people per vehicle further lessening the risk of grid lock. Parking is FREE, so there is no delay in entering the fair parking areas.

Parking/Traffic Control Plan
O Entertainment schedules six (6) supervisors, twenty-four (24) parking attendants and seven (7) security personnel to the parking area each day of the weekend and a Los Angeles County Police patrol vehicle to monitor the parking areas.

Each parking attendant must wear a reflector vest and is equipped to carry a directional flash light. Parking lot is coned, and barricades are erected at the two main entrances and exits. Each row of parked vehicles has supervision. All supervisors and security personnel are equipped to carry and operated walkie talkies. Off-duty Los Angeles County Sheriffs and seven security are interlinked via walkie talkie and cellular phones.

Parking/Traffic Operational Plan
Entrances into the event parking lots are right hand turns on northbound Rosemead Blvd., and a left hand turn on southbound Rosemead Blvd.. As the vehicle enters Whittier Narrows Recreational Area, it is immediately directed by the point supervisor to turn left at the Parking Lot #1 Entrance. Parking Lot #1is manned by eight (8) parking attendants and three (3) security personnel. If Parking Lot #1 is deemed to become congested, traffic is immediately redirected east to Parking Lot #2 Entrance. This keeps a constant flow and keeps the incoming traffic from backing up on northbound Rosemead Blvd. In a rare case that gridlock should occur at the entrance, traffic is redirected northbound on Rosemead Blvd. to Rush at which point Directional signage will direct the vehicle to turn right, eastbound to Chico and then right, south to parking lots. The parking lot is manned by twenty-four (24) personnel in teams of three. Two teams are assigned to row parking from Parking Lot #1 Entrance and a third team is assigned to the same for Parking Lot #2 Entrance.

Lighting is provided to the parking lots by four (4) diesel lighting towers and a fifth tower is assigned to the main parking entrance. Visibility is very good at night. Entrances and exits are clearly marked by directional signs and by the use of flares at night. By instruction and agreement with the California Highway Patrol all vehicles exit northbound on Rosemead Blvd.

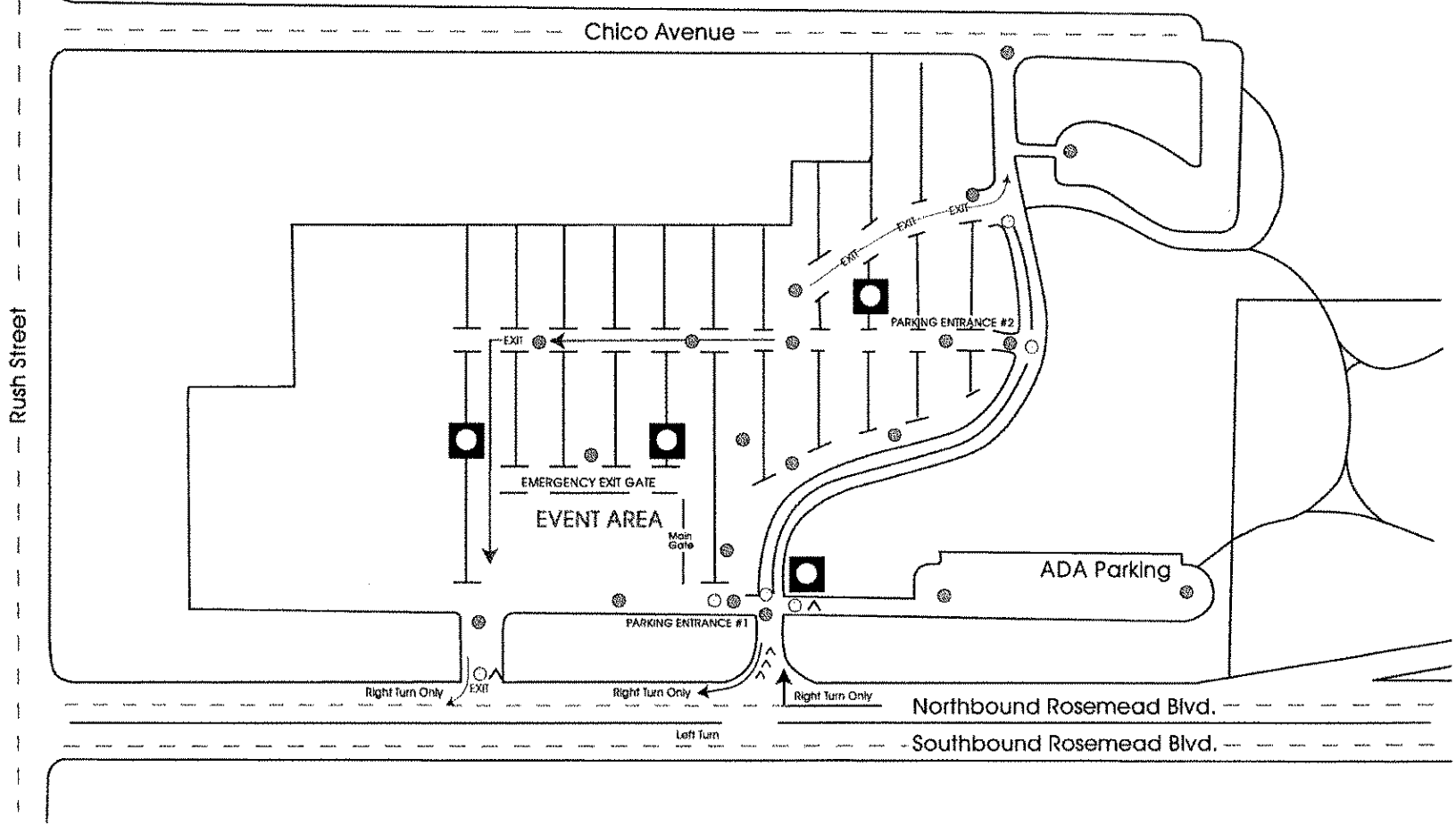
Placement of directional parking signs as approved by the County, traffic cones, delineators and signage indicating "No Parking' will be the responsibility of O Entertainment.

"Q" Entertainment

Los Angeles Spring and Fall Fair Parking Plan

Whittier Narrows Dam Recreational Area

- Security
- Parking Attendant
- Barricades
- Light Tower



OPERATIONAL PLAN

Recyclable Paper

Method for Customer Satisfaction Addressing Patron Complaints
O Entertainment uses every reasonable effort to not allow any loud, boisterous or disorderly persons about the concession premises. NO illegal activities are to be conducted upon the concession premises.

O Entertainment investigates all complaints and when they cannot be resolved informally, a written report is taken as to the nature of the instance. County's Project manager is notified of the status of the investigation no less than five (5) business days of O Entertainment receiving the complaint.

O Entertainment sets high standards for the professional conduct of our employees and for the delivery of quality services to the fairgoers and the local communities.

Should someone desire to make a formal complaint, a factual description of the incident including date, time, place, witnesses and a description will be taken to assist in investigating the incident. It is the policy of O Entertainment that all complaints are thoroughly and fairly investigated, corrective action is taken when appropriate, and a written response is made as soon as possible, but no later than 30 days from date of occurrence.

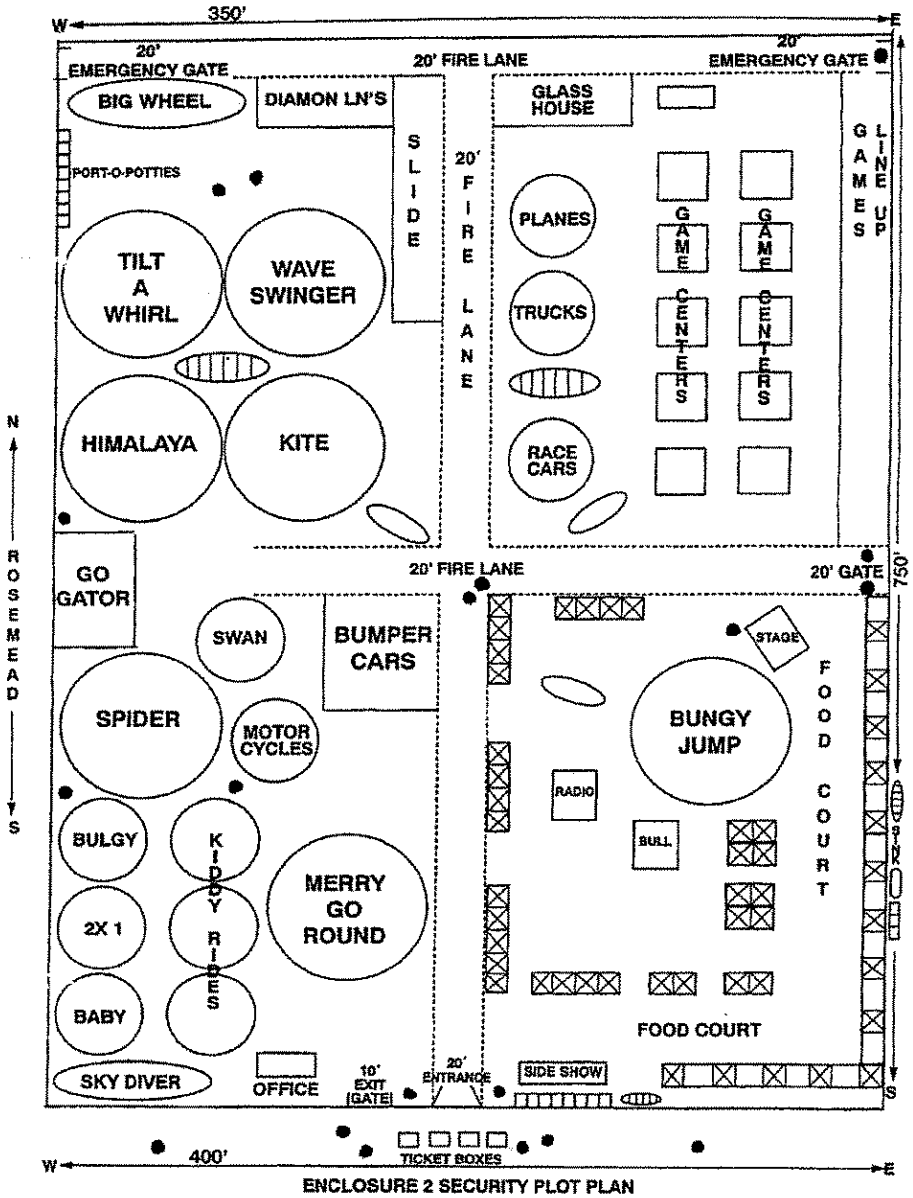
Any informal complaint to a supervisor or employee is treated professionally and personnel are encourage to resolve minor complaints at their level of authority as expediently as possible, giving the fairgoer, the service they deserve. Every effort is made to resolve informal complaints quickly, correct any problems immediately, and provide the attendee with a verbal or written response. If they are unsatisfied with the resolution of their informal complaint, they may make a formal complaint.

Demographics
O Entertainment has operated twice a year for 30 years in the local community of Whittier Narrows Dam Recreational Area. O Entertainment has supported local businesses in areas as in purchasing materials, tools and supplies, and eating at local restaurants. We proudly support the local businesses..

Throughout these 60 festivals at Whittier Narrows Dam Recreational Area O Entertainment has had to obtain all necessary permits by various county officials each year throughout the past 30 years and is fully-knowledgeable about all procedures and regulations required by city and municipal governments.

2011 PROPOSED SITE PLAN

Whittier Narrows Recreational Area
ENCLOSURE 2 SECURITY PLOT PLAN



ENCLOSURE 2 SECURITY PLOT PLAN

LEGEND

- 10X10 CANOPY
- CARNIVAL RIDE
- FOOD TRAILER
- GENERATOR
- PORT-O-POTTIES

Recyclable Paper.

EXHIBIT E

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than $48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of $829, he or she must file a 2010 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

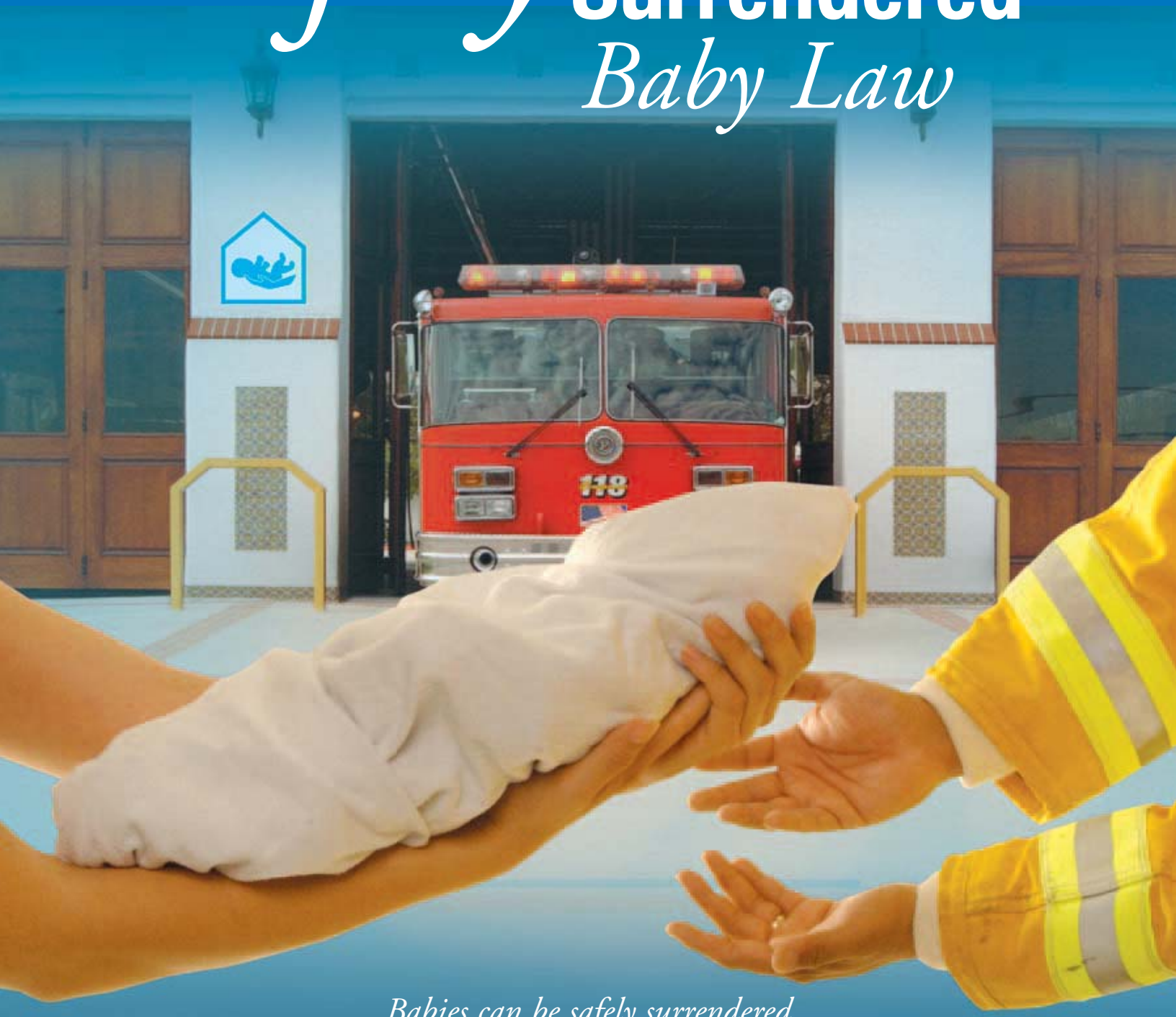
Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 20599I

Printed on recycled paper

EXHIBIT F

Safely Surrendered *Baby Law*



Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

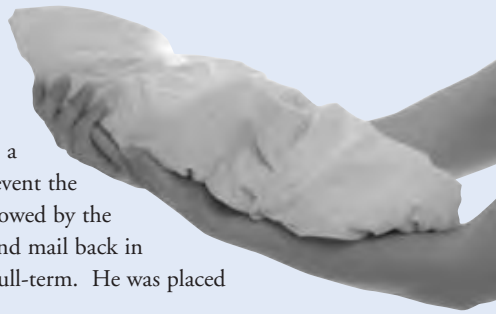
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT F

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

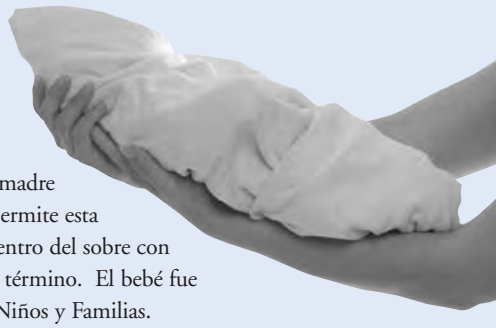
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT G

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

O Entertainment

Proposer's Name

539 E. Bixby Road, Suite 59, Long Beach, CA 90807

Business Address

95-3490491

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, Section 504 of the *Rehabilitation Act of 1975*, the *Food Stamp Act of 1977*, the *Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990*, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

		Check One
1.	The Proposer has a written policy statement prohibiting discrimination in all phases of employment.	[X] Yes [ ] No
2.	The Proposer periodically conducts a self analysis or utilization analysis of its work force.	[X] Yes [ ] No
3.	The Proposer has a system for determining if its employment practices are discriminatory against protected groups.	[X] Yes [ ] No
4.	Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables.	[X] Yes [ ] No

Name (please print or type) Troy Hassett

Title of Signer (please print or type) Vice President

Signature _____ Date May 12, 2011

Recyclable Paper

EXHIBIT H

COUNTY'S STAFF FEES
OVERTIME MAINTENANCE
as of July 2009

Festivals and Fairs
823 Lexington-Gallatin Road
South El Monte, California 91733

Ground Maintenance Supervisor	$ 31.48
Ground Maintenance Senior	$ 29.34
Ground Maintenance Worker II	$ 25.54
Ground Maintenance Worker I	$ 22.84
Irrigation Sprinkler Fitter	$ 35.77
Recreation Services Supervisor	$ 31.79
Regional Park Supertindent I	$ 34.97
Regional Park Supertindent III	$ 50.68

"Fees are subject to change by the County of Los Angeles Board of Supervisors"

EXHIBIT I

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT I

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT I

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM
2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT J

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

Attachment II

COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

SCHEDULE OF EACH EVENT MINIMUM RENT
Festivals and Fairs Concession Agreement

Contract Year			Minimum Rent per Event		Total Annual Minimum Rent
	Spring	Fall	Spring	Fall	
1	2014	2014	$15,000	$7,500	$22,500
2	2015	2015	$15,000	$7,500	$22,500
3	2016	2016	$17,500	$8,000	$25,500
4	2017	2017	$17,500	$8,000	$25,500
5	2018	2018	$18,000	$8,500	$26,500
6	2019	2019	$18,000	$8,500	$26,500
7	2020	2020	$18,000	$8,500	$26,500
8	2021	2021	$19,000	$9,000	$28,000
9	2022	2022	$19,000	$9,000	$28,000
10	2023	2023	$19,000	$9,000	$28,000
11	2024	2024	$20,000	$10,000	$30,000
12	2025	2025	$20,000	$10,000	$30,000
13	2026	206	$20,000	$10,000	$30,000
14	2027	2027	$20,000	$10,000	$30,000
15	2028	2028	$22,000	$12,000	$34,000
			TOTAL 15 year term		$413,500

*Option term is years 11 through 15 .

Revenue is anticipated to be greater during the Spring festival since attendance at events is generally higher during warmer months.

ATTACHMENT II

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: O Entertainment

☒ I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 11627301

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners):

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American				1		
Hispanic / Latino			3	1	6	2
Asian or Pacific Islander				1	1	
American Indian/ Alaskan Native			1			
Filipino American						
White	3			1		3

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature:	Title:	Date:
	Vice President	5/12/11

Recyclable Paper