



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Parks Make Life Better!"*

John Wicker, Acting Director

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March 01, 2016

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 OPERATION OF A RENAISSANCE THEME FAIRE  
AT THE SANTA FE DAM RECREATION AREA  
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

**SUBJECT**

The recommended action approves the award of a nine-year Concession Agreement between the Department of Parks and Recreation and Renaissance Entertainment Productions, Inc. for the operation of a Renaissance Theme Faire Concession, at the Santa Fe Dam Recreation Area.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended Renaissance Theme Faire Concession Agreement is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the agreement.
2. Approve and instruct the Acting Director of the Department of Parks and Recreation to sign a Concession Agreement with Renaissance Entertainment Productions, Inc., for the operation of a Renaissance Theme Faire Concession at the Santa Fe Dam Recreation Area for a term of nine years, effective March 1, 2016 to February 28, 2025.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Santa Fe Dam Recreation Area (Santa Fe Dam) is a primary regional recreational facility for the residents of the San Gabriel Valley and annually attracts approximately half a million visitors. Current services/amenities at Santa Fe Dam include a swim beach and children's swim area, trails and a nature center, fishing, picnic areas, bike trail, a snack bar, and non-motorized cycle and

watercraft rentals.

The recommended action approves a nine-year Concession Agreement (Agreement) for the operation of a Renaissance Theme Faire Concession by Renaissance Entertainment Productions, Inc. (REP), effective March 1, 2016. The recommended Agreement includes all the required mandated Board language and provisions, increases revenues to the County, applies a nine-year term, and provides for REP to fund and construct a third vehicle lane beginning at the entrance of Santa Fe Dam and continuing for a third of a mile. Currently, the Department of Parks and Recreation (Department) does not have a similar type of agreement. However, REP has provided the same service in the past at Santa Fe Dam under a 5-year agreement that was approved by the Board in 2008 and expired on March 25, 2013. Since 2013, REP has continued to provide this service pursuant to a Department Use Permit.

The Renaissance Theme Faire (Event) has been beneficial to the community, as it provides Los Angeles County residents and visitors with an historical 16th century medieval experience of a period known as the Renaissance period. In addition, the Event has provided, and intends to continue to provide, merchandise and services consistent with the historic theme as well as activities that include blacksmithing, leatherworking, glass blowing, wood carving, and candle making.

The Event will only operate on weekends (Saturday and Sunday) beginning with the first weekend in April and subsequent seven weekends thereafter. Moreover, the Event will never operate in the last weekend in May, prior to the Memorial Day weekend. The start-up date for the Event shall be no sooner than March 1st of every year. The hours on the days the Event will operate are from 10:00 a.m. to 7:00 p.m.

In addition, REP will host a "School Day Event" for local school districts at a discounted rate, where it provides students in Kindergarten through 12th grade the opportunity to learn about the historical Renaissance period through interactive activities. The School Day Event will be scheduled on a single Friday, within the operational dates of the Event. On the School Day Event, the hours of operation will be from 9:30 a.m. to 3:30 p.m.

### **Implementation of Strategic Plan Goals**

The recommended Agreement will further the County's Strategic Plan of Operational Effectiveness/Fiscal Sustainability (Goal 1) by maximizing the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public service.

### **FISCAL IMPACT/FINANCING**

Pursuant to the terms of the Agreement, the Department will receive the following amounts per year:

- Years 1 and 2: \$110,000
- Years 3 and 4: \$113,300
- Years 5 and 6: \$116,699
- Years 7 and 8: \$120,200
- Year 9: \$123,806

In addition, the Department will collect and retain one hundred percent of the Vehicle Entry Fee (VEF) from each Event. The Minimum Parking Guarantee is \$350,000, per Event. Should the VEF be less than \$350,000, REP shall pay the difference between what is collected and the Minimum Parking Guarantee amount of \$350,000. The Minimum Parking Guarantee shall increase, on a

biannual (every two years) basis, at a compounded rate of three percent, beginning on the anniversary date of the commencement of the term of this Agreement.

In addition, the Agreement provides for REP to construct, at its own expense, a third vehicle lane beginning at the entrance of the Facility and continuing for a third of a mile. REP must commence the construction of this third vehicle lane no later than the first day of Year 4 of this Agreement, and shall complete construction of the third vehicle lane by the end of Year 5 of the Agreement at a maximum cost of \$400,000.

#### OPERATING BUDGET IMPACT

The recommended Agreement will result in an estimated revenue of \$460,000 to the Department's Operating Budget for Fiscal Year 2015-2016. A portion of this revenue will be used to offset the water and electricity cost attributable to the Event, as well as administrative cost. Since similar revenue-generating renaissance theme faire events have been held at the Santa Fe Dam in prior years, sufficient estimated revenue is included in the Department's Operating Budget for the revenues that will be collected from the recommended Agreement. The Department will work with the Chief Executive Office to adjust the budgeted revenues for the incremental revenue increases in the appropriate fiscal year.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The 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 Santa Fe Dam and pursuant to the provisions of the Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin No. DAC W09-1-76-72 granted to the County by the Secretary of the Army under authority of the Flood Control Act of 1944, Section 4 as amended. The recommended Agreement is consistent with said purposes.

The term of the Agreement at Santa Fe Dam is for nine years and will commence March 1, 2016.

The Acting Director of the Department is authorized to terminate or assign the Agreement, if deemed necessary, in accordance with the approved terms and conditions of the Agreement.

The recommended Agreement contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); 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.

REP has executed the attached Agreement and will provide the required insurance policies prior to the start of this Agreement naming the County and the United States Army Corps of Engineers

(ACOE) as additional insureds.

The ACOE has reviewed and approved the recommended Agreement.

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

## **ENVIRONMENTAL DOCUMENTATION**

Santa Fe Dam is a federal facility under the jurisdiction of the ACOE and is operated and maintained by the Department. As a federal facility, all projects at Santa Fe Dam must comply with the National Environmental Policy Act (NEPA). The ACOE has determined that the project is in compliance with NEPA through an Environmental Assessment and that the project, when considered individually and cumulatively, does not have significant effects on the quality of the human environment.

The recommended Agreement is categorically exempt from the California Environmental Quality Act (CEQA). The Agreement, which consists of the operation of a Renaissance Theme Faire Concession at Santa Fe Dam for a term of nine years, is within certain classes of project that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301, 15303 (e), 15304, 15311, and 15323 of the State CEQA Guidelines and Classes 1, 3(b), 4, 11 and 23 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the agreement provides for operations and licensing of existing public facilities, new construction of small structures, minor alterations to land, construction or replacement of minor or temporary accessory structures, and normal operations of facilities for public gatherings

The proposed Agreement will not involve the removal of healthy, mature, and scenic trees. Additionally, the proposed Agreement is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the proposed Agreement's records.

## **CONTRACTING PROCESS**

On November 6, 2014, the Department commenced the solicitation process for the operation of a theme faire concession by emailing a Request for Proposal (RFP) solicitation package to 38 prospective proposers, currently operating theme faire concessions in the State of California. 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 November 25, 2014, the Department held a Mandatory Proposers Conference and a site inspection of the Santa Fe Dam, where only one company attended.

On December 15, 2014, the Department received one proposal from REP.

REP's proposal was then reviewed and evaluated to ensure it met all the minimum mandatory requirements. The Department and REP finalized negotiations where REP agreed to all the terms and conditions, as stated in the Agreement, and agreed to enter into an Agreement for the operation of an annual Renaissance Themed Faire, at Santa Fe Dam.

The recommended Agreement was then sent to ACOE for its final review and approval. On February 2, 2016, the Department received ACOE's approval.

Attachment I reflects the REP's minority participation form. In addition, it should be noted that upon final analysis and award, REP was selected without regard to gender, race, creed, or color.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

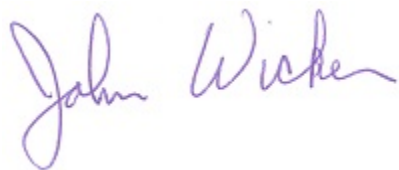
The award of this Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. Pursuant to this Agreement, REP will be responsible for the cleaning and restoration of the park premises after each Event.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

### **CONCLUSION**

It is requested that two adopted copies of the action taken by the Board and two fully executed copies of the attached Agreement be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact Humberto Chairez at (626) 821-4654 or [hchairez@parks.lacounty.gov](mailto:hchairez@parks.lacounty.gov), Kandy Hays at (626) 821-4600 or [khays@parks.lacounty.gov](mailto:khays@parks.lacounty.gov), Kasey Dizon at (213) 738-2986 or [kdizon@parks.lacounty.gov](mailto:kdizon@parks.lacounty.gov), or Kaye Michelson at (213) 738-2955 or [kmichelson@parks.lacounty.gov](mailto:kmichelson@parks.lacounty.gov).

Respectfully submitted,



JOHN WICKER

Acting Director

JW:RM:KEHSS:HC  
:rc

Enclosures

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

EXHIBIT 7

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.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** Renaissance Entertainment Productions, Inc. (dba Renaissance Pleasure Faire)  
**COUNTY VENDOR NUMBER:** 14118501

- As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

**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 race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
<b>Total Number of Employees</b> (including owners): 250 (majority of staff is seasonal)						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	1
Hispanic/Latino					20	15
Asian or Pacific Islander					3	4
American Indian						
Filipino						
White	1	3	3	6	105	87

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

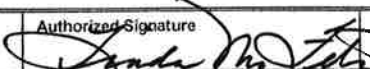
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	32.5%
Women	%	%	%	%	%	67.5%

**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 owned 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.

Print Authorized Name Linda H. McFeters	Authorized Signature 	Title Chief Operating Officer	Date 12/10/14
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# **CONCESSION AGREEMENT**



**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**RENAISSANCE ENTERTAINMENT PRODUCTIONS, INC**

**FOR**

**Operation of a  
Renaissance Theme Faire Concession  
at the  
Santa Fe Dam Recreation Area**

**AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>		<b>PAGE</b>
<b>RECITALS</b> .....		<b>1</b>
<b>1.0 MAJOR LEASE PROVISIONS AND REQUIREMENTS</b> .....		<b>2</b>
<b>2.0 DEFINITIONS</b> .....		<b>5</b>
<b>3.0 USE GRANTED</b> .....		<b>6</b>
<b>4.0 CONCESSION PREMISES</b> .....		<b>8</b>
<b>5.0 TERM OF AGREEMENT</b> .....		<b>9</b>
<b>6.0 CONSIDERATION</b> .....		<b>9</b>
<b>7.0 CHANGES AND AMENDMENTS</b> .....		<b>12</b>
<b>8.0 ACCOUNTING RECORDS</b> .....		<b>12</b>
<b>9.0 SECURITY DEPOSIT</b> .....		<b>14</b>
<b>10.0 DESTRUCTION OF THE CONCESSION PREMISES AND/OR SANTA FE DAM RECREATION AREA</b> .....		<b>14</b>
<b>11.0 CONSTRUCTION BY COUNTY AFFECTING CONCESSION PREMISES AND SANTA FE DAM RECREATION AREA</b> .....		<b>17</b>
<b>12.0 CAPITAL IMPROVEMENTS</b> .....		<b>18</b>
12.1 Capital Improvement Approval Process .....		18
12.2 Capital Improvement Project(s): .....		22
<b>13.0 OPERATING RESPONSIBILITIES</b> .....		<b>23</b>
13.1 Advertising and Publicity Materials .....		23
13.2 Compliance with Laws, Rules and Regulations.....		23
13.3 Concessionaire's Staff and Employment Practices .....		24
13.4 Days and Hours of Operation .....		26
13.5 Default of Maintenance Obligations.....		27
13.6 Disorderly Persons .....		28
13.7 Fencing.....		28
13.8 Filming.....		28
13.9 Food and Beverage Quality.....		28
<b>13.10 Green Initiatives</b> .....		<b>28</b>
13.11 Illegal Activities .....		29
13.12 Non-Interference.....		29
13.13 Overnight Camping for Security Purposes .....		29
13.14 Prices.....		29
13.15 Programmed Events.....		30
13.16 Quality of Services.....		30
13.17 Reporting.....		31
13.18 Signs.....		31
13.19 Temporary Structures/Equipment.....		31
13.20 Operational Plan.....		31
13.20.1 Alcoholic Beverages .....		32
13.20.2 Environmental Mitigation .....		33



**AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>PAGE</b>
13.20.3 Identification System .....	34
13.20.4 Maintenance .....	34
13.20.5 School Day Event .....	37
13.20.6 Parking/Traffic Control .....	37
13.20.7 Patron/Non-Patron Complaints.....	38
13.20.8 Safety.....	39
13.20.9 Site Plan .....	40
<b>13.21 Sanitation</b> .....	<b>40</b>
<b>13.22 Security</b> .....	<b>40</b>
<b>13.23 Utilities</b> .....	<b>42</b>
<b>13.24 Vendors</b> .....	<b>42</b>
<b>14.0 TERMS AND CONDITIONS</b> .....	<b>43</b>
14.1 AGREEMENT ENFORCEMENT.....	43
14.2 CANCELLATION.....	43
14.3 COMPLIANCE WITH CIVIL RIGHTS LAW .....	45
14.4 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT.....	45
14.5 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	45
14.6 CONCESSIONAIRE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES .....	46
14.7 CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT.....	46
14.7.1 Responsible Concessionaire .....	46
14.7.2 Chapter 2.202 of the County Code.....	47
14.7.3 Non-responsible Concessionaire.....	47
14.7.4 Contractor Hearing Board.....	47
14.7.5 Subcontractors of Concessionaire.....	49
14.8 CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	50
14.9 CONCESSIONAIRE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	50
14.10 CONFLICT OF INTEREST.....	51
14.11 COUNTY'S QUALITY ASSURANCE PLAN.....	51
14.12 EVENTS OF DEFAULT.....	52
14.13 FAIR LABOR STANDARDS.....	53
14.14 FORCE MAJEURE; TIME EXTENSIONS.....	53
14.15 GOVERNING LAW, JURISDICTION, and VENUE .....	54
14.16 INDEPENDENT CONCESSIONAIRE .....	54
14.17 INDEMNIFICATION .....	55
14.18 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	55
14.18.1 Evidence of Coverage and Notice to County .....	56
14.18.2 Additional Insured Status and Scope of Coverage.....	57
14.18.3 Cancellation of or Changes in Insurance .....	58

**AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>PAGE</b>
14.18.4 Failure to Maintain Insurance .....	58
14.18.5 Insurer Financial Ratings .....	59
14.18.6 Concessionaire's Insurance Shall Be Primary .....	59
14.18.7 Waivers of Subrogation .....	59
14.18.8 Sub-Contractor Insurance Coverage Requirements .....	59
14.18.9 Deductibles and Self-Insured Retentions (SIRs).....	59
14.18.10 Claims Made Coverage .....	60
14.18.11 Application of Excess Liability Coverage.....	60
14.18.12 Separation of Insureds .....	60
14.18.13 Alternative Risk Financing Programs .....	60
14.18.14 County Review and Approval of Insurance Requirements.....	61
<b>14.19 INSURANCE COVERAGE REQUIREMENTS.....</b>	<b>61</b>
14.19.1 Commercial General Liability.....	61
14.19.2 Automobile Liability.....	61
14.19.3 Workers Compensation and Employers' Liability.....	61
14.19.4 Sexual Misconduct Liability .....	62
14.19.5 Property Coverage.....	62
14.19.6 Periods of Construction .....	62
<b>14.20 NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....</b>	<b>63</b>
<b>14.21 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT</b> <b>.....</b>	<b>65</b>
<b>14.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY</b> <b>LAW.....</b>	<b>65</b>
<b>14.23 NOTICES .....</b>	<b>66</b>
<b>14.24 PUBLIC RECORDS ACT .....</b>	<b>66</b>
<b>14.25 RECYCLED BOND PAPER .....</b>	<b>67</b>
<b>14.26 RIGHT OF ENTRY .....</b>	<b>67</b>
<b>14.27 SEVERABILITY.....</b>	<b>68</b>
<b>14.28 SUBLICENSES .....</b>	<b>68</b>
<b>14.29 SURRENDER OF CONCESSION PREMISES.....</b>	<b>69</b>
<b>14.30 TAXES AND ASSESSMENTS.....</b>	<b>69</b>
<b>14.31 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT</b> <b>COMPLIANCE.....</b>	<b>69</b>
<b>14.32 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE</b> <b>WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM..</b>	<b>70</b>
<b>14.33 TERMINATION FOR IMPROPER CONSIDERATION.....</b>	<b>70</b>
<b>14.34 TERMINATION FOR INSOLVENCY.....</b>	<b>71</b>
<b>14.35 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE</b> <b>.....</b>	<b>71</b>
<b>14.36 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE .....</b>	<b>72</b>
<b>14.37 TRANSFERS.....</b>	<b>72</b>
<b>14.38 WAIVER .....</b>	<b>75</b>
<b>14.39 WARRANTY AGAINST CONTINGENT FEES.....</b>	<b>76</b>

**AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>PAGE</b>
14.40 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE .....	76
14.41 ARTIFICIAL TRANS FAT REDUCTION PROGRAM:.....	77
14.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	78
14.43 CONCESSIONAIRE PERFORMANCE.....	82
14.44 TIME OFF FOR VOTING .....	82
14.45 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS.....	83
<b>15.0 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS.....</b>	<b>83</b>
<b>16.0 ENTIRE AGREEMENT .....</b>	<b>83</b>
<b>17.0 AUTHORIZATION WARRANTY.....</b>	<b>84</b>
<b>SIGNATURES.....</b>	<b>85</b>

**STANDARD EXHIBITS**

EXHIBITS

A DEPARTMENT OF THE ARMY MASTER LEASE AGREEMENT.....	
B SITE PLAN/CONCESSION PREMISES .....	
C CONCESSIONAIRE'S OPERATION PLAN.....	
D IRS NOTICE 1015.....	
E SAFELY SURRENDERED BABY LAW .....	
F CONCESSIONAIRE'S EEO CERTIFICATION .....	
G COUNTY STAFF FEES (as of July 2015).....	
H COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	
I COUNTY'S SMOKING BAN.....	
J ARTIFICIAL TRANS FAT REDUCTION PROGRAM PARTICIPATION	

**CONCESSION AGREEMENT FOR THE  
OPERATION OF A RENAISSANCE THEME FAIRE  
AT THE SANTA FE DAM RECREATION AREA**

THIS CONCESSION AGREEMENT, made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016,

BY AND BETWEEN

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

AND

**Renaissance Entertainment  
Productions, Inc.**, a corporation,  
hereinafter referred to as  
"Concessionaire,"

**RECITALS**

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

**WHEREAS**, The Department of the Army (hereinafter "United States" and/or the "District Engineer") is the fee owner of the real property and has under authority of Section 4 of the Act of Congress approved December 22, 1944, as amended (16 U.S.C. 460d), and the Federal Water Project Recreation Act, 79 Stat. 214 (16 U.S.C. 460L-13), granted to the County of Los Angeles a lease, a copy of which is attached hereto as Exhibit "A" and incorporated by this reference, for a period of fifty (50) years commencing on May 4, 1976, and ending on May 3, 2026, (hereinafter "the Lease") to use and occupy approximately 835.77 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Santa Fe Flood Control Basin Project Area; and

**WHEREAS**, a concession for the operation of a renaissance theme faire 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 has approved the 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 Santa Fe Dam Recreational Area pursuant to the provisions and conditions of the "Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin, No. DACW09-1-76-72", as approved by the Board of Supervisors of Los Angeles County on April 24, 1976 and granted to County by the Secretary of the Army under authority of Flood Control Act of 1944 Section 4 of the Act of Congress approved December 22, 1944, as amended. Accordingly, Concessionaire accepts and agrees to be bound by the following conditions thereof:

- a. That the primary purpose of the Santa Fe Dam Flood Control Basin is the control of flood, and nothing herein expressed or implied shall be construed so as to conflict with that purpose.
- b. That the concession premises shall be subordinate to the use thereof by the Department of the Army in the operation and maintenance of the Santa Fe Dam Flood Control and 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 the Santa Fe Dam Recreational Area, and shall be subject to the general supervision of the District Engineer for the Los Angeles District of the 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 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 control 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 control 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 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 control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use thereof as may be necessary in connection with flood control work, 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.
- 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 Premises to a condition satisfactory to the District Engineer within such time as the Secretary of the Army may designate. In the event of failure or neglect to remove property and/or restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the 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 Santa Fe Dam Recreational Area Renaissance Theme Faire Concession 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 (Board):** 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 Agreement:** Hereinafter referred to as Agreement; is the Agreement between County and Concessionaire.
- 2.2.7 **Concession Premises:** The area within the Santa Fe Dam Recreation Area, Northwest area of Area B, as shown in Exhibit B, for the use in the concession granted herein by the Agreement.
- 2.2.8 **Corps:** the United States Army Corps of Engineers
- 2.2.9 **County:** The County of Los Angeles.



- 2.2.10 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.
- 2.2.11 **District Engineer:** The District Engineer of the United States Army Corps of Engineers, Los Angeles District, his authorized representative, or his designee.
- 2.2.12 **Event:** Renaissance Theme Faire which will only operate on weekends (Saturday and Sunday) beginning no earlier than the first weekend in April and ending no later than the last weekend in May, prior to the Memorial Day weekend. The hours of operation will be from 10:00 am to 7:00 pm.
- 2.2.13 **Los Angeles County Sheriff's Department:** the primary law enforcement agency on County-owned and/or County-leased property.
- 2.2.14 **State:** the State of California.
- 2.2.15 **United States:** the United States of America, the Department of the Army

### **3.0 USE GRANTED**

- 3.1 Concessionaire is hereby authorized and required to: conduct a renaissance theme faire concession at the Santa Fe Dam Recreation Area, located at 15501 East Arrow Highway, Irwindale, California, operate, construct and transform the concession premises to a fully interactive renaissance theme faire, that will provide performances which demonstrate and teach various crafts, skills and games with an educational benefit and/or experience. In addition, the operator must provide a minimum of 150 vendor spaces for sales of goods and services associated with the renaissance theme faire.

The Concessionaire shall be responsible for installing and providing adequate fixtures and equipment required for the renaissance theme faire concession. Concessionaire shall not bring in materials or perform any set up prior to March 1<sup>st</sup> of every year. No permanent structures will be permitted. Concessionaire's activities shall not interfere with the

Corps' abilities to operate and maintain the Dam for flood control purposes. Concessionaire must coordinate proposed Event activities with Los Angeles County Public Works (water conservation).

- 3.2 Concessionaire acknowledges and agrees that as of the commencement of the Term of this Agreement by separate license agreement with a third party provider, the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at Santa Fe Dam Recreational Area.
- 3.3 Concessionaire acknowledges personal inspection of said property and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Concessionaire accepts said property 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 Agreement, to enter the concession premises at any time and for any purpose necessary or convenient in connection with river, harbor and flood control 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 control, 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 United States acting by and thru the Corps, and limit any such improvement to open type structures between twenty-five (25) and fifty (50) year flood frequency elevations, as determined by the Corps.

- 3.5 Concessionaire understands and agrees that this Agreement is by lease; 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 Any merchandise, memorabilia, services, activities, food, and/or beverages proposed to be provided or sold to the public and any temporary structures and equipment constructed within the Concession Premises that are consistent with the use granted hereinabove must be submitted in writing for approval by the Director and the District Engineer.

#### **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 approval by the District Engineer and the Director; securing of applicable permits by Concessionaire; and compliance by Concessionaire with such terms and conditions as may be imposed by the Director and the Army Corps of Engineers. Any construction 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 of the United States Army Corps of Engineers, Los Angeles District, 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.

## **5.0 TERM OF AGREEMENT**

The term of the Agreement shall be for a period of nine (9) years commencing on **March 1, 2016, through February 28, 2025**, unless terminated sooner or extended, in whole or in part, as provided for in this Agreement.

## **6.0 CONSIDERATION**

- 6.1 In consideration for the use granted herein pursuant to Subsection 3.1 hereinabove, Concessionaire shall pay an Operational Use Fee in the amount of **One Hundred Ten Thousand Dollars (\$110,000)** per Event during the term of this Agreement. Said Operational Use Fee shall be paid to the County in two (2) equal monthly installments in May 15 and June 15. **The Operational Use Fee shall increase, on a biannual**

**(every two years) basis, at a compounded rate of three (3%) percent, beginning on the anniversary date of the commencement of the term of the Agreement, as follows:**

**Year 3 and 4 of the Agreement: \$113,300**

**Year 5 and 6 of the Agreement: \$116,699**

**Year 7 and 8 of the Agreement: \$120,200**

**Year 9 of the Agreement: \$123,806**

6.2 In addition to the Operational Use Fee, Concessionaire shall pay the difference, if any, between the Minimum Parking Guarantee (**\$350,000**) and the total vehicle entry fees collected by the County during the Event.

6.2.1 In accordance with Paragraph 6.2 above, the vehicle entry fees total for the weekend, as collected by County personnel, shall be provided to the Concessionaire on the Tuesday following each weekend the Event is operating.

6.2.2 Within fifteen (15) days after the close of the Event for a specific agreement year, as provided for hereinafter in Paragraph 13.4, Days and Hours of Operation, the Department of Parks and Recreation shall reconcile the per Event Minimum Parking Guarantee with the aggregate of vehicle entry fees collected in accordance with Paragraph 6.2. The reconciliation shall be based on the following:

- **(A)** Event's Minimum Parking Guarantee
- **(B)** Aggregate of vehicle entry fees collected during Event

If the Department of Parks and Recreation finds that amount **(B)** exceeds the amount **(A)**, then no payment is required. However, should amount **(B)** fail to exceed or equal amount **(A)**, then the amount equal to the difference shall be paid by the Concessionaire to the

Department of Parks and Recreation, no later than sixty (60) days following the close of renaissance theme faire's operation(s) for a specific agreement year.

**The Minimum Parking Guarantee shall increase, on a biannual (every two years) basis, at a compounded rate of three (3%) percent, beginning on the anniversary date of the commencement of the term of this Agreement.**

- 6.3 In addition to the payment of rent described above, the Concessionaire shall be required to pay any additional fees as required by Corps, the County, the City of Irwindale, the Los Angeles County Sheriff's Department, and other governmental agencies as applicable.
- 6.4 When the Director and Concessionaire find that with regard to a particular activity not otherwise provided for herein, the Director may authorize, with the consent of the District Engineer, said activity and establish a minimum amount as payment for the privilege of engaging therein. 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 The amounts due shall be paid to the County as follows:  
Payment shall be by check or draft 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. 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.

## **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 three (3) 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 **Thirty Thousand Dollars (\$30,000)** 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 SANTA FE DAM 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

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 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 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 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 Santa Fe Dam 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, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). 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 Santa Fe Dam 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 SANTA FE DAM 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 Santa Fe Dam 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 Santa Fe Dam 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 Santa Fe Dam 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, 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 California Environmental Quality Act (CEQA) and shall receive written approvals and authorizations from Director. The Concessionaire shall, however, maintain full responsibility for implementing all 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 of Parks and Recreation 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.

- i. 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):**

Concessionaire shall construct, at its own expense, a third vehicle lane beginning at the entrance of the Facility and continuing to parking lot #2, as identified in Exhibit B (outlined in orange). It is anticipated that the third vehicle lane shall be 1/3 mile long x 12 feet wide, asphalt over crushed gravel base, with concrete containment curb, at the Department of Parks and Recreation's discretion. Concessionaire must commence the construction of this third vehicle lane no later than the first day of the fourth year of this Agreement, and shall complete construction of the third vehicle lane by the end of the fifth year of the Agreement. It is estimated that the cost of construction of the third vehicle lane shall not exceed \$400,000. However, in the event the cost of construction of the third vehicle lane exceeds \$400,000, Concessionaire shall immediately notify County. Concessionaire shall not be responsible for any construction costs for the third vehicle lane in excess of \$400,000.

## **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 "Santa Fe Dam 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 foregoing 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 At any time prior to or during the term of this Agreement, the County shall require that all of the Concessionaire'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 at his/her request.

#### **13.4 Days and Hours of Operation**

The days of operation for the renaissance theme faire shall be weekends only (Saturday and Sunday) beginning the first weekend in April and subsequent seven (7) weekends thereafter. Moreover, the renaissance theme faire will never operate in the last weekend in May, prior to the Memorial Day weekend. The start-up date for the renaissance theme faire shall be no sooner than March 1<sup>st</sup> of every year. The hours on the days the renaissance theme faire will operate are from 10:00 a.m. to 7:00 p.m. Any changes in the days and hours of operation heretofore prescribed shall be subject to the approval by the District Engineer and the Director.

Notwithstanding the above, Concessionaire shall host a "School Day Event" for local school districts (Kindergarten -12th grade) at a discounted rate, where it provides students the opportunity to learn about the historical Renaissance Period through interactive activities. The School Day Event will be scheduled on a single Friday, within the operational dates of the renaissance theme faire. On the School Day Event, the hours of operation will be from 9:30 am to 3:30 pm.

The Concessionaire shall be responsible for advertising the "School Day Event" including the printing of flyers, posters, and/or other means of advertisements.

### **13.5 Default of Maintenance Obligations**

13.5.1 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.

13.5.2 County may cure the default of the Concessionaire with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. 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.

**13.6 Disorderly Persons**

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

**13.7 Fencing**

Concessionaire shall set-up a six foot fence surrounding the perimeter of Event and two (2) 20 foot gates for ingress and egress.

**13.8 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.

**13.9 Food and Beverage Quality**

If so authorized, Concessionaire shall furnish and dispense foods and 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 beverages sold or kept for sale by Concessionaire shall be first-class 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.

**13.10 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.

**13.11 Illegal Activities**

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

**13.12 Non-Interference**

Concessionaire shall not interfere with the public use of and the programming within the Santa Fe Dam Recreation Area.

**13.13 Overnight Camping for Security Purposes**

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, not to exceed 100 individuals, and in no case, may there be no more than two (2) individuals per booth. Concessionaire shall provide security, at its sole expense. Camping for security purposes shall be in area(s) approved and designated by the Director and District Engineer and only for the purpose of securing personal property, belongings, and event merchandise. However, children under the age of eighteen (18) are prohibited from staying overnight.

**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 Santa Fe Dam Recreation Area. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the Santa Fe Dam 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 first-class manner, providing similar activities, programs and services. 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 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 Lease Agreement.

**13.19 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 30 days following the conclusion of each Event 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.

**13.20 Operational Plan**

Concessionaire shall provide an Operation Plan thirty (30) days prior to the commencement of every Event of each calendar year, the Concessionaire shall submit an Operational Plan (attached as Exhibit D) for approval by the Director, District Engineer, and other applicable governmental agencies. Said Operational Plan shall include, but not be limited to, no less than the information described hereinafter.

### **13.20.1 Alcoholic Beverages**

- a. Permits. Concessionaire shall be responsible for obtaining the necessary permits from, and comply with all license and operating requirements of the Federal, State and local laws and ordinances, including the State of California's Alcoholic Beverage Control Board thirty (30) days prior to the commencement of each Event. Concessionaire shall also obtain a written permit from the Director of the Los Angeles County Department of Parks and Recreation authorizing the sale and consumption of alcoholic beverages within the Concession Premises pursuant to the conditions set forth in the Department's Policy/Procedure Manual PM 552 (Sales and/or Consumption of Alcoholic Beverages for Special events at a County Park Facility) and incorporated herein by reference.
- b. Concessionaire is responsible for the operation and security needs of a maximum of seven (7) beer and wine serving gardens/areas in compliance with the requirements of the California Alcoholic Beverage Control Board and the Department's Policy/Procedure Manual PM 552.
- c. Concessionaire shall provide appropriate number of security staff for beer and wine-serving gardens/areas at all times during the hours in which alcoholic beverages are offered for sale to the public.
- d. 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. Any proposed alcohol or tobacco sponsorship agreement for the renaissance theme faire depicting the name and/or product shall be subject to prior review and approval by the Director.

With regard to same, Concessionaire shall comply with any changes recommended by the Director.

- e. Concessionaire agrees to provide on-site exclusive “responsible drinking” booths from which literature and other educational materials will be distributed on and during the renaissance theme faire dates.
- f. Concessionaire will place a “responsible drinking” tag line on all promotional event materials and radio broadcasts.
- g. Concessionaire will provide dedicated nonalcoholic beverage (other than nonalcoholic beer) booths throughout the Concession Premises during the renaissance theme faire.
- h. Alcoholic beverages shall not be sold after 6:30 p.m. during the days the renaissance theme faire is open to the public.

**13.20.2 Environmental Mitigation**

- a. The Concessionaire will be required to hire a consultant to engage in cowbird trapping to mitigate for the environmental impacts of this Agreement as identified by the Corps. The cowbird trapping will be conducted in a manner deemed acceptable by the Corps. The cowbird trapping is an annual requirement that shall be performed each year the Agreement is in place.
- b. Notwithstanding the above, the Concessionaire will be responsible to fulfill the environmental mitigation requirements as identified by the Corps.
- c. County may cure the default of the Concessionaire with respect to the environmental mitigation requirements of the Corps and assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. 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 environmental mitigation performed.

**13.20.3 Identification System**

Thirty (30) days prior to the commencement of each Event, Concessionaire shall: 1) establish an identification system with photos; and 2) submit a 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.

**13.20.4 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 Premises to maintain turf and minimize dust.
- b. Concessionaire shall manage trash removal inside the Concession Premises during the term of the renaissance theme faire 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 Premises.
- d. Concessionaire shall provide and maintain in its employ at the Concession Premises a full-time maintenance crew during daily operating hours of the renaissance theme faire.

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) forty (40) yard roll-off trash bins for the renaissance theme faire and ensure that the contents are disposed of properly off-site. During the renaissance theme faire, Director may require Concessionaire to provide additional bins for the proper disposal of trash. Roll-off trash bins must be removed from the Santa Fe Dam Recreational Area no later than 30 days following the conclusion of each Event.
- f. Concessionaire shall provide a minimum of seventy-five (75) standard portable toilets and five (5) ADA Compliant portable toilets during the renaissance theme faire. Concessionaire shall pump out each portable toilet daily every day during the period that the renaissance theme faire is open to the public. In addition, Concessionaire shall inspect and clean each portable toilet at a minimum of four (4) times per day during the period that the renaissance theme faire is open to the public. All portable toilets shall be

removed from the Concession Premises no later than 30 days following the conclusion of each Event.

- g. Concessionaire shall inspect the Premises in advance of, during and after the renaissance theme faire with representatives of the Department of Parks and Recreation. The County shall be entitled to reimbursement of all County costs for repair and/or replacement of improvements, or damages to Santa Fe Dam Recreational Area that are directly related to the renaissance theme faire. 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 of Parks and Recreation 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.
- h. 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. This provision does not pertain to conditions rendering the Concession Premises unusable as otherwise set forth herein.

- i. In the event that the renaissance theme faire 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 or his authorized representative. Each party shall provide to the other a list of authorized representatives upon commencement of the first Agreement year. Updated lists shall be provided by either party as changes occur throughout the term of the Agreement.

**13.20.5 School Day Event**

Concessionaire shall host a "School Day Event" for local school districts (Kindergarten -12th grade) at a discounted rate, where it provides students the opportunity to learn about the historical Renaissance Period through interactive activities. The School Day Event will be scheduled on a single Friday within the operational dates of the renaissance theme faire. On the School Day Event, the hours of operation will be from 9:30 am to 3:30 pm.

The Concessionaire shall be responsible for advertising the "School Day Event" including the printing of flyers, posters, and/or other means of advertisements.

**13.20.6 Parking/Traffic Control**

- a. Concessionaire, at its sole cost and expense, shall be responsible for managing, controlling, supervising, and providing sufficient staff for all vehicles entering and parking within the Santa Fe Dam Recreational Area for purposes of attending the renaissance theme faire. In addition, Concessionaire is responsible for avoiding traffic congestion on the streets entering the Santa Fe Dam Recreational Area. Concessionaire shall submit the parking/traffic control plan for review and approval to the Director thirty (30) days prior to the commencement of each Event and shall be subject to the review by the Los Angeles County Sheriff's



Department, Los Angeles County Fire Department, City of Irwindale Police Department, California Highway Patrol and/or Corps. All changes, amendments or recommendations by the County shall be implemented by Concessionaire prior to the renaissance theme faire being opened for public patronage.

- b. 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.

#### **13.20.7 Patron/Non-Patron Complaints**

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

- a. Within ten (10) business days after Contract effective date, the Concessionaire shall provide the County with the Concessionaire's policy for receiving, investigating and responding to user complaints.
- b. The County will review the Concessionaire's policy and provide the Concessionaire with approval of said plan or with requested changes.
- c. 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.
- d. 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.

- e. The Concessionaire shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- f. 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.
- g. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

**13.20.8 Safety**

- a. 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.
- b. 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 and lost and found station shall be staffed by qualified person(s) during each day the renaissance theme faire is opened to the public and shall be subject to approval by the Director.
- c. Inclement Weather  
Concessionaire shall make initial assessment of Concession Premises to determine if it is safe for use by the public.
- d. In the event County observes the Concession Premises is unsafe due to inclement weather conditions or other

hazardous elements, County may have the sole discretion to close the facility to prevent any injuries.

**13.20.9 Site Plan**

The Concessionaire shall provide a site plan indicating specific locations of **ALL** temporary structures, equipment, vendor spaces and improvements to the Concession Premises. The site plan shall be of sufficient detail and scale to give an accurate depiction of the proposed work and vendors sites and structures. The site plan should also detail exit and entrance routes for the public during non-emergencies and emergencies.

**13.21 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 13.20.4(f) above, shall be cleaned and inspected no less than four (4) times daily and pumped out at least once per day.

**13.22 Security**

- a. Concessionaire, at its own 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.
- b. 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 shall provide approved and licensed security officers, law enforcement, or retired law enforcement and is subject to review and approval as stated in 13.22(d) hereinafter.

- c. 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 13.22(a) above for 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.
- d. Concessionaire's security operation plan and evacuation plan for the renaissance theme faire shall be subject to the review and approval by the Los Angeles County Sheriff's Department, Los Angeles County Fire Department, City of Irwindale Police, California Highway Patrol and/or Corps. All changes, amendments or recommendations by the County shall be implemented by Concessionaire prior to the renaissance theme faire being opened for public patronage. Concessionaire shall submit its plans for review and approval thirty (30) days prior to the commencement of each Event.
- e. In the event that law enforcement officers are required pursuant to the hereinabove security operation plan, Concessionaire shall reimburse the law enforcement agencies within thirty (30) days following receipt of request of payment for services provided during the renaissance theme faire.
  - Upon approval of the security operational plan and evacuation plan, the Sheriff's Department shall provide the Concessionaire with an operational schedule with the total deployed law enforcement personnel.
- f. Notwithstanding any other provision of this Agreement, Concessionaire shall pay the cost for specific and extraordinary services incurred

should there be any major 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, City of Irwindale Police Department, and the California Highway Patrol.

**13.23 Utilities**

- a. County shall provide water and electricity consumed by Concessionaire in the operation of the Event.
- b. 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.
- c. If the County is unable to provide the electrical service to the level needed for the Event, the Concessionaire will be responsible for providing such electrical service at its own expense subject to the approval of the Director and the District Engineer.

**13.24 Vendors**

a. Vendor List

Concessionaire shall submit for the Director to review and for approval thirty (30) days prior to the commencement of each Event, 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 commencement of each Event.

b. Vendor Sales and Services

Up to 150 vendors who are under contract with Concessionaire may provide sales and services. Types of merchandise and services that will be provided to the public by the vendors include, but are not limited to: artwork, candles, food products, ceramics, clothing, flowers, plants

and related products, game opportunities, glassware, collector rocks, hats, spices, jewelry, leather goods, masks and costumes, metal work, perfume, rides, toys, wood products, psychic services and massage therapy.

## **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 ENFORCEMENT**

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 a 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 of Parks and Recreation 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 of Parks and Recreation 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 (County 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 or connected with Concessionaire, Concessionaire's contractors, subcontractors, subconcessionaires, performers, employees, agents, actors and volunteers acts and/or omissions arising from and/or relating to all forms of fair activities including security and parking whether directly or indirectly intended within this Agreement. 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 and Golf Division  
301 North Baldwin Avenue  
Arcadia, CA 91007-2697  
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 Indemnitees) 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:	\$5,000,000
Each Occurrence:	\$5,000,000
Liquor Liability:	\$5,000,000

**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 \$2 million per claim and \$2 million 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**

Concessionaires given exclusive use of County owned or leased 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 Concessionaire'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, Lessee 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. General Liability Insurance: Such coverage shall be written in a form equivalent to the ISO 1996 Occurrence Form and include, but not limited to, coverage for (a) independent contractors, completed operations, (b) blanket contractual liability, and (c) explosion, collapse, and underground hazards with limits of at least \$2 million each occurrence, \$2 million Personal and Advertising Injury, \$4 million Annual General Aggregate and \$4 million Products and Completed Operations Aggregate.

The Products and Completed Operations shall remain in force for at least 2 years after Final Completion and written acceptance of the project by the County.

- c. Professional Liability: insurance covering liability arising from any error omission, or negligent act of the Lessee, 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 Paragraph 14.20 when so requested by the County.
- 14.20.7 If the County finds that any provisions of this 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](http://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 **Renaissance Entertainment Productions, Inc., 5027 Irwindale Avenue, Suite 200, Irwindale, CA 91706**. The address to be used for any notice served by mail upon County shall be: **Department of Parks and Recreation, Attention: Contracts and Golf 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) subcontract 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 4.5 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 Paragraph 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 IMPROPER CONSIDERATION**

14.33.1 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.

14.33.2 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

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

#### **14.34 TERMINATION FOR INSOLVENCY**

14.34.1 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;

14.34.2 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

14.34.3 The rights and remedies of County provided in this Paragraph 14.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **14.35 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.

**14.36 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE**

14.36.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Santa Fe Dam 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.

14.36.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Santa Fe Dam 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.

**14.37 TRANSFERS**

14.37.1 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.

- 14.37.2 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.
- 14.37.3 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.
- 14.37.4 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 Santa Fe Dam Recreation Area.
- 14.37.5 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.

14.37.6 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.

**14.38 WAIVER**

14.38.1 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.

14.38.2 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.

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

14.38.4 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.

**14.39 WARRANTY AGAINST CONTINGENT FEES**

14.39.1 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.

14.39.2 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.

**14.40 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.

**14.41 ARTIFICIAL TRANS FAT REDUCTION PROGRAM:**

- 14.41.1 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, as more specifically set forth in Exhibit J hereto. Concessionaire shall provide the written certification attached hereto as Exhibit J 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](http://www.lapublichealth.org).
- 14.41.2 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.
- 14.41.3 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.



14.41.4 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 14.41. 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.

#### **14.42 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.

14.42.1 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).

14.42.2 Failure on the part of the Concessionaire to comply with any of the provisions of this Sub-paragraph 14.42 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

14.42.3 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.

14.42.4 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 14.42 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.

14.42.5 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) **\$7,500 to \$10,000** 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.

- 14.42.6 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.
- 14.42.7 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.).
- 14.42.8 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.

14.42.9 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.

**14.43 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.

**14.44 TIME OFF FOR VOTING**

The Concessionaire shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Concessionaire and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go

to their place of work, a notice setting forth the provisions of Section 14000.

#### **14.45 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

14.45.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

14.45.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **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 Santa Fe Dam Recreation Area for the operation of a renaissance theme faire 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 renaissance theme faire 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 Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this 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 \_\_\_\_\_  
John Wicker, Acting Director  
Department of Parks and Recreation

**CONCESSIONAIRE**

By Shabot Stone  
Renaissance Entertainment Productions, Inc.

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By Christina A. Salseda  
Christina A. Salseda  
Principal Deputy County Counsel



CHIEF ADMINISTRATIVE OFFICER  
COUNTY OF LOS ANGELES

713 HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012  
974-1101



December 19, 1975

HARRY L. HUFFORD  
CHIEF ADMINISTRATIVE OFFICER

ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

MEMBERS OF THE BOARD  
BAXTER WARD  
CHAIRMAN  
PETER F. SCHABARUM  
KENNETH HAHN  
EDMUND D. EDELMAN  
JAMES A. HAYES

HONORABLE BOARD OF SUPERVISORS  
County of Los Angeles  
383 Hall of Administration

10

DEC 30 1975

Gentlemen:

A handwritten signature in cursive script, appearing to read "Larry J. Monteilh".

LARRY J. MONTEILH  
EXECUTIVE OFFICER

LEASE AGREEMENT FOR THE  
SANTA FE DAM RECREATION AREA

On November 12, 1975, the Board, on motion of Supervisor Schabarum, approved my report which proposed the concept of financing the County's share of development costs of the Santa Fe Dam Recreation Area on a deferred basis with the U.S. Army Corps of Engineers. My office was instructed to explore the deferred financing approach in detail with the Corps and to report back to the Board.

The Department of Parks and Recreation, County Counsel and my office have negotiated an agreement with the Army Corps of Engineers which provides that the Corps will construct approximately \$4 million in recreational improvements and lease them to the County. The County's obligation to the Corps will be satisfied by making annual lease rental payments for a twenty-year period. The agreement also provides for a fifty-year operational lease on the 722 acres of Federal property located within the Santa Fe Flood Control Basin and is similar to that for the Whittier Narrows Recreation Area.

The recreational development will be consistent with the General Development Plan as shown on Exhibit C of the attached proposed lease and will consist of 30 acres of picnic area, a 20-acre lake with a swimming beach, nature center building, and parking for 500 cars.

The lease provides that the County will pay \$100,000 annually in advance plus interest at 5.116 percent of the unamortized portion of one-half of the cost of the recreational improvements which is now estimated at \$4 million. The first year lease payment (principle only) is estimated to be \$100,000. The second year lease payment (principle and interest) is estimated at \$197,204. Each subsequent payment will be reduced as the local share of development is amortized.

If the Board adopts a formula for dividing recreational funding by district, the lease obligation would be applied against the First District allocation. The Department of Facilities has advised that the lease rental rate is less than the fair rental value of the recreational improvements being leased to the County.

This lease agreement has the full support of local U.S. Army Corps of Engineers' officials; but since it differs from previous Corps policies, it will have to be approved by the Secretary of the Army. Should further modifications be required by the Secretary, we will report back to the Board.

The Army Corps of Engineers has completed an environmental assessment to comply with the National Environmental Policy Act (NEPA). A negative declaration for this project has been prepared and the Department of Parks and Recreation has concluded that this lease will have no significant impact on the environment. A copy of the negative declaration is attached.

THEREFORE, IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached negative declaration and find that there is no significant effect on the environment.
2. Approve and the Chairman be instructed to sign the attached fifty-year lease agreement with the U.S. Army Corps of Engineers which has been approved as to form by County Counsel.
3. Approve and the Chairman be instructed to execute the Assurance of Compliance with the Department of Defense Directive under Title VI of the Civil Rights Act of 1964 attached to the lease as Exhibit E.

4. Instruct the Executive Officer-Clerk of the Board of Supervisors to forward the agreement to the local District Engineer for processing to the Secretary of the Army.

Very truly yours,

HARRY L. HUFFORD  
Chief Administrative Officer

HLH:WAL

RVH:tlg

Attachments

cc: Each Supervisor  
County Counsel  
Director of Facilities  
Director of Parks and Recreation  
U.S. Army Corps of Engineers

# 36780

DEPARTMENT OF THE ARMY  
LEASE  
FOR PUBLIC PARK AND RECREATIONAL PURPOSES  
SANTA FE FLOOD CONTROL BASIN  
LOS ANGELES COUNTY, CALIFORNIA

NO. DACW09-1-76-72

THE SECRETARY OF THE ARMY hereinafter sometimes referred to as the "GOVERNMENT" under authority of Section 4 of Act of Congress approved 22 December 1944, as amended (16 U. S. C. 460d), and the Federal Water Project Recreation Act, 79 Stat. 214 (16 U. S. C. 460L-13) hereby grants to the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter called the "COUNTY", a lease without monetary consideration for a period of fifty (50) years commencing on 4 May, 1976, and ending on 3 May, 2026, to use and occupy approximately 835.77 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Santa Fe Flood Control Basin Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", numbered 157-K-42.1, dated 25 June 1971, for public park and recreational purposes and described in Exhibit "B", legal description dated, 23 December 1975, File 157-K-42.1, both exhibits being attached hereto and made a part hereof.

Construction of the Santa Fe Flood Control Basin (hereinafter called the "Project") was authorized by the Flood Control Act approved 22 June 1936, (Public Law 738, 74th Congress); and

The County is authorized to administer the leased premises, both land and water areas for recreational purposes, and operate, maintain and replace facilities provided for such purposes and is empowered to contract for such purposes, and is empowered to contract in these respects; and

The Government is authorized by the Flood Control Act of 1944, Section 4, as amended (16 U. S. C. 460d), to enter into leases with non-Federal

public bodies for development, management and administration of the recreation resources of Federal water resources projects.

THIS LEASE is granted subject to the following conditions:

1. The County shall conform to such regulations as the Government 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 County 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 Government or with provisions of the above cited Act of Congress.

2. LANDS AND FACILITIES

(a) The Government has designed and constructed and operates the Project to provide for optimum enhancement of general recreation consistent with other authorized Project purposes. The improvements to be constructed are shown on the Santa Fe Dam Recreational Area General Development Plan (GDP) for the Project, as concurred in by the County and incorporated herein by reference as Exhibit "C".

(b) The Government in cooperation with the County has prepared a mutually acceptable GDP which depicts and identifies the types and quantities of facilities which the Government will construct in accordance with the terms of this lease. The presently estimated cost of facilities to be so provided is contained in Exhibit "D" entitled "Estimated Separable Recreation Costs", attached hereto and made a part hereof. Such estimate of facility cost will be subject to reasonable adjustment as appropriate upon completion of construction.

(c) Title to all lands and facilities developed or constructed by or with Government assistance to enhance the recreation potential of the premises shall at all times be in the United States.

(d) The performance of any obligation or the expenditure of any funds by the Government under this lease is contingent upon Congress making the necessary appropriations and funds being allocated and made available for the work required hereunder.

(e) The County shall make annual installment payments for its share of the cost of initial recreation development for that 20 year period commencing upon completion by the Government of the said improvements for general recreation and the delivery of possession of the said facilities to the County's Director of Parks and Recreation for the County's use and benefit.

(f) The facilities as shown in Exhibit "D", which may be adjusted in accordance with condition 2(b) above, shall be constructed jointly by the parties through mutually satisfactory division of responsibility for construction which takes into account direct and indirect cost savings which may be gained by the parties in the public interest for certain specific facilities, provided, that the facilities to be constructed by each party shall be formally agreed upon by the two parties prior to construction, consistent with the provisions of Condition 3.

### 3. COST AND PAYMENT.

(a) Initial Development. The cost of initial recreation development is estimated to be \$4,000,000.

(b) The County hereby agrees to make annual installment payments as follows:

(1) One hundred thousand dollars (\$100,000) annually in advance for twenty years together with 5.116 percent of the unamortized portion of one half of the cost of initial recreation development.

(2) This annual installment payment will be recomputed by the parties upon completion of construction and the actual cost incurred has been determined. The County's annual installment payment will be increased or decreased depending on whether the actual construction costs are greater

or less than the estimated \$4,000,000. The annual installment payment will be adjusted so that County pays one-twentieth (1/20th) of 50% of the actual cost of the recreational improvements together with interest computed as set forth above.

(3) It is understood and agreed that the construction costs shall include the actual costs to the Government of the work included in the Government construction contract and on the basis of unit prices in the Government contract and final quantities covering labor, materials, and equipment required for the work under the Government construction contract plus costs for engineering, design, supervision and administration.

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(4) The first annual installment payment shall be due and payable within thirty (30) days after the County is notified in writing by the Government that the facilities are available for useful operation. Each subsequent annual installment payment shall be due and payable to the Treasurer of the United States within thirty (30) days of the yearly anniversary date of such notice. Said payments shall be made upon submission of a claim for each payment to the County Auditor of County by the date of each annual payment.

(5) The County warrants that its general tax revenues shall be made available and utilized to fulfill its obligation relative to said annual installment payments.

(c) Future Development. Neither party is obligated by this lease to undertake any future development of the premises, except to the extent this lease may be so modified by future supplemental agreement signed by the parties and approved by the Government. If at any time the County wishes to undertake further development of the premises, it may do so at its expense provided prior approval of the Government is obtained, but the Government shall not be obligated to reimburse the County for any portion of such expense in the absence of a supplemental agreement hereto as aforesaid.

(d) Other Federal Funds. No credit against the annual installment payments of any kind whatsoever will be allowed the County for expenditures financed by, involving, or consisting of, either in whole or in part, contributions or grants of assistance received from any Federal agency in providing any lands or facilities for recreation enhancement hereunder.

#### 4. CONSTRUCTION AND OPERATION OF ADDITIONAL FACILITIES.

Certain types of facilities, including but not necessarily limited to restaurants, lodges, golf courses, cabins, clubhouses, overnight or vacation type structures, stables, marinas, swimming pools, and such similar revenue producing facilities, may be constructed by the County



or by third parties on a concession basis. Any such construction and operation of these types of facilities shall be compatible with all Project purposes and shall be subject to prior approval of the Government. However, the County shall not receive credit for costs of such facilities against the annual installment payments due and payable under condition 3 of this lease.

5. FEES AND CHARGES

(a) The County may assess and collect fees for entrance to developed recreation and fish and wildlife areas and for use of the premises in accordance with a fee schedule mutually agreed to by the parties. Not less often than every five years, the parties will review such schedule and, upon the request of either, renegotiate the schedule. The renegotiated fee schedule shall, upon written agreement thereto by the parties, supersede any existing fee schedule without the necessity of modifying this lease.

(b) The County and its sublessees may conduct such revenue-producing activities as are within the scope of condition 4 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 County 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 County. In the latter event, the sublease will be approved in writing by the Government. The County 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 County, but normal maintenance and clean-up will be provided.

(c) The rates and prices charged by the County or its grantees for revenue-producing activities shall be reasonable and comparable to rates charged for similar goods and services by others in the community 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.

(d) All monies received by the County 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 County 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 Government at the end of each 5-year period. The County shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the Government, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the County. The Government shall have the right to perform audits of the County's records and accounts, and to require the County to audit the records and accounts of third party concessionaires, and furnish the Government a copy of the results of such an audit.

6. FEDERAL AND STATE LAWS.

(a) In acting under its rights and obligations hereunder, the County agrees to comply with all applicable Federal and State laws and regulations, including but not limited to the provisions of the Davis-Bacon Act (40 U.S.C. 276 a-a (7)); the Contract Work Hours and Safety Standards

Act (40 U. S. C. 327-333); and part 3 of Title 29, Code of Federal Regulations.

(b) The County furnishes, as part of this lease, the assurance that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U. S. C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, a copy of which is attached and marked Exhibit "E". The County agrees also that it will obtain such assurances from all its concessionaires.

(c) The County furnishes as part of this lease the assurance that it will comply with Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646).

#### 7. OPERATION AND MAINTENANCE.

(a) The County shall be responsible for operation, maintenance and replacement without cost to the Government, of all facilities developed on the premises for recreation opportunities. As used in this lease, the term "replacement" shall be construed to mean the replacement in whole or in part of any structure or improvement so worn or damaged by any cause as to no longer adequately serve its designed function with normal maintenance. The County 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 County incident to the exercise of the privileges herein granted it shall be promptly repaired or replaced by the County to the satisfaction of the Government.

(b) 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.

(c) All structures shall be constructed and landscaping accomplished in accordance with plans approved by the Government. Further, the County 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.

(d) The right is reserved to the Government, 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 flood control, and the County shall have no claim for damages of any character on account thereof against the Government or any agent, officer or employee thereof and make inspections concerning the operation and maintenance of the lands and facilities provided hereunder.

(e) The Government shall at all times have the right to make inspections concerning the operation and maintenance of the lands and facilities to be provided hereunder.

(f) The County shall be guided by an annual plan of operation and maintenance in furtherance of the GDP attached hereto as Exhibit "C". On or before the anniversary date of the lease each year, the parties shall agree on the annual plan which shall include but is not limited to the following:

(1) Plans for management activities to be undertaken by the County including improvements and other facilities to be constructed thereon in accordance with the lease.

(2) Report of the management, maintenance and development accomplishments of the County for the preceding year.

(3) Significant modifications of policies or procedures which have developed or are to be applied.

(4) Minor modifications to the GDP (major modifications to be accomplished by amendment of the GDP).

8. RELEASE OF CLAIMS.

(a) The Government and its officers and employees shall not be liable in any manner to the County for or on account of damage caused by the development, operation, and maintenance of the general and fish and wildlife recreation facilities on the premises. The County hereby releases the Government and agrees to hold it free and harmless and to indemnify it from all damages, claims, or demands that may result from development, operation and maintenance of the general and fish and wildlife recreation areas and facilities, except with respect to those functions reserved to the Government under conditions 7 (b) and 7 (d) and as provided in Section 9 of P. L. 93-251.

(b) That at the time of the commencement of this lease, the County will obtain from a reputable insurance company, 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 \$300,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$150,000.00 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the County under the terms of this lease.

9. TRANSFER OR ASSIGNMENT

The County shall not transfer, assign or sublet this lease nor any rights acquired thereunder, nor grant any interest, privilege or license whatsoever in connection with this lease without the approval of the Government except as provided in condition 4 of this lease.

10. DEFAULT

In the event the County fails to meet any of its obligations under this lease, the Government may terminate the whole or any part of this lease. The rights and remedies of the Government provided in this condition shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease. However it is agreed that any breach by the County in making the annual installment payments as provided for in Conditions 2(e) and 3 or in the operation and maintenance of the premises as provided in Condition 7 shall not subject the County to liability in any one fiscal year for any such breach or damages greater than the annual installment payment and/or for the operation and maintenance for the fiscal year in which the breach occurs. No breach on behalf of County shall cause any acceleration of annual installment payments not already due at the time of the breach.

11. EXAMINATION OF RECORDS.

The Government and the County shall maintain books, records, documents, and other evidence pertaining to costs and expenses incurred under this lease, to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature involved therein. The Government and County shall make available at their offices at reasonable times, the accounting records for inspection and audit by an authorized representative of the parties to this lease during the period this lease is in effect.

12. RELATIONSHIP OF PARTIES.

The parties to this lease act in an independent capacity in the performance of their respective functions under this lease and neither party is to be considered the officer, agent, or employee of the other.

13. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this lease, nor to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

14. COVENANT AGAINST CONTINGENT FEES.

The County warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon 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 County for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or in its discretion to add to the annual installment payment an amount sufficient to recover the full amount of such commission, percentage, brokerage, or contingent fee.

15. ENVIRONMENTAL QUALITY.

(a) In furtherance of the purpose and policy of the National Environmental Policy Act of 1969 (Public Law 91-190, 42 U. S. C. 4321, 4331-4335) and Executive Order 11514, entitled "Protection and Enhancement of Environmental Quality," March 5, 1970 (35 Federal Register 4247, Mar. 7, 1970) the Government and the County recognize the importance of preservation and enhancement of the quality of the environment and the elimination of environmental pollution. Actions by either party will be after consideration of all possible effects upon the project environmental resources and will incorporate adequate and appropriate measures to insure that the quality of the environment will not be degraded or unfavorably altered.

(b) During construction and operation undertaken by either party, specific actions will be taken to control environmental pollution which could

result from their activities and to comply with applicable Federal, State, and local laws and regulations concerning environmental pollution. Particular attention should be given to (1) reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases and smoke from temporary heaters; (2) reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion; (3) minimization of noise levels; (4) on - and offsite disposal of waste and spoil activities; and (5) prevention of landscape defacement and damage.

16. That upon the commencement of this lease the parties hereto shall cause to be made an inventory of all improvements constructed in whole or in part with Federal funds under the terms of the lease. From time to time there shall be added to said inventory such additional improvements as may be constructed pursuant to condition 3(c) of this lease. Facilities constructed pursuant to condition 4 of this lease shall not be added to the inventory. The inventory of improvements shall include descriptions and drawings sufficient to permit their identification and condition, and to replace them if required during the term or on the expiration or termination of this lease. Said inventory and all amendments thereto shall be approved in writing by authorized representatives of the parties hereto and shall thereupon become a part of this lease as if originally annexed.

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 County and easements will not be granted which will interfere with developments, present or proposed, by the County.

18. The areas made available to the County for public park, recreational, and incidental purposes by this lease, and any additional areas



to be made available to it from time to time shall be known as the "Santa Fe Dam Recreational Area," and said areas shall hereinafter be referred to as the "recreational areas."

19. The County shall maintain all side drainage through the premises to the San Gabriel River channel, and other unnamed channels, and shall maintain all areas to prevent floating debris of any kind, and may make and enforce such rules and regulations as are necessary and within its legal authority, in exercising the privileges granted and the obligations imposed by this lease, provided that such rules and regulations are not inconsistent with those prescribed by the Government to govern the public use of the premises.

20. The County shall have the right to construct and maintain upon the premises such buildings, improvements, facilities, accommodations, fences, directional and information signs, and other structures as may be necessary for the purposes of this lease, and may plant seeds, shrubs, and trees, provided that all such structures shall be constructed and the landscaping accomplished in accordance with such designs and at such locations as have been approved in advance, in writing, by the said Government. It is understood that no permanent type of recreation building or accessory facilities shall be erected on the lands below 25-year flood frequency elevations. Open type structures may be erected above 25-year flood frequency elevations and closed-type structures may be constructed above the 50-year flood frequency elevation upon written approval of plans and specifications of such structures by the said Government. (Flood frequency elevations to be determined by the Government.)

21. For the purpose of maintaining attendance records, the County shall obtain public use visitation data pertaining to the premises. The collection of such visitation data shall be accomplished by on-site surveys and by use of mechanical traffic counters, supplemented by information ob-

tained from other reliable sources. The County shall submit this data to Government by the 10th day of each month following the month being reported on, in accordance with procedures outlined in instruction manual "Procedures for Obtaining Public Use Visitation Data at Civil Works Projects," dated 3 December 1962, or subsequent revisions thereof.

22. The County shall not permit on the premises gambling or any games of chance, or install or operate, or permit to be installed or operated, any devices or concessions which, in the opinion of the Government, are contrary to good morals or are otherwise objectionable.

23. No human habitation will be permitted on the premises. This will not be construed to prohibit the County from providing properly designed and approved guard stations for night watchmen or other patrol men.

24. EFFECTIVE DATE

This lease shall take effect upon approval by the Secretary of the Army or his authorized representative.

25. All notices to be given pursuant to this lease shall be addressed as follows:

TO COUNTY:

County of Los Angeles  
Department of Parks and Recreation  
155 West Washington Boulevard,  
Los Angeles, California 90015

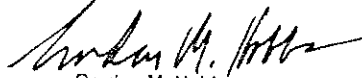
TO GOVERNMENT:

The District Engineer  
U. S. Army Engineer District, Los Angeles  
Corps of Engineers  
P. O. Box 2711  
Los Angeles California 90053

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

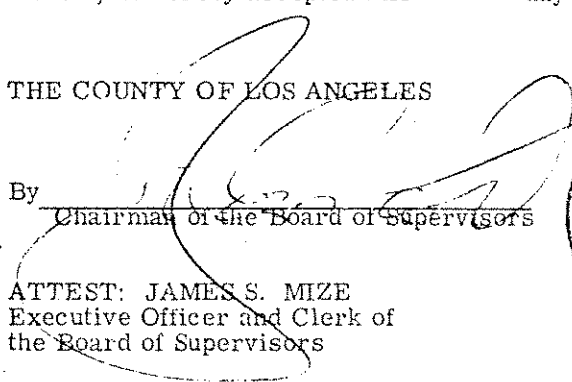
sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

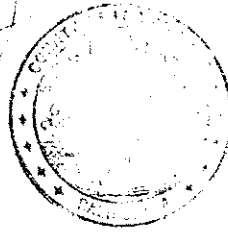
IN WITNESS WHEREOF, I have hereunto set my hand by direction of  
Assistant  
the/Secretary of the Army this 4<sup>th</sup> day of May, 1976.

  
Gordon M. Hobbs  
Assistant for Real Property  
OASA (d/c)


The above instrument, together with the provisions and conditions thereof, is hereby accepted this 20<sup>th</sup> day of April, 1976.

THE COUNTY OF LOS ANGELES

By   
Chairman of the Board of Supervisors

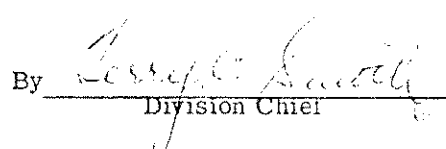


ATTEST: JAMES S. MIZE  
Executive Officer and Clerk of  
the Board of Supervisors

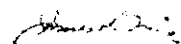
By   
Deputy

APPROVED AS TO FORM  
JOHN H. LARSON, County Counsel

APPROVED  
BY  
DATE

By   
Division Chief

22 1976

  
Enclosure Clerk

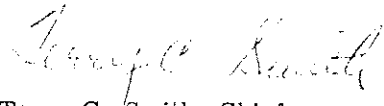
3-2-76

CERTIFICATION

John H. Larson, as Chief Legal Officer for the County of Los Angeles, State of California hereby certifies that Baxter Ward, Chairman of the Board of Supervisors of the County of Los Angeles executed the foregoing lease agreement within the scope of his authority to act on behalf of the County of Los Angeles, State of California, and that in the capacity of Chief Legal Officer for the County of Los Angeles, State of California has considered the legal effect of Section 221 of the Flood Control Act of 1970 (42 U.S.C. 1962 d 5b) and finds that the County of Los Angeles, State of California is legally capable of entering into the contractual obligations contained in the foregoing lease agreement and that, upon acceptance, it will be legally enforceable.

Given this 21st day of April 1976.

JOHN H. LARSON  
County Counsel  
County of Los Angeles

By   
Terry C. Smith, Chief  
Property Division

TCS:mpb  
3-2-76



- Concession Premises
- Capital Improvement Project

**2015**  
**RENAISSANCE PLEASURE FAIRE**  
**OPERATIONS PLAN**  
**Santa Fe Dam Recreation Area**

# 2015 Renaissance Pleasure Faire Operations Plan

## PROJECT DESCRIPTION

The Renaissance Pleasure Faire is the re-creation of a lively 16th Century English Sea Port Town, fictionally named Port Deptford. Hundreds of brightly costumed performers lead you in laughter as they dance, parade, sing and present colorful pageants on the thirteen stages and in the Village streets. Over 100 artisans participate to display their beautiful hand made wares and to educate the guests with craft demonstrations representing skills taught hundreds of years ago. Delicious food and drink is offered to the passerby. Savory treats such as turkey legs, shepherd's pie, toad in the hole, bangers, and steak on a stake are offered along with luscious sweets such as apple brown betty, cinnamon buns, lemon ices, and apricot infused raisins. Quaff your thirst with cider, lemonade, a hearty ale or delicate mead; then try your skill at games of chance and achievement. Hand powered rides are a favorite with children of all ages.

The 53rd annual Renaissance Pleasure Faire is the original event that launched an entire industry celebrated today in over 46 states. The Renaissance Pleasure Faire has introduced millions of enthusiasts to history and the delights of the Renaissance during its long tenure. In addition, the Faire hosts over 10,000 children from 122 school districts annually, to a day of living history, where as Shakespeare so aptly put it, "We trick into learning, with a laugh."

1. **JOUSTING AREA:** A historically accurate Jousting Arena with fully armored jousting three (3) times daily.
2. **CRAFT AND ACTIVITY DEMONSTRATIONS:** Artisans are carefully chosen for authenticity and technique. Craft demonstrations include glass blowing, weaving, hair-braiding, leatherwork, blacksmithing, candle making, sculpting and others. There are also participatory classes in fencing and other arts, sciences and sports. Queen's College is dedicated exclusively to teaching arts and crafts of the Renaissance era to our audience.
3. **KID'S KINGDOM:** Continuous supervised play. A delightful retreat for children to discover that history can be fun. Children enjoy games, puppetry, storytelling pageants, treasure hunts and stage performances. Note – Parents or guardians must be in attendance.
4. **FOOD AND BEVERAGE:** Over one hundred savory delights from both the Olde and New World. Reminiscent of merry old England the treats include: roasted meats and turkey legs, every manner of pyes and pastries, artichokes in butter sauce, scones and fruit crepes, Russian, Spanish, Italian, and Greek foods, fish and chips, bangers, hearty ales, wines, juices and refreshing sodas. The Faire is famous for home-style cookery.
5. **COSTUMED PERFORMERS:** Hundreds of costumed entertainers perform daily Renaissance period music, dances, plays, pageants, and parades, as well as street theatre. Many visitors and school groups come in costumes to interact with both the historical and fantasy characters.
6. **MERCHANT SHOPPES:** Vendors displaying handmade wares line the entire Faire. These merchants, chosen through an extensive juried process, build shoppes which are the core atmosphere of the Renaissance village environment. Craft areas include,

## 2015 Renaissance Pleasure Faire Operations Plan

jewelry, pottery, glass works, ceramics, painting and etching, woodwork, stone and bone work, musical instruments, clothing, pewter, toys and much more.

7. **STAGES:** Scheduled entertainment on 14 major themed theatrical stages for a variety of performances from Shakespeare to knights jousting in shining armor. There is much comedy, music, dancing, swordplay, beautiful wenches and manly men in tights. Some historically accurate, some just for fun.
8. **RIDES AND GAMES:** Unique, hand made, hand painted and hand powered rides are designed to thrill as they did 400 years ago. Over thirty games of skill and chance challenge the Faire-goer. Games include archery, chess and many toss it, throw it, heave it, aim it, fire it, hand made target games. All games are just for fun and are supervised by REP staff to insure fair play. Games usually include a petting farm for children.



# 2015 Renaissance Pleasure Faire Operations Plan

## **PRODUCTION PLAN**

Renaissance Entertainment Productions (REP) will conduct a Renaissance Pleasure Faire and associated educational, recreational and cultural activities. The Faire is open to the public on a paid admission basis between the hours of 10:00 AM and 7:00 PM, weekends only. The event is proposed to commence on April 4<sup>th</sup>, 2015 and to run for seven consecutive weekends. Average daily attendance is 8,000. Estimated overall attendance is 105,000. An estimated 3,800 cars will come through the park gates each day the Faire is open to the public.

The time line of the Faire is an extensive process. To operate the Faire efficiently and profitably, a five week period is necessary to lay out, build and set up the infrastructure of the Faire. Seven weeks of operations open to the public follows. Then the season is completed with four weeks after the event to break down the Faire, renovate and repair the site to its original condition and remove all materials. The Faire begins its set-up on March 1, 2015.

The Faire is committed to its involvement in the local community and the environmental impact of the event. Through our aforementioned School Days program, the Faire hosts local school districts to an educational day at the Faire. In addition, some of our more prominent historical characters, such as Sir Francis Drake, Queen Elizabeth and William Shakespeare, take our historical element into community libraries to meet with children and educate them about the Renaissance.

Currently, the Faire is storing its trailers, buildings and materials at an offsite location through a contract with the County Park system. It is our intention, at this time, to continue this agreement with the parks and have no long-term storage at the Santa Fe Dam location due to flood restrictions. During the proposed 16-week period that the Faire is present at the Dam, it is understood that materials will be moved in to build and operate the event. Some of these materials include trailers, storage bins, heavy equipment, vehicles, burlap, safety materials (e.g. fire extinguishers, etc.), lumber, paint, hardware, and telephone poles.

# 2015 Renaissance Pleasure Faire Operations Plan

## Table of Contents

- I. Traffic Management/Parking Plan
- II. Fire Safety Plan
- III. Seismic Safety Plan
- IV. Dust Control
- V. Overnight Accommodations
- VI. Alcoholic Beverage Sales
- VII. Sanitation

# 2015 Renaissance Pleasure Faire Operations Plan

## I. TRAFFIC MANAGEMENT PLAN

There are two freeway accesses for the public. Primary access will be the 210 Freeway eastbound (EB) and westbound (WB). Traffic will be directed to the Irwindale exit south to Arrow Highway, turning right/west, proceeding to the Santa Fe Dam and turning right/north into the park. Traffic will be managed according to special event traffic mitigations. These mitigations include the use of traffic control officers (TCOs) at critical intersections and using traffic cones to create additional lanes during the event operations. Details of the traffic management plan, including the assignment of TCOs and the deployment of traffic cones and temporary directional signs will be coordinated with representatives of the California Highway Patrol, CALTRANS, and Irwindale Police Department.

For more information, please refer to the supplemental Traffic & Parking Plan.

### **Parking Plan**

For more information, please refer to the supplemental Traffic & Parking Plan.

## II. FIRE SAFETY PLAN

### **A. Fire Patrol Stations and Procedures**

To guard against fire and intrusions before and after the event, REP personnel are stationed as firewatchers at key locations on the property. Prior to Faire operations, REP will work extensively with Los Angeles County Fire Department representatives to ensure compliance with fire prevention requirements. In addition to the perimeter patrols, Event Services personnel within the event site and support areas will continuously enforce prevention requirements. All booths will have an approved fire extinguisher (minimum 5 lb. ABC) and structures will be required to have an operating smoke alarm.

### **B. Water Supply, Fire Hydrants and Dust Suppression**

Water for event services and fire prevention will be provided by the existing Santa Fe Dam system. A water truck will also be present for support.

### **C. Crowd Control Measures**

REP maintains a full time security system, which is expanded and contracted to meet the needs of particular seasonal events. A staff of security personnel plus two first aid personnel is assigned to handle crowd control procedures during the event. The staff includes a Security Coordinator, Supervisors, a Radio Operations Officer, a Night Operations Officer, Event Services personnel, Gate personnel, and First Aid personnel.

All supervisory personnel will be equipped with radios and will be in direct communication with the security base.

### **D. Emergency Evacuation Procedures**

## 2015 Renaissance Pleasure Faire Operations Plan

1. Upon notification by a responsible officer of an outside agency and/or the directors of REP or their delegated representative, an REP Event Services associate will broadcast EVACUATION ALERT ONLY. This will be broadcast on three channels:
  - a. Event Services channel
  - b. Maintenance & Fire Crew channel
  - c. Traffic/Parking channel
2. This will initiate the following ALERT sequence of events:
3. Event Service associates will telephone:
  - a. Irwindale Police Department
  - b. California Highway Patrol
  - c. Appropriate agency
  - d. Los Angeles County Sheriff's Department
4. The responsible Event Services Supervisor will confer by radio for instructions on the appropriate exit routes.
5. Mobile units will be dispatched to the most strategic locations.
6. Production Coordinators will activate the water trucks, turn off all propane installations, and stand by to provide personnel, equipment and materials as may be required.
7. Upon radio notification that ALERT SEQUENCE has been accomplished (this should take less than 5 minutes), a meeting will be held with responsible parties to evaluate the situation and initiate the actual evacuation if necessary.

### In the event of actual evacuation:

1. Handheld loudspeakers will announce the evacuation as follows:  
"ATTENTION PLEASE, it is necessary for everyone to leave the Faire grounds immediately. Please follow the instructions of the Event Services staff".
2. Event Services staff will be radio dispatched to positions along the exit routes directing pedestrian traffic.
3. The Event Services team will check all booths to be sure that all persons have been evacuated.
4. First Aid volunteers are dispatched to exit routes to assist people having difficulty.
5. The following agencies will be notified and requested to assist:
  - a. Irwindale Police Department
  - b. California Highway Patrol
  - c. Appropriate agency
  - d. Los Angeles County Sheriff's Department

Upon arrival of a responsible officer, command decisions would shift to the appropriate agencies.

## 2015 Renaissance Pleasure Faire Operations Plan

Tools and equipment available with respect to these evacuation procedures include the following: FM Radios for Production/Emergency network, portable megaphones, stretchers, field type First Aid Station with oxygen, blankets, First aid medications and emergency life support system.

### **E. Fire Resistive Construction Techniques**

1. No canvas, burlap or other fabric awning, covering or wall material shall be installed unless and until such materials have been rendered flame-resistant by a process and chemicals approved by the State Fire Marshall. Such materials shall be field tested for flammability and materials failing such test(s) shall be removed and/or retreated for flame retardant.
2. All storage, use and handling of liquefied petroleum gas shall be in accordance with the National Fire Protection Association's Standard No. 58. A five-pound ABC extinguisher shall be located at every booth. All structures will be required to have an operating smoke alarm.
3. REP will provide non-combustible receptacles for temporary on-site storage of combustible refuse.
4. REP will provide sufficient crowd control to prevent people from leaving the immediate area of the Faire site to enter into the brush-covered areas.
5. Grass and brush will be cleared thirty feet around all structures and fixtures.
6. REP will provide a 700-gallon pumper tank and three qualified Faire fire fighters will be assigned to be on constant radio-alert stand-by during the duration of the event. This truck is to be inspected by a representative of the Fire Department to be sure it is in acceptable working condition. The truck is to be re-inspected each Faire day to attest to its working condition. Pumper tank truck must be equipped with a minimum of twelve hand tools such as shovels and McCloud's. Truck shall also be equipped with a minimum of two pre-connected 1-1/2" hose lines, each being 150 feet in length with an adjustable fog nozzle attached to each line, and one 200 foot reel of fire hose, pre-connected with appropriate nozzle.
7. REP tanker pumper shall be kept at a location that is designated by the Fire District and is to be kept at the designated location at all times when the Faire is open to the public.
8. Beginning one-week prior and continuing one week after this event ends, provision is to be made for the patrol, day and night, of overall property to be sure individuals are not in restricted areas.

# 2015 Renaissance Pleasure Faire Operations Plan

## **III. SEISMIC SAFETY PLAN (To be distributed to All Vendors and Staff)**

- Do not store heavy objects (pottery, pictures, books) on shelves that could topple in an earthquake.
- Place heavy objects low on shelves.
- Keep evacuation routes open. Do not put shelves, refrigerators, and storage cabinets in areas that could block evacuation routes. This is in accordance with the Faire's Emergency Evacuation Procedures Plan.
- Secure shelves, cabinets, display cases, and refrigerators to walls or other sturdy structures.
- Secure pottery, pictures, mirrors, light fixtures; these items could easily fall in an earthquake.
- Secure mirrors and pictures to walls with industrial strength Velcro. Familiarize yourself with your nearest evacuation routes, LPG shutoffs and supervisors in your area. This is in accordance with the Faire's Emergency Evacuation Procedures Plan.
- Prepare to shut off and secure LPG containers in accordance with the Faire's Emergency Evacuation Procedures Plan.
- Follow the directions of your supervisor, fire and safety supervisors, security and evacuation personnel.

## **IV. DUST CONTROL**

### **A. Scheduling of Service Vehicles**

Water trucks will water as needed during the event to further reduce possible dust. Other service vehicles will be scheduled to minimize impacts.

### **B. Personnel**

A senior staff person will be assigned to monitor dust control during operations.

## **V. OVERNIGHT ACCOMMODATIONS**

Overnight accommodations will be limited to the following categories:

- Concessionaires and their employees will be allowed to provide limited overnight security accommodations on weekends to protect their booths and merchandise. These accommodations would take place in or adjacent to their respective booth or area.

## 2015 Renaissance Pleasure Faire Operations Plan

- During the pre-Faire construction phase, operations and the post-Faire clean up; accommodations are proposed for security staff securing the site and all Faire materials.

Overnight Security Program guidelines are as follows:

### 1. On-Site Security Rules:

- All on-site security personnel will be required to follow the rules and regulations of the County Parks system for accommodations at the Dam, as well as any set forth by Renaissance Entertainment Productions, Inc.
- All on-site security personnel must have an adequate fire extinguisher (min. 5 lb. ABC).
- No open flames allowed.
- All garbage must be kept in non-combustible, sealable containers.
- On-site security personnel may not make excessive noise during evening hours.
- All security camps must be maintained in a neat and orderly manner.
- All on-site security personnel must register with REP. A list will be provided to the Director of the Park. All on-site security personnel will comply with all program regulations.
- Any evening gatherings (e.g. RESCU Foundation Fundraiser, a non-profit organization that raises funds to help cover medical bills for workers at the Faire) must be sponsored and approved by Renaissance Entertainment Productions, Inc. These gatherings are subject to both the rules and regulations of the County Parks system and Renaissance Entertainment Productions. Any breaking of the rules will result in expulsion and exclusion from the Park and the Faire.

## VI. ALCOHOLIC BEVERAGE SALES

The Faire is a bona fide eating establishment and patrons are given the opportunity to purchase beer and/or wine, along with other non-alcoholic drinks, for on-site consumption. The sale of alcoholic beverages is restricted to REP beverage stands, which are located throughout the Faire. Sales and service of alcoholic beverages is licensed and regulated by the State Department of Alcoholic Beverage Control under a Type 41 452054 (On-Sale Beer and Wine – Eating Place) license. All servers are trained using the ABC guidelines. I.D. is required for anyone under 30 years old and only one alcoholic beverage can be purchased by an individual. Alcohol sales are stopped one half-hour before closing.

## VII. SANITATION

Sanitation needs for Faire operations will be addressed in the following manner:

- **Toilets:** Chemical toilets will be provided for the public and all Faire workers. Toilets will be provided by a commercial vendor and in addition to on-going maintenance by Faire workers, will be pumped and serviced daily by the vendor. Number of public toilets: 200 regular, 6 handicap, 6 handicap with baby changing stations, and 6 (6 person) urinals.
- **Handwash:** Handwash facilities will be provided at all public toilet locations. Food handlers will be provided with separate facilities reserved for their exclusive use.

## 2015 Renaissance Pleasure Faire Operations Plan

Waste water will be collected in holding tanks and pumped by our vendor regularly for disposal at an approved facility.

- **Food Service:** All food service and preparation facilities and procedures will conform to the applicable sections of the California Uniform Retail Food Facilities Law and the California Health and Safety Code under the supervision of the Los Angeles County Department of Environmental Health. Food preparation waste water will be contained in holding tanks and disposed of daily by a commercial service.
- **Trash:** In addition to continuously patrolling the premises for litter, receptacles will be provided at frequent intervals throughout the site. During Faire operations, trash will be stored in storage areas until it can be moved to on-site dumpsters for disposal.





## Notice 1015

(Rev. December 2015)

### 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 whose wages 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 2015 are less than \$53,267 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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 8, 2016.

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 download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

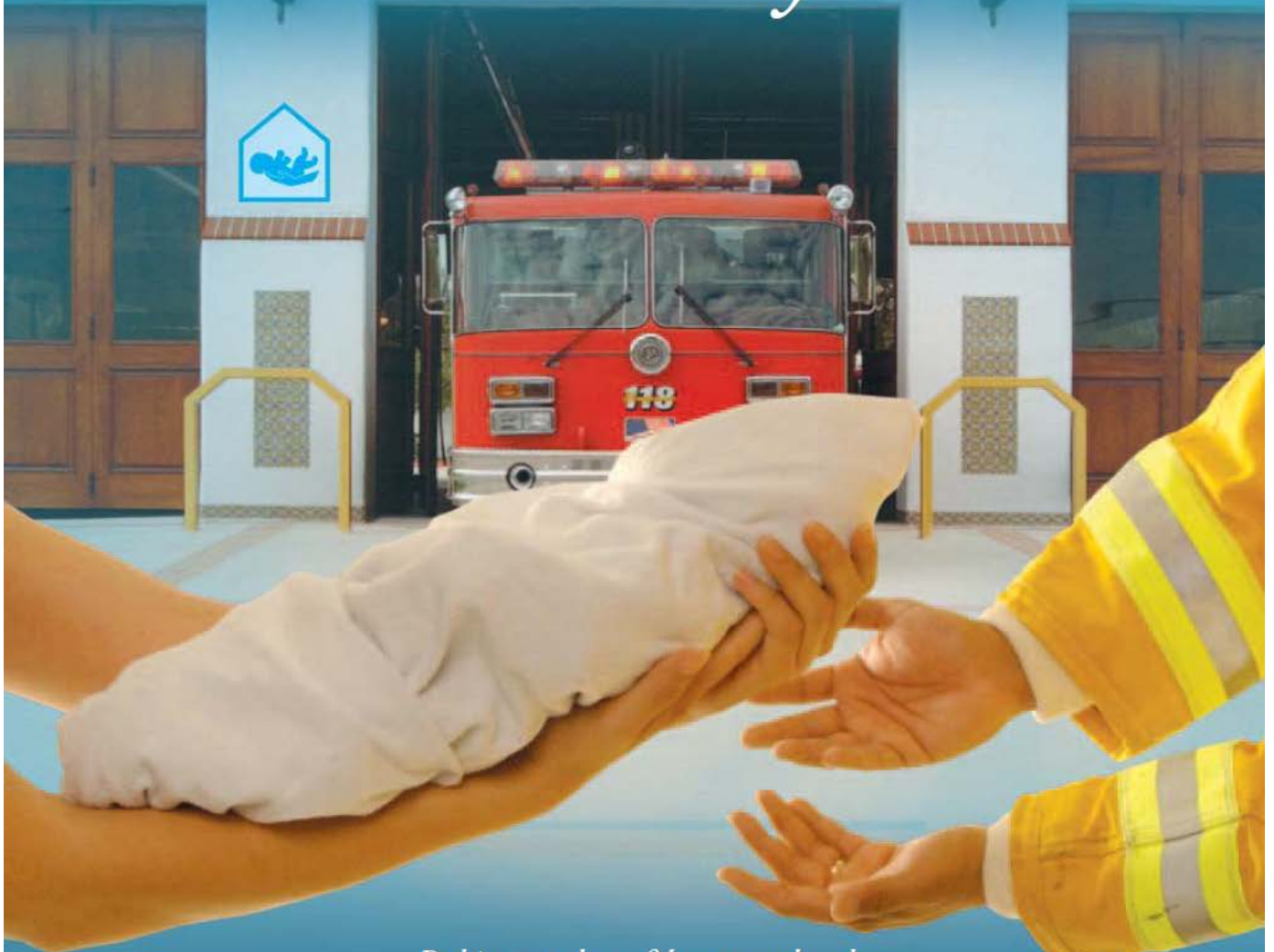
#### How Will My Employees Know If They Can Claim the EIC?

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?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

# *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](http://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?

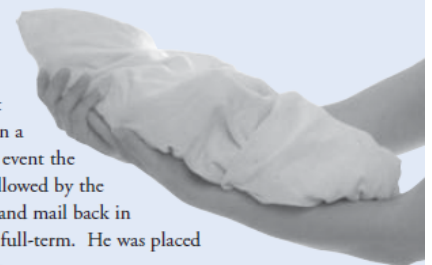
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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.



# *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](http://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 8**

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Renaissance Entertainment Productions, Inc.

Proposer's Name

357 McCaslin Blvd., Suite 200, Louisville, CO 80027

Business Address

20-8105473

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.*

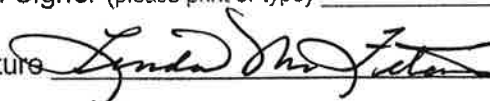
**PROPOSER'S CERTIFICATION**

Check One

1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment.  Yes  No
2. The Proposer periodically conducts a self analysis or utilization analysis of its work force.  Yes  No
3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups.  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.  Yes  No

Name (please print or type) Linda H. McFeters

Title of Signer (please print or type) Chief Operating Officer

Signature  Date December 10, 2014

**COUNTY OF LOS ANGELES STAFF FEES**  
**REIMBURSABLE HOURS**  
**as of July 2015**

Santa Fe Dam Recreation Area  
 15501 E. Arrow Hwy  
 Irwindale, CA 91706

Grounds Maintenance Supervisor	<u>\$ 40.54</u>
Senior Grounds Maintenance Worker	<u>\$ 36.20</u>
Grounds Maintenance Worker II	<u>\$ 32.84</u>
Grounds Maintenance Worker I	<u>\$ 29.36</u>
Grounds Maintenance Worker Temp	<u>\$ 19.04</u>
Custodian Temp	<u>\$ 15.87</u>
Irrigation Sprinkler Fitter	<u>\$ 44.63</u>
Intermediate Cashier	<u>\$ 31.66</u>
Permanent Cashier	<u>\$ 23.94</u>
Recurrent Cashier	<u>\$ 15.53</u>
Senior Typist Clerk	<u>\$ 33.73</u>
Supervising Lake Lifeguard	<u>\$ 54.18</u>
Permanent Senior Lake Lifeguard	<u>\$ 48.14</u>
Recurrent Senior Lake Lifeguard	<u>\$ 31.22</u>
Recurrent Lake Lifeguard	<u>\$ 24.40</u>
Regional Park Superintendent I	<u>\$ 45.07</u>
Superintendent, Santa Fe Dam	<u>\$ 70.02</u>

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

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**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.)



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.)

**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;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**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.)

**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(13) 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]



EXHIBIT 14

**CERTIFICATION OF COMPLIANCE WITH ARTIFICIAL TRANS FAT  
REDUCTION PROGRAM**

The Proposer certifies that:

- (1) It is familiar with the requirements for participation in the County's Artificial Trans Fat Reduction (ATFR) Program and will obtain the County's approval as a participant in the ATFR Program.
- (2) Within five days of County's execution of the Contract, it will submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and thereafter diligently pursue approval as an ATFR participant.

Proposer name: Renaissance Entertainment Productions, Inc.

BY: *Linda H. McFeters*  
Signature

Linda H. McFeters

\_\_\_\_\_  
Name

Chief Operating Officer

\_\_\_\_\_  
Title