Caring for Your Coast
Beaches & Harbors

To enrich lives through effective and caring service

Stan Wisniewski
Director

Kerry Gottlieb
Chief Deputy

May 11, 2004

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

Dear Supervisors:

LICENSES FOR CONCESSIONS ON COUNTY-OWNED OR OPERATED BEACHES AND BURTON CHACE PARK (THIRD AND FOURTH DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed licenses categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 4, Section (j) of the County's Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

2. Approve the award of license agreements to each of the concessionaires/vendors listed on Attachment 1 for the provision of food and beverage concessions, beach merchandising and recreational activities at County-owned or operated beaches and Burton Chace Park. The license agreements, effective June 1, 2004, are for the purposes of (a) providing bike and skate rentals on Venice Beach, (b) selling food and beverages at seven concession stands and five mobile food vending locations at various County-owned or operated beaches, (c) selling food and beverages at one snack bar in Burton Chace Park, Marina del Rey, (d) providing hang gliding activities and lessons at Dockweiler Beach, and (e) selling or renting beach merchandise at Zuma Beach.

3. Approve and delegate authority to the Director to execute five-year license agreements substantially similar to the attached sample license agreement (Attachment 2), with first-year revenue to total $390,951.

4. Authorize the Director to a) enter into replacement license agreements substantially similar to the attached sample license agreement (Attachment 2) during the five-year term should any of the existing license agreements terminate before the end of the license term; and b) enter into any additional license agreements substantially similar to the attached agreement with other concessionaires/vendors to provide food and beverage services, merchandising and/or recreational activities at sites identified in this Request for Proposals (RFP) process, but for which responsive proposals were not initially received.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide recreation, food services, and other amenities on County owned and/or operated beaches, and to provide food services at Burton Chace Park in Marina del Rey, while generating income for the County.

The existing three-year license agreements your Board adopted on April 17, 2001 for concessionaires to provide bikes and skates for rental at Venice Beach and to sell food and beverages at various County-owned or operated beaches and at the Burton Chace Park snack bar will expire on April 30, 2004. It is necessary to approve new license agreements for existing and new services to continue.

Delegated authority to allow the Director to enter into new concession licenses for replacement of any licenses that terminate during their five-year terms is also being sought, because it has been the Department's experience that vendors relinquish their awarded locations during the contract term for a variety of reasons and the Director does not wish to burden the Board with requested approvals of individual licenses for relatively small dollar amounts. Any replacement license executed by the Director will be awarded pursuant to a competitive process.

Similarly, delegated authority to the Director to approve awards and execute license agreements with additional vendors is being sought, because there are several beach locations for which we did not receive bids during the RFP process. These licenses will be awarded pursuant to a competitive bidding process.

Implementation of Strategic Plan Goals

The recommended action will provide additional rent to the County in furtherance of the Board-approved Strategic Plan Goal of Fiscal Responsibility. Additionally, the amenities to be offered by the selected concessionaires/vendors will provide much appreciated food and beach-related activities and services in furtherance of the County Strategic Plan Goal of Service Excellence.

FISCAL IMPACT

The proposed licenses will generate a total of $390,951 in rental income to the County during the first year of the license term, approximately $92,000 more than the $299,000 the County received during the last fiscal year. The annual rent for each succeeding year will be adjusted in accordance with changes in the Consumer Price Index (CPI). Additionally, the new concessionaires will be responsible for repair and maintenance of the concession buildings and for compliance with building and safety and health codes. This aspect of the license will save the County at least $50,000 per year in maintenance expense and a one-time-only $90,000, which is estimated to be the cost for bringing the buildings into initial compliance with Health Services Department requirements. The total financial benefit to the County in the form of additional rent, plus the cost savings derived from transferring to the concessionaires the responsibility for Health Services Department compliance and ongoing repairs and maintenance, represents an approximately $820,000 net gain to the County over the 5-year term of the concession program, assuming only a modest 2% annual CPI adjustment to the rents.

FINANCING

Not applicable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The new license agreements will become effective on June 1, 2004 for a five-year term. There are no option periods.

The agreements contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Administrative Office and County Counsel requirements.

Each license agreement allows the licensee to seek approval from the Director to provide additional amenities for the beach-going public. For example, a concession stand or mobile food vendor might request to expand its menu; the bike and skate rental concessionaire might request to sell new or used skates or provide lockers as a public convenience; or, the beach merchandise concessionaire might ask to rent or sell additional items. The license agreements allow the Director to negotiate for rent increases upon approval of additional items or amenities for sale or rental.

County Counsel has approved the licenses as to form. The Los Angeles County Beach Commission and the Marina del Rey Small Craft Harbor Commission at their respective April 21, 2004 meetings endorsed the Department's recommendation pertaining to the award of the licenses.

CONTRACTING PROCESS

The RFP for these license agreements became available to prospective bidders on February 9, 2004. Advertisements were placed in the Los Angeles Times, Daily Breeze and the Los Angeles Daily News. The opportunity was also advertised on the County Internet Vendor Registration System (WebVen) site (Attachment 3), as well as the Department's own Internet site. Further, notices were sent to all who had registered their interest in making proposals for the licenses. Attachment 4 details the minority composition of the prospective licensees' ownership and personnel. However, in the final analysis and consideration of award, licensees were selected without regard to race, creed, gender or color.

Fourteen proposals were evaluated for seven concession stands, six proposals for eight mobile food vending sites, three proposals for the Burton Chace Park snack bar, two proposals for two bike and skate rental concessions, one proposal for three beach merchandise rental concessions, and one proposal for the hang gliding location. Several proposals failed to meet the RFP's requirements and were not considered. All qualified proposals were reviewed and scored by a panel composed of Department of Beaches and Harbors' personnel, which submitted its evaluation report with a list of the winning bidders to the Director for approval. The proposals were rated as follows: Proposed Rent (40%), Financial Ability (20%), Experience (20%), and Business Plan (20%).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the license agreements will ensure that the beach-going public will continue to have access to convenient amenities, such as bike and skate rentals,

food and beverages, hang gliding activities and lessons, and beach merchandise, at County-owned or operated beaches and at Burton Chace Park in Marina del Rey.

ENVIRONMENTAL DOCUMENTATION

The proposed licenses are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 4, Section (j) of the County's Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

Stan Wisniewski
Director

SW:PW:dg
Attachments (4)

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

Attachment 1

BIDDERS SELECTED FOR AWARD OF CONCESSION LICENSE		
Locations	Name of Proposer	Offer for first year's rent
Concession Stands		
Zuma Beach I	F&S Foods	$32,000
Zuma Beach II	F&S Foods	$32,000
Will Rogers State Beach I	B&B Foods	$12,500
Will Rogers State Beach II	B&B Foods	$40,001
Dockweiler State Beach II (Hyperion)	RC Enterprises	$12,000
Manhattan Beach	Beach Ventures, Inc.	$27,000
Torrance Beach	Beach Ventures, Inc.	$12,000
Mobile Food Vending		
Dockweiler Beach I (Kilgore)	Jose Membrano	$5,000
Dockweiler Beach: Pacific Avenue @ 62nd Street	Mary Buchanan	$3,800
Royal Palms	Jose Manuel Garrido	$1,350
Zuma (Westward Beach Rd)	Jeremy Stevens	$6,600
Malibu Surfrider	Eli Miller	$3,600
Bike and Skate Rentals		
Venice Beach (3 locations)	Chaos Enterprises	$186,000
Hang Gliding Activities		
Dockweiler Beach (Hyperion)	Joe Greblo	$4,500
Beach Merchandise Rentals		
Zuma I Beach	Malibu Mike's	$6,600
Snack Bar		
Burton Chace Park, MdR	Café Lorelei	$6,000

ATTACHMENT 2

CONCESSION LICENSE AGREEMENT NO. _____

by and between

"County"

The County of Los Angeles

and

"Licensee"

This License is for the following authorized activity:

(Only the one that is checked and initialed by County's personnel is valid)

- ☐ Selling Food and Beverage from a Concession Stand
- ☐ Selling Food and Beverage from a Mobile Food Preparation Unit
- ☐ Rental of Bicycles and Skates
- ☐ Selling Food and Beverage from Burton Chace Park Concession
- ☐ Offering Hang Gliding Recreation and Lessons
- ☐ Rental of Beach Related Recreation Equipment

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CONCESSION LICENSE AGREEMENT

This License ("License"), dated _____, 2004, is made by and between the County and Licensee named below, who agree as follows:

1. SUMMARY LICENSE PROVISIONS

1.01 The basic terms of this License are summarized as follows:

(a)	County:	The County of Los Angeles
(b)	Licensee:	_____
(c)	Authorized Activity (Article 3):	i) Mobile Food ii) Concession Stand iii) Bike & Skate Rentals iv) Hang Gliding v) Beach Merchandise Rental See Exhibits "C-1" – "C-5" for appropriate definition.
(d)	Outdoor Trade Fixtures (§3.01):	As appropriate for Authorized Activity
(e)	Exclusive Zone (§3.02):	Two hundred (200) feet in all directions of the exterior of the concession building on the Premises except for Burton Chace Park, for which the Exclusive Zone is defined in 3.03. (Concession Stands Only)
(f)	Premises (Article 4):	See Exhibits "A-1" – "A-22" for appropriate location
(g)	Term (Article 5):	5 years, commencing May 1, 2004 ("Effective Date") and ending April 30, 2009 ("Expiration Date")
(h)	Rent (Article 6):	Annual rent for the year May 1, 2004 through April 30, 2005 ("Commencement Rent") shall be _____, payable monthly at variable percentage rates; annual rent adjustable by Consumer Price Index
(i)	Notice to Lessee (Article 30):	_____
(j)	County's Trade Fixtures (§8.09):	See Exhibits "B-1" – "B-8" for appropriate location (Concession Stands only).

Each reference in this License to any provision in this Section 1.01 (hereinafter referred as "Summary Page") shall be construed to incorporate all the terms provided under that provision of this Section 1.01. In the event of any conflict between a provision in this Section 1.01 and a provision in the balance of the License, the latter shall control.

2. RECITALS

2.01 The County is the owner or operator of the Premises as referenced on the Summary Page and shown on Exhibits "A-1" – "A-22"; and

2.02 The County is authorized by the provisions of the California Government and Public Resources Codes ("Codes") to license certain activities on the Premises that are consistent with purposes prescribed in the Codes; and

2.03 A license for the Authorized Activity from the Premises is consistent with the public purposes for which the location of the Premises is used; and

2.04 The Licensee is willing to engage in the Authorized Activity in accordance with the terms of this License.

3. AUTHORIZED ACTIVITY

3.01 The Licensee is authorized only to conduct the activity, defined as Authorized Activity in the Summary Page and defined in Exhibits "C-1" – "C-5," from the Premises and for no other purpose without the expressed written consent of the Director, and to provide for use such Outdoor Trade Fixtures, as defined in the Summary Page, on the Premises in conjunction with the Authorized Activity. The number and location of such Outdoor Trade Fixtures shall be approved in advance and in writing by the Director.

3.02 This Section 3.02 is applicable to licenses for selling food and beverage from a concession stand only. The Director shall not grant any other permits for the Authorized Activity within the Exclusive Zone, as defined in Section 1.01 (e) on the Summary Page. Nothing in this License shall limit the Director's right to grant permits or allow any other type of activity within or outside the Exclusive Zone, which permits or activities may include but are not limited to the following: placing food and beverage vending machines on the beach; granting permits or concession agreements for the sale or rental of miscellaneous items of beach merchandise, such as (without limitation) sun block lotion, suntan lotion, towels and umbrellas; and/or granting permits for the promotion of products and services through sampling.

3.03 This Section 3.03 is only applicable to the License for selling food and beverage from a Concession Stand in Burton Chace Park. The privilege granted under this License is exclusive, except that the Director reserves the right to permit special events to be held within the Burton Chace Park at which catered food and beverage service by other vendors may be provided and to allow the placement of vending machines within Burton Chace Park.

3.04 This Section 3.04 is only applicable to the licenses for food and beverage services from a Mobile Food Preparation Unit (defined in Section 28.03). The privilege granted under this License is non-exclusive. The County reserves the right to authorize sales of similar merchandise by means others than lunch vehicles and/or Mobile Food Preparation Units and sales of different merchandise by similar equipment.

3.05 This Section 3.05 is only applicable to the Licenses for rentals of bikes and skates, rental of beach merchandise, and for hang gliding activity. The privilege granted under this License is exclusive, however, the Director reserves the right to grant within the parking lot where the Premises are located permits or concession agreements for activities other than the Authorized Activity.

3.06 The Authorized Activity is strictly limited to the activity, referenced in Sections 1.01(c) and 3.01 and defined in Exhibits "C-1" – "C-5", as the case may be, and this License shall not be construed to grant Licensee any rights hereunder that are not specifically set forth therein.

3.07 The County assumes no responsibility for protecting the Licensee from illegal vendors in the vicinity of the Premises or Exclusive Zone.

3.08 The Licensee understands and agrees that the Licensee's use of the Premises is by License and not lease and confers permission only to use the Premises for the Authorized Activity in accordance with the terms of this License without granting or reserving to the Licensee any right, title, interest or estate in the Premises or Exclusive Zone, as the case may be.

3.09 The Licensee further acknowledges and agrees that neither the expenditure of capital for the installation of equipment or the purchase of trade fixture or fixtures, nor the provision of labor on the Premises by the Licensee over the License Term shall confer any right, title, interest or estate in the Premises or the Exclusive Zone beyond the right to the use thereof in accordance with the terms of the License.

4. PREMISES

4.01 The Licensee acknowledges and agrees that the Authorized Activity may be exercised only from the Premises, as referenced on the Summary Page and shown on the appropriate page of Exhibits "A-1" – "A-22,"and that use of the Premises under this License shall be subject to all of the limitations set forth herein.

4.02 The License does not confer any special parking privilege on the Licensee, other than two (2) free entries to the parking lot for vehicular parking while engaged in the Authorized Activity. A photo identification card of Licensee or its employees must be obtained from the Department's parking contractor before the two (2) free entry passes will be issued. In addition Licensee acknowledges that it has read and understood the Beach Driving and Vehicle Operation Policy Statement, form attached as Exhibit "D" hereto and agrees to sign said form.

4.03 The Premises may be used only for the purpose of engaging in the Authorized Activity and for no other purpose. The sale or rental of any other goods, wares and merchandise will require the express written consent of the Director. The Director shall act reasonably on such requests based upon whether such items are lawful, safe and customarily offered for sale or rent in connection with the Authorized Activity. The Director's consent may be conditioned upon the payment of additional rent or other consideration.

4.04 The Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition will affect the conduct of the Authorized Activity. The Licensee accepts the Premises and Exclusive Zone in their present physical condition, and the Licensee agrees to make no demands upon the County for any improvements to or alteration of the Premises, County Trade Fixtures or Exclusive Zone.

4.05 The Licensee acknowledges the County's ownership and/or control of the Premises, the Exclusive Zone, and the beach, and the County's ownership of any trade fixtures provided by the County, over the License Term, and the Licensee promises never to assail, contest or resist this ownership and/or control, nor to assist any other person or entity in so doing.

4.06 The Licensee shall make no alterations to the Premises or construct any improvements on the Premises except as specifically provided for herein.

4.07 In the event the County is unable to provide use of the Premises to the Licensee upon the Effective Date of the License Term, the License shall not be void or voidable by reason of such failure nor shall the County be liable to the Licensee for any loss or damage resulting from such an event. However, the Licensee shall be excused from any payments to be made to the County, until such time as the County provides use of the Premises to the Licensee.

4.08 The Licensee, or its authorized agent, has conducted personal inspection of the County furnished Trade Fixtures, and found that said Trade Fixtures are in proper working condition, except as otherwise stated in the Exhibit "B." The Licensee accepts said Trade Fixtures on an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. Licensee agrees to repair and maintain at Licensee's sole cost and expense said Trade Fixtures (and any other equipment, trade fixtures or fixtures that Licensee may install in the Premise) during the License Term. Licensee further agrees that Licensee shall at the expiration or earlier termination of the License return said Trade Fixtures to County in the same condition as they were at the commencement of the License Term, reasonable wear and tear excepted.

4.09 This Section 4.09 is only applicable to the licenses for rentals of the bikes and skates, beach merchandise, and for hang gliding activities. The Licensee may install a temporary Portable Building (defined in Section 28.03) on the Premises during the course of conducting the Authorized Activity. However, the Portable Building must be installed at Licensee's sole expense and only after Licensee's procurement of all the necessary approvals for the installation and compliance with all the applicable state and federal laws and regulations and County ordinances.

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5. TERM

5.01 The term of the License shall be for a period of five (5) consecutive years commencing on the Effective Date and ending on the Expiration Date, as defined in the Summary Page ("License Term"), unless terminated earlier pursuant to the terms hereof. Under no circumstances and for no reason whatsoever shall the License Term be extended beyond the Expiration Date,

5.02 The Licensee shall vacate the Premises at least ten (10) days prior to the expiration of the License Term and not use the Premises after the expiration of the License Term, but in the event this should occur, the Licensee acknowledges and agrees that its use shall be pursuant to the terms of this License as may be modified by the Director, in his sole discretion, on thirty (30) days prior written notice to the Licensee of any change in the terms of the License, except that the rent shall be 200% of the annual rent then being paid by Licensee and payable in equal monthly installments (and not in the manner set forth in Sections 1.01 (h) and 6.03 and 6.04 of this License).

6. RENT

6.01 The Licensee shall pay the County an annual rent over the License Term.

6.02 The annual rent for the first License Year (defined in Section 28.03) of the License Term shall be the amount of Commencement Rent, as defined in the Summary Page.

6.03 Except for the licenses for food and beverage services from a Mobile Food Preparation Unit and rentals of beach merchandise, the annual rent for each License Year shall be payable the first day of each month in installments for each of the months of June, July, August and September at fifteen and six-tenths percent (15.6%) of the annual rent and for each of the months of October through May at four and seven-tenths percent (4.7%) of the annual rent.

6.04 This Section 6.04 is only applicable to the licenses for food and beverage services from a Mobile Food Preparation Unit (defined in Section 28.03) and rentals of beach merchandise. The annual rent for each License Year shall be prorated and paid on the first day of each month in installments for the month of June at twenty percent (20%), July and August at thirty-five percent (35%) each, and September at ten percent (10%) of the annual rent.

6.05 The Licensee acknowledges and agrees that the unequal proration of the rent under Sections 6.03 and 6.04 is a fair and equitable way for the rent to be paid in view of the fact that a uniform allocation of the amount is inappropriate due to the heavy summer use of the beach by the public and the substantial value that must be attributed to the License for this period of time.

6.06 The monthly payment shall be made by check or draft issued and payable to the Los Angeles County Department of Beaches and Harbors and mailed to 13483 Fiji Way, Trailer 2, Marina del Rey, CA 90292.

6.07 In the event a monthly payment is not made on or before the date the payment is due, a late charge of ten percent (10%), of the payment shall be charged and added to the unpaid amount. If the monthly payment is delinquent in excess of three (3) days following written notice for payment, the Director may in his sole discretion terminate the License.

6.08. The annual rent for each License Year of the License Term (following the first License Year) shall be increased (but never decreased) on the anniversary date of each succeeding License Year thereafter. In order to determine the annual rent for the License Year in question, the Commencement Rent shall be multiplied by a fraction, the numerator of which is the number for the Index published not less than three (3) months before the date of adjustment, and the denominator of which is the number for the Index, as defined in 6.09 below, published not less than three (3) months before the Effective Date. County shall compute the new rent in accordance with the provisions herein and inform the Licensee in writing of such new rent.

6.09 The index is the Residential Rental Component of the Bureau of Labor Statistics of the United States Department of Labor's Consumer Price Index for All Urban Consumers (base year 1982-1984 = 100) for the Los Angeles-Riverside-Orange County Area ("Index").

6.10 If the Index is discontinued or revised during the License Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

6.11 In the event the License is terminated for any reason, the Licensee will not be eligible for any monetary reimbursement from the County.

7. ACCOUNTING RECORDS

7.01 All documents, books and accounting records relating to the conduct of the Authorized Activity from the Premises shall be open for inspection and re-inspection by the County at any reasonable time during the License Term and for twelve (12) months thereafter. In addition, the County may from time to time conduct an audit of these records and observe the conduct of the Authorized Activity on the Premises so that the accuracy of the records can be confirmed. Information identified by the Licensee as a trade secret, confidential or proprietary and obtained by the County in connection with the County's

inspections or audit shall be treated as confidential information and exempt from public disclosure to the extent allowed by law. The County shall not be liable or responsible for the disclosure of any such records, including those marked trade secret, confidential or proprietary, if such disclosure is required under the California Public Records Act as determined by the County Counsel or a court of competent jurisdiction.

7.02 The Licensee shall submit a written statement to the Director reflecting the Licensee's profit and loss from the conduct of the Authorized Activity from the Premises, as of the close of business on October 31 and April 30, of each License Year during the License Term.

7.03 All sales and rentals shall be recorded. The means of recording may include cash registers and electronic data processing and record keeping equipment. The cash registers shall publicly display the amount paid, automatically issue a customer's receipt or certify the amount recorded on a sales slip, and record the transaction on locked-in sales totals and transaction counters which are constantly accumulating and cannot be reset, as well as on a tape located within the register on which transaction numbers and details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. The electronic data processing and record keeping equipment shall contain such features as the Director may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be used.

7.04 Failure to keep accounting and sales records and to submit timely reports of profit and loss as required by this Article 7 shall be considered an Event of Default under Article 25 of this License.

8. OPERATING RESPONSIBILITIES

8.01 Compliance with Law. The Licensee 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 as they may be amended; and where a permit and/or license is required for the conduct of the Authorized Activity on the Premises, the same must be obtained by the Licensee from the regulatory agency having jurisdiction to issue the permit and/or license before engaging in the Authorized Activity on the Premises.

8.01.01 Each "County Lobbyist" as defined in Los Angeles County Code Section 2.160.010, retained by the Licensee, shall fully comply with the County Lobbyist Ordinance that is set forth in Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by the Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the License upon which the County may immediately terminate or suspend the License, notwithstanding the provisions of Articles 24 and 25.

8.02 Compliance with Rules and Regulations. The Licensee shall conform to and abide by all rules and regulations of the Board of Supervisors, the County Health Department, the Director, and the State Health Department insofar as the same or any of them are applicable.

8.02.01 The Licensee shall use the Premises in accordance with the regulations prescribed by the Director and enforced by the parking lot operator for engaging in the Authorized Activity and using the parking lot .

8.03 Disorderly Persons. The Licensee shall use its best efforts to not allow any loud, boisterous or disorderly persons to loiter about the Premises.

8.04 Signs. Except as otherwise provided in Article 32, the Licensee shall not post signs or any other advertising matter of any type upon the Premises, including but not limited to displays, clothing, and furniture, unless prior approval for the posting of such material is obtained from the Director and such posting does not conflict with the County marketing and advertising program. All purchases and installations shall be at Licensee's cost.

8.05 Non-Interference. The Licensee shall not interfere with the public's use of the beach.

8.06 Licensee Staff. The Licensee shall maintain an adequate and proper staff to conduct the Authorized Activity from the Premises.

8.06.01 The Licensee shall designate itself or one member of the staff as the Licensee's manager with whom the County may contact on a daily basis. The County prefers that the manager be an owner, officer or partner of the Licensee. Any other individual shall be skilled in the management of a business similar to the Authorized Activity and shall be subject to approval by the Director. The manager shall devote substantial time and attention to the conduct of the Authorized Activity from the Premises. The manager shall be familiar with the terms of the License, and authorized to act for the Licensee.

8.06.02 The Director may give the Licensee written notice that the conduct or action of an employee is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the beach or Marina del Rey. The Licensee shall meet and confer with the Director for the purpose of reaching agreement on a course of corrective action, and the Licensee shall take reasonable measures to assure the corrective action is taken so that the conduct is no longer detrimental to the interest of the public using the beach or Marina del Rey.

8.06.03 The Licensee warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all individuals performing work for the Licensee under this License are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

8.07 Days and Hours of Operation. The Licensee shall engage in the Authorized Activity from the Premises every day from Memorial Day Weekend through Labor Day Weekend of each year during the License Term, except when a condition exists which is beyond the control of the Licensee, including but not limited to fire, earthquake, flood, storm, war, riot or insurrection, or other similar event that prevents the Licensee from engaging in the Authorized Activity from the Premises. The minimum daily hours of operation during this period of time shall be from 11 a.m. to 4 p.m. Days and hours of operation at all other times shall be at the discretion of the Licensee, based upon considerations of public demand and operating cost. Director shall have the right to change the mandatory operational days and hours as Director deems appropriate.

8.08 Prices. The Licensee shall maintain at all times a complete list or schedule of the prices charged for food and beverage offered for sale or merchandise offered for sale or rent, whichever is applicable, from the Premises, as well as any other merchandise that the Director may authorize. The prices shall be fair and reasonable, based upon the following two considerations: comparability of price with other similar items that are for sale in the same manner or similar location; and reasonableness of profit margin in view of the cost of engaging in the Authorized Activity from the Premises in accordance with the terms of the License. In the event the Director notifies the Licensee that the prices being charged are not fair and reasonable, the Licensee shall have the right to confer with the Director and justify the prices. Following reasonable conference and consultation with the Director, the Licensee shall make such price adjustments as may be ordered by the Director. Licensee may appeal the determination of Director to the Board of Supervisors, whose decision shall be final and conclusive. Pending such appeal, the prices fixed by Director shall be the maximum charged by Licensee.

8.09 Trade Fixtures. The Licensee shall provide and install all trade fixtures at its own cost. For applicable Licenses only, the County will provide Licensee, without cost, certain trade fixtures listed in the attached Exhibits "B-1" – "B-6" if any, upon the delivery of the Premises.

8.10 Merchandise. The Licensee shall provide and pay for an adequate inventory of merchandise to meet the needs of the public for the items that may be sold from the Premises. In case of food and beverages, Licensee shall meet the standard prescribed by federal, state and County laws, ordinances, and regulations for such items of merchandise. No adulterated, misbranded, or impure items shall be sold by the Licensee, and all merchandise kept on hand by the Licensee shall be stored and handled with due regard for public health and sanitation.

8.11 Removal of Objectionable Items of Merchandise. The Licensee shall remove or withdraw from sale any item of merchandise that may be found objectionable to the public, as determined by the Director, immediately following receipt from the Director of written notice for its removal.

8.12 Initial Improvements. The Premises shall be delivered to Licensee on an "AS-IS" and "WITH ALL FAULTS" basis. Licensee at its own cost and expense shall prior to opening for business in the Premises be responsible for obtaining any and all necessary permits, including but not limited to Building and Safety Permits, so that the Premises will meet all County Department of Public Works, Building and Safety Division and Health Department requirements.

8.12.01 FOR CONCESSION STANDS ONLY. ALL CONCESSION STANDS SHALL MEET ALL LEGAL REQUIREMENTS, INCLUDING STATE AND COUNTY BUILDING CODES AND HEALTH AND SAFETY CODES, PRIOR TO OPENING FOR BUSINESS. THE LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE HAS INSPECTED THE PREMISES, AND THAT LICENSEE IS TAKING THE PREMISES ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS. LICENSEE ALSO ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ANY AND ALL REPAIRS, REPLACEMENTS, AND IMPROVEMENTS OF THE PREMISES, REGARDLESS OF THE COST, INCLUDING COSTS NECESSARY TO COMPLY WITH ALL CODES AND REGULATIONS. LICENSEE SHALL NOT BE EXCUSED FOR ANY REASON WHATSOEVER FROM RENT PAYMENTS DUE TO FAILURE TO OPEN FOR BUSINESS.

8.13 Maintenance. The Licensee shall at its own cost and expense be responsible for making any and all repairs, replacements, improvements to and maintaining the Premises, all appurtenant structures thereof, and any other improvements in, on or about the Premises, including without limitation, any and all trade fixtures, whether they are furnished by Licensee or County. Licensee shall keep the Premises and appurtenances in good working condition and

repair, and be responsible for correcting any unsafe conditions therein. Licensee shall make repairs or replacements, or cause such repairs or replacements to be done, at its own cost, to any and all damaged County facilities, buildings, or grounds on the Premises. Such repairs or replacements shall be made immediately after Licensee has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.13.01 Licensee shall also be responsible for maintaining in good working condition and repair, all drains and laterals in and to the Premises and shall clean and repair same as necessary. Licensee must provide proof thereof in a form reasonably satisfactory to Director. Licensee shall have an on-going obligation during the License Term to keep all governmental permits current and in good standing and do whatever is necessary to fulfill this obligation. Licensee shall also at its own cost and expense be responsible for keeping all portions of the Premises in a good and clean condition, including but not limited to the immediate removal of graffiti, as it may from time to time occur.

8.14 County's Maintenance Obligation. County shall during the License Term have absolutely no obligation to maintain, repair, replace or improve the Premises or any portion thereof, or any appurtenant structures thereof, including without limitation, any and all trade fixtures whether furnished by Licensee or County.

8.15 Failure to Perform Maintenance. In the event Licensee fails to make or do any repairs, replacements or maintenance as required in this License, County may notify Lessee of said failure and should Licensee fail to cure said failure in a timely manner, County may make or do such repairs, replacements or maintenance and charge Licensee the cost thereof.

8.16 Security Devices. The Licensee may provide any legal devices, installations, or equipment designed for the purpose of protecting the Premises from theft, burglary or vandalism, provided written approval for installation is first obtained from the Director. All purchases and installations shall be at Licensee's cost.

8.17 Safety. The Licensee shall immediately correct any unsafe practices occurring within the Premises. The Licensee shall obtain emergency medical care for any member of the public who becomes ill or injured while on the Premises. The Licensee shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the Premises, including promptly reporting such incidents to the Director.

8.18 Habitation. The Premises shall not be used for human habitation.

8.19 Utilities. The Licensee shall procure and pay for any necessary utilities for conducting of the Authorized Activity at the Premises. The telephone service shall be provided and paid for by the Licensee. The telephone number shall be placed in the name of the Licensee or the business name and shall not be transferred to any other location. The Licensee waives any and all claims against the County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Premises.

8.20 Sanitation. The Licensee shall keep the Premises and the area within a distance of fifty (50) feet from the Premises clean and free from offensive matter, refuse or material detrimental to the public health by sweeping, hosing and power cleaning whenever necessary but in no event not less than once per day. The Licensee shall prevent any accumulation of matter, refuse or substance from occurring by disassembling paper products and styrofoam cases, placing plastic wrappers in the trash receptacles as often as necessary to maintain the area in a neat and clean condition. Licensee shall not allow bread racks and bottle cases to be used outside the Premises. The Licensee shall furnish and pay for all equipment and materials necessary to maintain the Premises and the area within a distance of fifty (50) feet from the premises in a sanitary condition, including providing trash receptacles of the size, type and number required by the Director. The Licensee shall provide and pay for both a trash bin for refuse removal from the beach and a separate means of removal of cooking oil from the beach, subject to the Director's approval.

8.21 Advertising. Any marketing literature that the Licensee plans to use in advertising the Authorized Activity from the Premises shall be submitted for Director's approval before being used. The Director's approval shall not be unreasonably withheld. The Director's approval shall be deemed reasonably withheld if the content and use of the marketing literature in the manner proposed by the Licensee would constitute a breach of any marketing contract that may have been or will be entered into by the County as part of the County marketing and advertising program described in Article 32.

8.22 Licensee agrees to sell, advertise, market and/or promote the exclusive sponsor's products and to use the exclusive sponsor's enhancements on the Premises as directed by the Director. The County may take appropriate and necessary enforcement actions against Licensee, including the termination of the License, to ensure compliance and/or cooperation with the exclusive sponsor agreements by the Licensee.

8.23 Worker's Compensation. The Licensee acknowledges that the obligation for furnishing workers' compensation benefits to any individual who may engage in the Authorized Activity in, on, at, or from the Premises is the responsibility of the Licensee, rather than the County, and the Licensee agrees to bear the sole responsibility and liability for furnishing workers' compensation benefits to any such individual for injuries arising from or connected with services performed on behalf of the Licensee, pursuant to Article 14 of this License.

8.24 Licensee To Use Recycled Paper. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited a the County's landfills, the Licensee agrees to use recycled-content paper to the maximum extent possible on all work performed under this License. Licensee of concession stands must use biodegradable food containers, including but not limited to cups and plates, to dispense food.

9. ENVIRONMENTAL

9.01 Compliance with Environmental Laws. Licensee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances on the Premises.

9.02 Notice of Hazardous Substance Release. Licensee shall notify the County when it learns that Hazardous Substances have been released on the Premises.

9.03 Environmental Indemnification. Licensee shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, investigation and remediation costs, attorneys' fees, legal expenses, expert and consultants' fees) arising in whole or in part from the presence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act as is now in effect, or as later amended, on the Premises caused by Licensee. This provision shall survive the termination of this License and is intended to comply with the provisions of 42 U.S.C. Section 9607(e).

9.04 Hazardous Substance. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal, release or effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

9.05 Hazardous Substance Condition. "Hazardous Substance Condition"

shall mean the existence on, under, or relevantly adjacent to, the Premises of a Hazardous Substance that requires remediation and/or removal and/or for it to be otherwise mitigated pursuant to applicable law.

9.06 Styrofoam. Licensee shall not sell, rent or use any products in its business that are fabricated, in whole or in part, with Styrofoam, including, but not limited to, cups, plates, and coverings for food or beverages.

10. DESTRUCTION OF CONCESSION PREMISES AND/OR THE BEACH

10.01 In the event the Premises are totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or other similar event, the County, at its sole option, shall either restore the Premises or terminate this License.

10.02 Should the County elect to restore the Premises, this License shall continue in full force and effect, except that the payments to be made by the Licensee shall be abated and/or other relief afforded to the extent that the Director determines that the damage and/or restoration interferes with the conduct of the Authorized Activity from the Premises. Should Licensee disagree with the County's election to restore the Premises or the relief granted by the County, if any, Licensee must file a claim with the Director within one hundred (100) days of the Director's notice of the County's election to restore the Premises. Any such claim shall be denied if the destruction of the Premises is found by the Director to have been caused by the fault or neglect of the Licensee.

10.03 The Licensee agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the conduct of the Authorized Activity from the Premises, and permitting examination and audit of all such records.

10.04 The Licensee shall cooperate in the restoration of the Premises by vacating the Premises for such periods that are required for the restoration.

10.05 The provisions of this Article shall also be applicable to a total or partial destruction of the beach, 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 the beach due to the partial or total closure has affected the conduct of the Authorized Activity on the Premises.

10.06 The Licensee agrees to accept the remedy provided in this Article as its sole remedy for equitable or legal relief in the event of a destruction of the Premises and/or the beach, and the Licensee hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available under state or federal law.

11. CONSTRUCTION BY COUNTY AFFECTING CONCESSION PREMISES AND/OR BEACH

11.01 In the event County shall construct or cause to be constructed a new, temporary, or replacement facility(ies) for the Premises, this License shall continue in full force and effect, except that the payments to be made by Licensee shall be abated and/or other relief afforded to the extent that the Director may determine the construction interferes with the Authorized Activity, provided a claim therefor is filed with the Director within one hundred (100) days of commencement of construction.

11.02 In the event said construction affects the Premises, the Licensee agrees to cooperate with the County and remove or relocate at its own expense all items of inventory, trade fixtures, equipment, furnishings, and Portable Buildings owned, operated, leased and/or used by the Licensee from the Premises within thirty (30) days of written notice from the Director, and for such periods as are required for the construction of the new facility.

11.03 If the Director has not required the removal of the Portable Buildings during construction of the new facility(ies), upon the completion of construction of the new facility(ies), the Licensee agrees to permanently remove at its own expense all Portable Buildings from the Premises.

11.04 The Licensee agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the Authorized Activity and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

11.05 Following completion of the new, temporary or replacement facility (ies), Licensee shall resume the Authorized Activity within thirty (30) days of notice of such completion from the Director.

11.06 The Licensee agrees to accept the remedy heretofore provided in this Article as its sole remedy for equitable or legal relief in the event of construction upon the Premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereinafter under state or federal law.

12. SECURITY DEPOSIT

12.01 Prior to the commencement of the License Term, the Licensee shall

pay to the County's Department of Beaches and Harbors an amount that shall be equal to thirty percent (30%) of the annual rent for the first License Year. In lieu of payment, the Licensee may deposit this amount in a bank, the deposits of which are insured under the Federal Deposit Insurance Act (12 U.S.C. §1811 et seq.) or a savings and loan, the deposits of which are insured under Title 4 of the National Housing Act (12 U.S.C. §1724 et seq.), provided that a certificate of deposit is delivered to the Director giving the County the sole right to withdraw any or all of said amount during the License Term and provided further that upon expiration of the then existing certificate of deposit, Licensee shall on or prior to the expiration of the then existing certificate of deposit deliver to the Director evidence satisfactory to Director of a new certificate of deposit. The Licensee shall be entitled to any and all interest accruing from the certificate of deposit.

12.02 The amount set forth in Section 12.01 (the "Security Deposit") shall be increased at the beginning of each License Year over the remaining License Term following the first License Year to an amount that shall be equal to thirty percent (30%) of the annual rent for the License Year.

12.03 The Security Deposit shall serve as security for faithful performance by the Licensee of all terms of the License, and the amount may be applied by the County in satisfaction and/or mitigation of damages arising from a breach by the Licensee of the obligations assumed, including, but not limited to, delinquent payments and maintenance deficiencies, without prejudice to the exercise of any other legal or equitable rights the County may have to remedy a breach of this License.

12.04 In the event all or any part of the Security Deposit is applied in satisfaction and/or mitigation of damages, the Licensee shall deposit immediately such additional sums as are necessary to restore the Security Deposit to the full amount required.

12.05 The amount shall be returned to the Licensee upon termination of the License, less any sums which may be withheld by the County as provided for in Section 12.03.

13. HOLD HARMLESS AND INDEMNIFICATION

13.01 The Licensee agrees to indemnify, defend, and save harmless the County and its Special Districts, its agents, elected and appointed officers, and employees (hereinafter "County"), from and against any and all liability, including, but not limited to liability covered under the California Workers' Compensation laws, expense, including, but not limited to, defense costs, legal and expert fees, and claims for damage of any nature whatsoever, arising from or connected with the use and/or the conduct of the Authorized Activity or any other activity in, on, at or from the Premises or any other area of the beach by the Licensee and/or the agents, servants employees and invitees of the Licensee, including, but not limited to, liability, expense, and claims for personal injury, bodily injury, death or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of expressed or implied warranty of product, defectiveness of product, or intentional infliction of harm; non-payment for labor, materials, appliances or power, performed on, or furnished or contributed to the Premises; infringement of a patent or copyright or disclosure of a trade secret; violation of state and federal anti-trust laws; violation of state and federal civil rights laws; and violation of state and federal alien registration and work laws. This promise of indemnity shall extend to all the covered liability, expenses, and claims, notwithstanding that the act, omission, or condition giving rise to any such liability, expense, or claim is proximately caused by the active or passive negligence of the County and its Special Districts, its agents, elected and appointed officers, servants, and employees, relating to the use and/or the conduct of the Authorized Activity in, on, at or from the Premises or any other area of the beach by the Licensee or the agents, servants, employees and invitees of the Licensee, the enforcement of this License, or a dangerous or defective condition of the Premises or any other area of the beach that is created by an act or omission of the Licensee or the agents, servants, and employees of the Licensee. The Licensee's duty to indemnify the County shall survive the expiration or other termination of this License.

13.02 The obligations assumed in Section 13.01 by the Licensee for the protection of the County from the third party liability described in Section 13.01 shall be deemed to extend to the State of California and the City of Los Angeles in the event the Premises are located on land that is owned and/or leased by either entity, and the Licensee acknowledges and agrees to provide the same protection to each additionally named entity.

14. INSURANCE

14.01 Without limiting the Licensee's indemnification of the County, the Licensee shall provide and maintain, at its own cost during the License Term, and shall require its sub-licensee, at its own cost , to provide and maintain during the License Term, the programs of insurance that are described herein. Such

insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

14.02 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

The Department of Beaches and Harbors, Asset Management Division, 13837 Fiji Way, Marina del Rey, CA 90292 prior to commencing services under this License. Such certificates or other evidence shall:

- Specifically identify this License;
- Clearly evidence all coverages required in this License;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this License; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Licensee to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Licensee to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.03 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

14.04 Failure to Maintain Coverage: Failure by the Licensee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the License upon which the County may immediately terminate or suspend this License notwithstanding Articles 24 and 25. The County, at its sole option, may obtain damages from the Licensee resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Licensee, the County may deduct from sums due to the Licensee any premium costs advanced by the County for such insurance.

14.05 INSURANCE COVERAGE REQUIREMENTS

14.05.01 General Liability insurance written on ISO policy form CA 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million
Hang Gliding Activity:	$5 million

14.05.02 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

14.05.03 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Licensee is responsible. If Licensee's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which a Licensee is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

14.05.04 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Licensee, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

14.05.05 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment - Special form ("all risk") coverage for the actual cash value of the Premises.

Real Property and All Other Personal Property - Special form ("all-risk") coverage for the full replacement value of the Premises ,all improvements and equipment installed thereon, including trade fixtures, with a deductible not greater than five percent (5%) of such replacement value, against the hazards of fire, lightning, vandalism, burglary, theft, malicious mischief, and other property-related losses.

In the event the Premises are located on land that is either owned by the State of California or owned or leased by the City of Los Angeles, the entity that owns and leases the land on which the Premises are located shall be named as an additional insured on the insurance as required by Article 14

14.06 Notification of Incidents, Claims or Suits: Licensee shall report to the County:

- Any accident or incident relating to services performed under this License which involves injury or property damage which may result in the filing of a claim or lawsuit against the Licensee and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Licensee arising from or related to services performed by the Licensee under this License.
- Any injury to a Licensee employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Licensee under the terms of this License.
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14.07 Compensation for County Costs: In the event that the Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to the County, the Licensee shall pay full compensation for all costs incurred by the County.

14.08 Insurance Coverage Requirements for Sub-licensees: The Licensee shall ensure any and all sub-licensees performing services under this License meet the insurance requirements of this License by either:

- The Licensee providing evidence of insurance covering the activities of sub-licensees, or

- The Licensee providing evidence submitted by sub-licensees evidencing that sub-licensees maintain the required insurance coverage. The County retains the right to obtain copies of evidence of sub-licensee insurance coverage at any time.

14.09 The Authorized Activity shall not be commenced from the Premises until the Licensee has complied with the aforementioned insurance requirements, and it shall be suspended during any period that the Licensee fails to maintain the insurance in full force and effect.

15. TAXES AND ASSESSMENTS

15.01 The Premises may be subject to taxation and/or assessment, and in such an event, the Licensee shall pay before delinquency all taxes, assessments, fees or charges which at any time may be levied by the State, County, any city or any other tax or assessment levying body.

15.02 The obligation of the Licensee, as set forth in Section 15.01, shall be without prejudice to the right of the Licensee at its own cost to challenge through the commencement and prosecution of appropriate administrative and judicial proceedings either the validity or the amount of any taxes, assessment, fees or other charges that may be levied on the Premises. However, the commencement of any such proceedings by the Licensee shall not excuse its performance of the obligation in Section 15.01 for payment of the particular tax, assessment, fee or charge challenged pending a final disposition on the merits of the challenge made.

15.03 The Licensee also shall pay any taxes, assessments, fees and charges on the merchandise and Trade Fixtures that the Licensee uses in engaging in the Authorized Activity in, on, at or from the Premises.

16. TRANSFERS

16.01 The Licensee shall not assign, hypothecate, or mortgage the License or grant a sublicense on any portion of the Premises without the prior written consent of the Director. Any attempted assignment, hypothecation, mortgage, or sublicense (hereinafter collectively referred to as a "transfer") without the prior written consent of the Director, shall render the License immediately null and void, notwithstanding the provisions of Articles 24 and 25.

16.02 Each time there is a transfer of the License, the Director shall condition the County's consent to transfer upon (1) payment to the County on or before the effective date of the transfer to be made, a transfer fee in an amount equal to the greater of five hundred dollars ($500) or five percent (5%) of the sales price or other consideration given for the interest transferred; (2) provision of such information and documents as the Director deems necessary in order to compute the amount of the transfer fee to be paid; and (3) the assumption by the transferor and transferee of a joint and several obligation for payment of the amount due.

16.03 Notwithstanding the provisions of Section 16.02, the condition for payment of a transfer fee will not be imposed in those instances where the assignment does not result in a "Change of Ownership" as that term is defined on the commencement of the License Term in chapter 2, part 5, Division 1 of the California Revenue and Taxation Code inclusive of the exclusions from a change in ownership that are stated in this chapter of the code.

16.04 Each and all of the terms of the License to be performed by the Licensee shall be binding upon any and all persons or entities to which the License is transferred.

16.05 The License shall not be transferable by testamentary disposition or the laws of intestate succession, proceedings in attachment or execution against the Licensee, or voluntary or involuntary proceedings in bankruptcy, insolvency or receivership taken by or against the Licensee under any process of law, including proceedings under Chapter X or XI of the Bankruptcy Act. Notwithstanding the provisions of Articles 24 and 25, the occurrence of any of the following events during the License term shall render the License immediately null and void: death of the individual who owns the License or the majority controlling interest in the entity that owns the License; the filing of a voluntary petition in bankruptcy by the Licensee; the adjudication of the Licensee as a bankrupt; the appointment of any receiver of the Licensee's assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of the Licensee under any federal or state law, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act which operates to deprive the Licensee permanently of the right to engage in the Authorized Activity from the Premises; the levy of any attachment or execution which substantially interferes with the Licensee's right to engage in the Authorized Activity from the Premises, and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

16.06 Shareholders and/or partners of the Licensee may sell, exchange, and assign any interest they may have in the entity that owns the License. However, in the event any such sale, exchange, or assignment is effected in such a way as to give majority control of the entity owning the License to any person other than the person owning majority controlling interest in the entity that owns the License at the time the transfer is made, prior approval by the Director and payment of the transfer fee of $500 or five percent (5%) as provided in Section 16.02 shall be required. Consent to any such transfer shall be refused only if the Director finds that the person to whom the transfer is to be made lacks the experience and/or financial responsibility to engage in the Authorized Activity in, on, at or from the Premises.

17. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

17.01 Licensee acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through license agreements 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.

17.02 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Licensee's duty under this License to comply with all applicable provisions of law, Licensee warrants that it is now in compliance and shall during the term of this License maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department 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).

17.03 Failure of Licensee to maintain compliance with the requirements set forth in the preceding Sections 17.01 and 17.02 shall constitute a default by Licensee under this License. Without limiting the rights and remedies available to County under any other provision of this License, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services shall be grounds upon which the County may terminate this License pursuant to Article 26.

17.04 Licensee acknowledges that the County places a high priority on the enforcement of Child Support laws and the apprehension of child support evaders. Licensee understands that it is the County's policy to encourage all County licensees to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Licensee's place of business. Los Angeles County's Child Support Services Department will supply the Licensee with the poster to be used.

18. NONDISCRIMINATION IN EMPLOYMENT

18.01 The Licensee certifies and agrees that all persons employed by the Licensee and/or the affiliates, subsidiaries or holding companies of the Licensee are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all anti-discrimination provisions, existing or as later amended, of the Los Angeles County Code and the laws of the United States of America and the State of California.

18.02 The Licensee certifies and agrees that sub-contractors and vendors of the Licensee are and shall be selected without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all anti-discrimination provisions, existing or as later amended, of the Los Angeles County Code and the laws of the United States of America and the State of California.

18.03 All employment records of the Licensee shall be open for inspection and re-inspection at any reasonable time during the License term for the purpose of verifying the Licensee's compliance with Sections 18.01 and 18.02.

18.04 In the event of a breach of the promises on nondiscrimination that are contained in Sections 18.01 and 18.02 and that the County determines does not constitute an event of default pursuant to Article 23, the sum of one-fourth of the then current annual rent plus any costs and attorney's fees that the County spends to collect such sum is agreed to be the amount of damages which will be sustained by the County. This amount has been set by the parties in recognition of the difficulty in fixing actual damages arising from such a breach.

19. EASEMENT

19.01 The County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the beach for utilities or public access provided the County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted from the Premises. Should the establishment of such easements permanently deprive the Licensee of the use of a portion of the Premises, an abatement of the annual rent shall be provided in an amount proportional to the total area of the Premises in the before and after conditions.

20. RIGHT OF ENTRY

20.01 Any officer and/or employee of the County may enter the Premises at any and all reasonable times for the purpose of determining whether or not the Licensee is complying with the terms and conditions of this License, or for any other purpose incidental to the rights of the County within the beach. Licensee

may not rekey or otherwise change locks without express written permission from the County and Licensee shall provide to County a copy of any keys made for the Premises.

20.02 Additionally, upon the occurrence of the events that are described in Article 24, the Licensee irrevocably appoints the Director as its attorney-in-fact for continuing the business with authority to (1) take possession of the Premises, including all property therein; (2) remove and place any such property in storage for the account and at the expense of the Licensee; (3) sublicense the Premises; and (4) after payment of all expenses of any such sublicense apply all payments realized to the satisfaction and/or mitigation of all damages arising from the Licensee's breach. Entry by the Director upon the Premises for the purpose of exercising the authority conferred as an attorney-in-fact of the Licensee shall be without prejudice to the exercise of any other rights provided in the License or by law or equity to remedy a breach of the License.

21. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

21.01 Should Licensee require additional or replacement personnel after the effective date of this License, Licensee 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 Opportunities for Work (GROW) Program who meet Licensee's minimum qualifications for the open position. For this purpose, consideration shall mean that the Licensee will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Licensee. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

22. EARLY TERMINATION FOR LOSS OF OPERATIONAL CONTROL

22.01 In the event the Premises are located on land that is owned and/or leased by the State of California and/or the City of Los Angeles, County reserves the right to terminate the License on ten (10) days' written notice from the Director.

22.02 This right shall be exercised only in the event of a relinquishment of operational control over the land on which the Premises is located by the County and a refusal of the successor in interest to accept an assignment of this License from the County.

22.03 A termination of the License in accordance with the right reserved in Section 22.01 shall not be deemed to be a breach by the County of any covenant expressed by the County in the License or implied by law.

22.04 The Licensee agrees to accept any such termination of the License in recognition of the state's and/or city's right, title and interest in the Premises and that the terms of the License do not provide for any right of non-disturbance in the event of the County's relinquishment of operational control over the land on which the Premises are located.

23. TERMINATION FOR IMPROPER CONSIDERATION

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

23.02 Licensee shall immediately report any attempt by a County officer or employee 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 County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

24. EVENTS OF DEFAULT

The following events constitute the events of default for which the License may be cancelled in accordance with Article 25.

24.01 The abandonment, vacation or discontinuance of the Authorized Activity in, on, at or from the Premises from Memorial Day Weekend through Labor Day Weekend for a period of more than forty-eight (48) consecutive hours, unless otherwise approved by the Director in writing, except when a condition exists which is beyond the control of the Licensee, including but not limited to fire, earthquake, flood, storm, war, riot, or insurrection, or other similar events that prevent the Licensee from engaging in the Authorized Activity from the Premises.

24.02 Failure of the Licensee to make the required payments when due, when the delinquency continues beyond three (3) days following written notice for payment.

24.03 Determination by the Director, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission that substantial acts of discrimination having been practiced by the Licensee in violation of state and/or federal laws.

24.04 The failure of the Licensee to keep, perform and observe all other obligations of this License, where such failure continues for more than three days following written notice from the Director for correction of the deficiency, provided that where fulfillment of the obligation requires activity over a period of time and the Licensee shall have commenced to perform whatever may be required to cure the particular default within three (3) days after such notice and continues such performance diligently, the time limit shall be extended for such period the Director in his sole discretion determines the Licensee requires to cure the default in a diligent manner, and the default can be cured by the performance being made.

24.05 The Licensee's misrepresentation or concealment of any material fact on the statement of personal history and supplement to the statement that were included in the proposal submitted to the County by the Licensee for this License.

24.06 The insolvency of the Licensee. The Licensee shall be deemed to be insolvent if:

a) 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 Licensee is insolvent within the meaning of the Federal Bankruptcy Code;

b) The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;

c) The appointment of a Receiver or Trustee for the Licensee; or

d) The execution by the Licensee of a general assignment for the benefit of creditors.

25. CANCELLATION

25.01 Except as otherwise provided in Articles 8, 14, 16, 22 and 23, upon the occurrence of any one or more of the events of default described in Article 24, this License shall be subject to cancellation by the Director. As a condition precedent to any such cancellation, the Director shall give the Licensee ten (10) days notice by registered or certified mail of the date set for cancellation, the grounds, and an opportunity to be heard by Director, subject to written request being made by the Licensee before the scheduled cancellation date for a hearing on the grounds for cancellation.

25.02 Action by the County to effectuate a cancellation of the License shall be without prejudice to the exercise of any other rights provided in the License or in law or equity to remedy a breach of the License. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

26. WAIVER

26.01 Any waiver by the County of any breach of any one or more of the terms of the License shall not be construed to be a waiver of any subsequent or other breach of the same or of any other terms of the License, and any such waiver shall not be construed as in any manner changing the terms of the License or stopping the County from enforcing the terms of the License.

26.02 No delay, failure, or omission of the County to prohibit Licensee from using the Premises or engaging in any activity not permitted in this License shall be construed as a waiver or acquiescence by the County in any default of Licensee or as a relinquishment by the County of any right provided in the License or in law or equity to remedy any such default.

26.03 No notice to the Licensee by the County shall be required to restore or revive timely performance of the obligations assumed by the Licensee in the License following the waiver by the County of any default.

26.04 The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

27. SURRENDER

27.01 The Licensee shall peaceably vacate the Premises upon expiration or termination of the License Term.

27.02 Licensee shall leave the Premises in good condition and repair, reasonable wear and tear excepted. In the event that the Premises are not in

good condition and repair after Licensee has vacated the Premises, County may restore or repair the Premises and charge Licensee for the cost thereof.

27.03 The Licensee shall remove at its own cost all of its Trade Fixtures from the Premises upon termination of the License and notification by the Director, whether by expiration of term, cancellation or otherwise, other than for those items that are furnished by the County over the License Term. If not removed, the County may use, sell, remove or demolish the Trade Fixtures, and the Licensee shall reimburse the County for any cost or expense in excess of any consideration received by the County as a result of the sale, removal or demolition.

27.04 Notwithstanding the provisions of Section 27.02, the Director reserves the right to purchase the Licensee's Trade Fixtures at the Licensee's cost as evidenced by the original invoice(s), less accumulated depreciation computed over the License Term.

27.05 Licensee shall not remove any fixtures whether said fixtures originally belonged to Licensee or County, any trade fixture belonging to the County as shown on Exhibits "B-1" – "B-5," as the case my be, or any trade fixtures, regardless of the original ownership, that are permanently affixed to the Premises or that would cause damage to remove. In the event Licensee causes any damage to the Premises by removing any fixtures, trade fixtures, equipment or other objects, Licensee shall be liable for all damage caused thereby. County shall have the right to assess and repair the damage and charge Licensee therefor.

28. INTERPRETATION

28.01 This License shall be interpreted according to the rules which govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635.

28.02 The headings contained in the License are for convenience and reference only and are not intended to define or limit the scope of any provision of the License.

28.03 The following words as used in the License shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

"Board of Supervisors" – The Board of Supervisors of the County of Los Angeles.

"License Year" – A period of twelve consecutive calendar months commencing with the Effective Date or its anniversaries thereafter.

"Department" – The Department of Beaches and Harbors of the County of Los Angeles.

"Director" – The Director of the Department of Beaches and Harbors of the County of Los Angeles or the authorized representative of the Director.

"Gross Monthly Receipts" – All money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned from the use of the Premises and in any other authorized areas of the beach by the Licensee and/or any assignee, licensee, permittee or concessionaire, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted or performed in whole or in part, from the Premises, including, but not limited to, rentals, the rendering or supplying of services and the sale of goods, wares or merchandise, other than direct taxes imposed on the consumer and collected by the Licensee, such as sales and excise taxes; receipts from the sale or trade-in value of equipment owned and used in the Premises by the Licensee; receipts from refunds or credits received by the Licensee for any unsold goods, wares and merchandise offered for sale from the Premises and returned to the shipper, supplier, or manufacturer; and receipts for which a full or partial refund subsequently is made by the Licensee to the purchaser of the item on which the charge, sale, rental or fee was earned.

"Health Department" – The Health Department of the County of Los Angeles.

"License" – This document and the attached exhibits.

"Mobile Food Preparation Unit" – A vehicle from which food is prepared, cooked, wrapped, packaged, processed or portioned for sale.

"Parking Lot Operator" – The County's beach parking lot manager.

"Portable Building(s)" – The temporary structure not to exceed 8' tall and 8'X40' in width and length provided by licensee during the course of business for bicycle and skate rentals, beach merchandise rentals, and hand gliding activity.

"Trade Fixtures" – All necessary appliances, furniture, fixtures and equipment to engage in the Authorized Activity from the Premises and in any other authorized areas of the beach.

28.04 In engaging in the Authorized Activity from the Premises, the Licensee is acting solely as an independent contractor, it being expressly understood by the parties that this is the only relationship that has been or is intended to be created. This License does not constitute, and the parties do not intend to create a partnership, a joint venture, an employment or an agency. It is further mutually understood and agreed that the construction of rights and obligations under the License is to be determined in accordance with the laws relating to owners and occupants of real property.

29. ENFORCEMENT

29.01 This License shall be construed in accordance with and governed by the laws of the State of California. Any action or proceeding to enforce or interpret any provision of this License shall be brought, commenced and prosecuted in Los Angeles County, California.

29.02 The Director shall be responsible for the enforcement of the License on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with its administration.

29.03 Licensee agrees to comply with all applicable federal, state County and municipal laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the License are incorporated by reference.

29.04 Licensee warrants that it fully complies with all statutes and regulations regarding employment eligibility of foreign nationals; that all persons performing work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

29.05 Licensee agrees to indemnify and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Licensee of such laws, rules, regulations or ordinances.

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30. NOTICES

30.01 Any notice required to be given under the terms of this License or any applicable law shall be given in writing that shall be either personally delivered or placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office mailbox, 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 that is delivered or mailed to the Licensee shall be Licensee's mailing address as shown on the Summary Page or such other place as may hereafter be designated in writing to the Director by the Licensee. Any notice that is delivered or mailed to the County shall be addressed to the Director, Department of Beaches and Harbors of the County of Los Angeles, 13837 Fiji Way, Marina del Rey, California, 90292, or such other place as may hereinafter be designated, in writing, to the Licensee by the Director. Service by personal delivery shall be deemed complete upon delivery. Service by mail shall be deemed complete upon the fifth business day following deposit in the previously described manner.

31. FEDERAL EARNED INCOME CREDIT NOTIFICATION

31.01 Licensee shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax Laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

32. COUNTY MARKETING AND ADVERTISING PROGRAM

32.01 The Licensee acknowledges that the Board of Supervisors has an established advertising program designed to promote additional revenue for the County, and the Licensee agrees to cooperate in this program in the manner described in Article 32 without compensation from the County for such cooperation

32.02 The Licensee agrees to place on the Premises any advertising that the Director approves under this program. Any advertising approved by the Director under this program shall be placed at County's cost.

32.03 The Licensee agrees to rent or sell, along with all other items of merchandise that are part of the Licensee's normal and customary inventory, any item of merchandise that the Director approves under this program, provided that Licensee is authorized to sell it under the terms of the License.

32.04 The Licensee agrees that through the County advertising program, merchandise or beverages may be sold or given away on any area more than 200 feet from the Premises.32.05 The Licensee agrees to cooperate with the County in any exclusive sponsorship agreements the County presently has or may enter into in the future, of which the current exclusive agreements are in the categories of automobiles, carbonated beverage and bottled water. The sponsoring company within each category and the number of categories themselves are subject to change.

32.06 Licensee shall cooperate with the County's exclusive beverage sponsorship agreements by maintaining at all times in its normal and customary inventory and exclusively selling on or from the Premises, only those beverage brands that are approved by the Director. Licensee shall also cooperate by limiting the sale of the beverage brands in categories as determined by the Director. The exclusive beverage sponsor would be required by the County to provide its beverages to the Licensee at a competitive price or allow the Licensee to obtain the sponsor's beverages through an outlet of the Licensee's choice.

32.07 All advertising on or about the Premises, including without limitation upon anything that is rented, sold, worn or displayed, and including but not limited to any customer serving items (including but not limited to, cups, napkins, umbrellas, and chairs) must not carry any depictions, logos names, marks and/or wording that represents in any way (as determined by the Director) any company in competition with any of the County's exclusive sponsors. Competitors of the County's exclusive beverage sponsors include any beverage other than the exclusive beverage sponsors selected by the County. The Licensee must use any customer serving items (including but not limited to, cups, napkins, umbrellas, and chairs) as provided by the exclusive beverage sponsor and approved by the Director as long as such items are either provided free of charge or at a competitive price.

32.08 Licensee shall immediately comply with the terms of this Article upon the effective date of this License in relation to the County's current exclusive sponsorship agreements with Nissan North America, Inc. and Nestle Waters North America Inc., and others exclusive sponsors as indicated by the Director. Licensee shall also immediately comply with this Article upon receipt of written notice from the Director.

33. LICENSEE RESPONSIBILITY AND DEBARMENT

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

33.02 Licensee is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Licensee on this or other contracts which indicates that the Licensee is not responsible, the County may, in addition to other remedies provided in the License, debar the Licensee from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing licenses the Licensee may have with the County.

33.03 The County may debar a Licensee if the Board of Supervisors finds, in its discretion, that the Licensee has done any of the following: (1) violated any term of a license or contract with the County; (2) committed any act or omission that negatively reflects on the Licensee's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that 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.

33.04 If there is evidence that the Licensee may be subject to debarment, Director will notify the Licensee in writing of the evidence that is the basis for the proposed debarment and will advise the Licensee of the scheduled date for a debarment hearing before the Contractor Hearing Board.

33.05 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Licensee and/or the Licensee's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision that shall contain a recommendation regarding whether the Licensee should be debarred and, if so, the appropriate length of time of the debarment. If the Licensee fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Licensee may be deemed to have waived all rights of appeal.

33.06 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.

33.07 These terms shall also apply to sub-licensees of County Licensees.

34. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

34.01 Should Licensee require additional or replacement personnel after the Effective Date of this License to perform the services set forth herein, Licensee shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this License. Such offers of employment shall be in writing, and shall be valid for a period of fifteen (15) calendar days. The Licensee shall not engage the services of other individuals until all such employees have been offered employment, and have accepted, refused or have not responded within the fifteen (15) calendar day period. Employment offers to the County employees shall be under the same conditions and rate of compensation which apply to other individuals who are employed, or may be employed by the Licensee. The Licensee shall maintain records of each employment offer made to the County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected or not responded to.

34.02 County employees who are employed by the Licensee under this provision shall not be discharged during the term of the License except for cause.

34.03 Nothing in this License shall be construed to create an interest in any person or entity as a third party beneficiary of this License.

35. COUNTY'S QUALITY ASSURANCE PLAN

35.01 The County or its agent will evaluate Licensee's performance under this agreement on not less than an annual basis. Such evaluation will include assessing the Licensee's compliance with all License terms and performance standards. Licensee deficiencies that County determines are substantial 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 improvements/corrective action measures taken by the County and Licensee. If improvement does not occur consistent with the corrective action measures, County may terminate this License or impose other penalties as specified in this License.

36. JURY SERVICE POLICY

36.01 This License is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.030 through 2.203.090 of the Los Angeles County Code.

36.02 Unless Licensee has demonstrated to the County's satisfaction

either that the Licensee is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Licensee qualifies for an exception to the Jury Service Program (Section 2.203.020 of the County Code), Licensee shall have and adhere to a written policy that provides that its Employees shall receive from the Licensee on an annual basis, no less than five (5) days of regular pay for actual jury service The policy may provide that Employees deposit any fees received for such jury service with the Licensee or that the Licensee deduct from the Employees' regular pay the fees received for jury service.

36.03 For purposes of this sub-paragraph, Licensee means a person, partnership, corporation or other entity which has a license with the County or a sub-license with a County Licensee and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County license or sub-licenses. "Employee" means any California resident who is a full time employee of the Licensee, or a lesser number of hours if: the lesser number is a recognized industry standard as determined by the County, or 2) Licensee has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12- month period are not considered full-time for purposes of the Jury Service Program. If Licensee uses any sub-licensee to perform services for the County under the License, the sub-licensee shall also be subject to the provisions of this Sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such sub-license agreement and a copy of the Jury Service Program shall be attached to the agreement.

36.04 If the Licensee is not required to comply with Jury Service Program when the license commences, Licensee shall have a continuing obligation to review the applicability of its "exception status" from the Jury Selection Service Program , and the Licensee shall immediately notify County if Licensee at any time either comes within the Jury Service Program's definition of "Contractor" or if Licensee no longer qualifies as for an exception to the Jury Service Program. The County may also require, at any time, during the License and at its sole discretion, that Licensee demonstrate to the County's satisfaction that the Licensee either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Licensee continues to qualify for an exception to the Program.

36.05 Licensee's violation of this subparagraph of the License may constitute a material breach of the License. In the event of such material breach, County may, at its sole discretion, terminate the License and/or bar Licensee from the award of future County licenses for a period consistent with the seriousness of the breach.

37. COMPLIANCE WITH SAFELY SURRENDERED BABY LAW

37.01 Licensee shall notify and provide its employees and shall require each sub-licensee to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Attachment F to the Request For Proposal and is also available for download from the website: www.babysafela.org for printing purposes.

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

38. ENTIRE AGREEMENT

38.01 This document and the attached exhibits, incorporated herein by reference, constitute the entire agreement between the County and the Licensee for the above described Authorized Activity at the Premises. All other agreements, promises and representations 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 attached exhibits, the terms relating to the use and conduct of the Authorized Activity from the Premises. The unenforceability, invalidity, or illegality of any provision of the License shall not render the other provisions unenforceable, invalid or illegal.

38.02 This License may not be modified except by further written agreement of the parties. Any such modification shall not be effective unless and until executed by the Licensee and, in the case of County, until executed by the Director.

39. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF LICENSE

39.01 Licensee shall have no claim against the County for payment of money or reimbursement of any kind whatsoever for any service provided by the Licensee after the expiration or other termination of this License. Should Licensee receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after the expiration/termination of this License shall not constitute a waiver of the County's right to recover such payment from Licensee. This provision shall survive the expiration or termination of this License.

40. INDEPENDENT CONTRACTOR STATUS

40.01 This License is by and between the County and the Licensee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Licensee. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

40.02 Licensee shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this License all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Licensee.

40.03 Licensee understands and agrees that all persons performing work pursuant to this License are, for purposes of Workers' Compensation liability, solely employees of the Licensee and not employees of the County. The Licensee shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Licensee pursuant to this License.

41. VALIDITY

41.01 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

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IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this License to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Licensee has executed the same.

"LICENSEE"
[INSERT LICENSEE'S NAME]

By: _____

"COUNTY"

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors

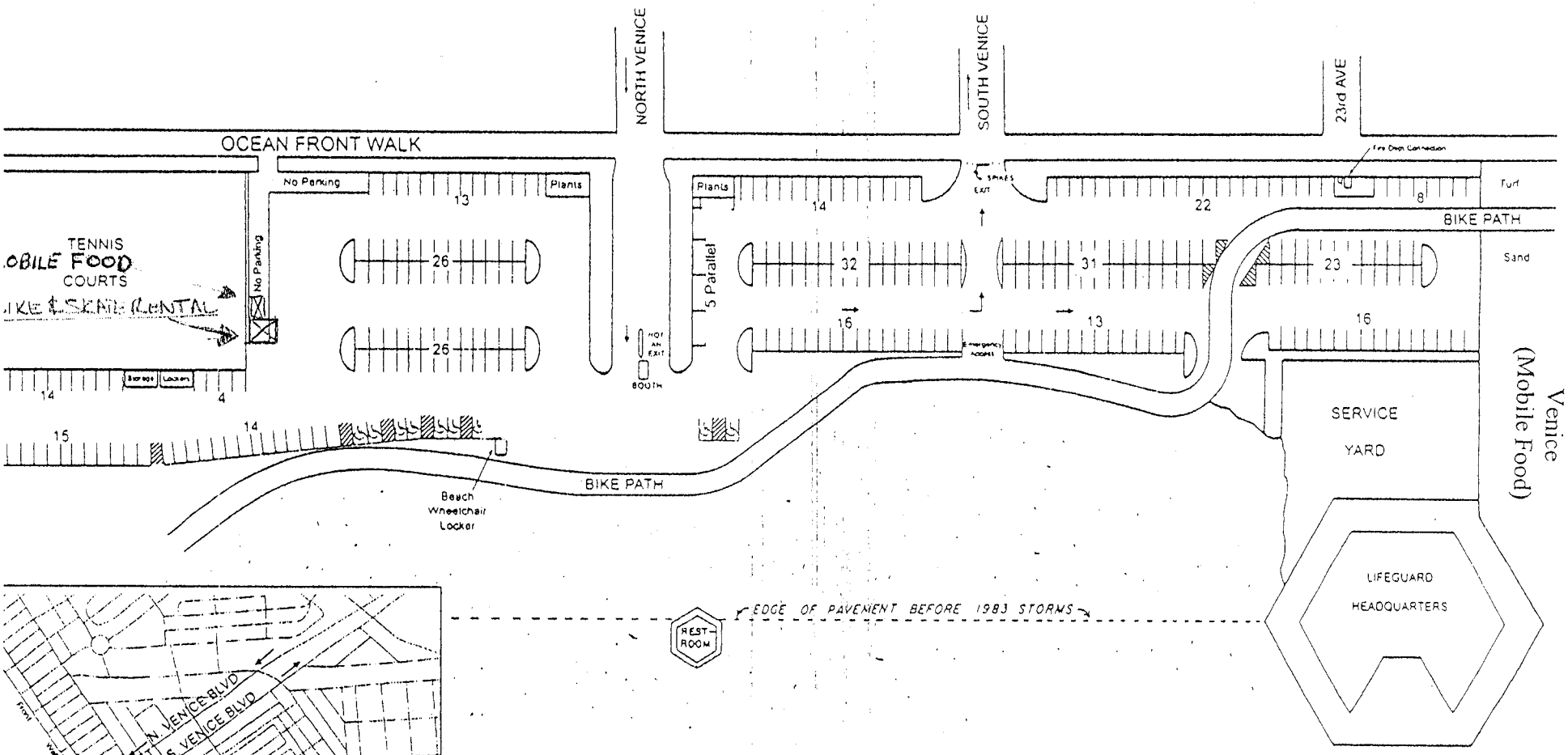
By: _____
Deputy

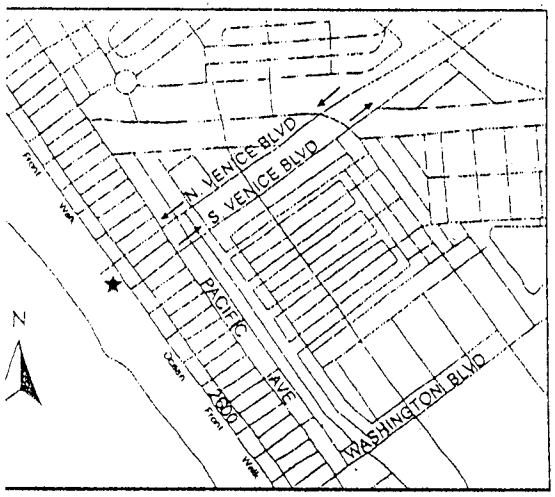
APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

VENICE CITY BEACH
'ENICE AVENUE PARKING LOT





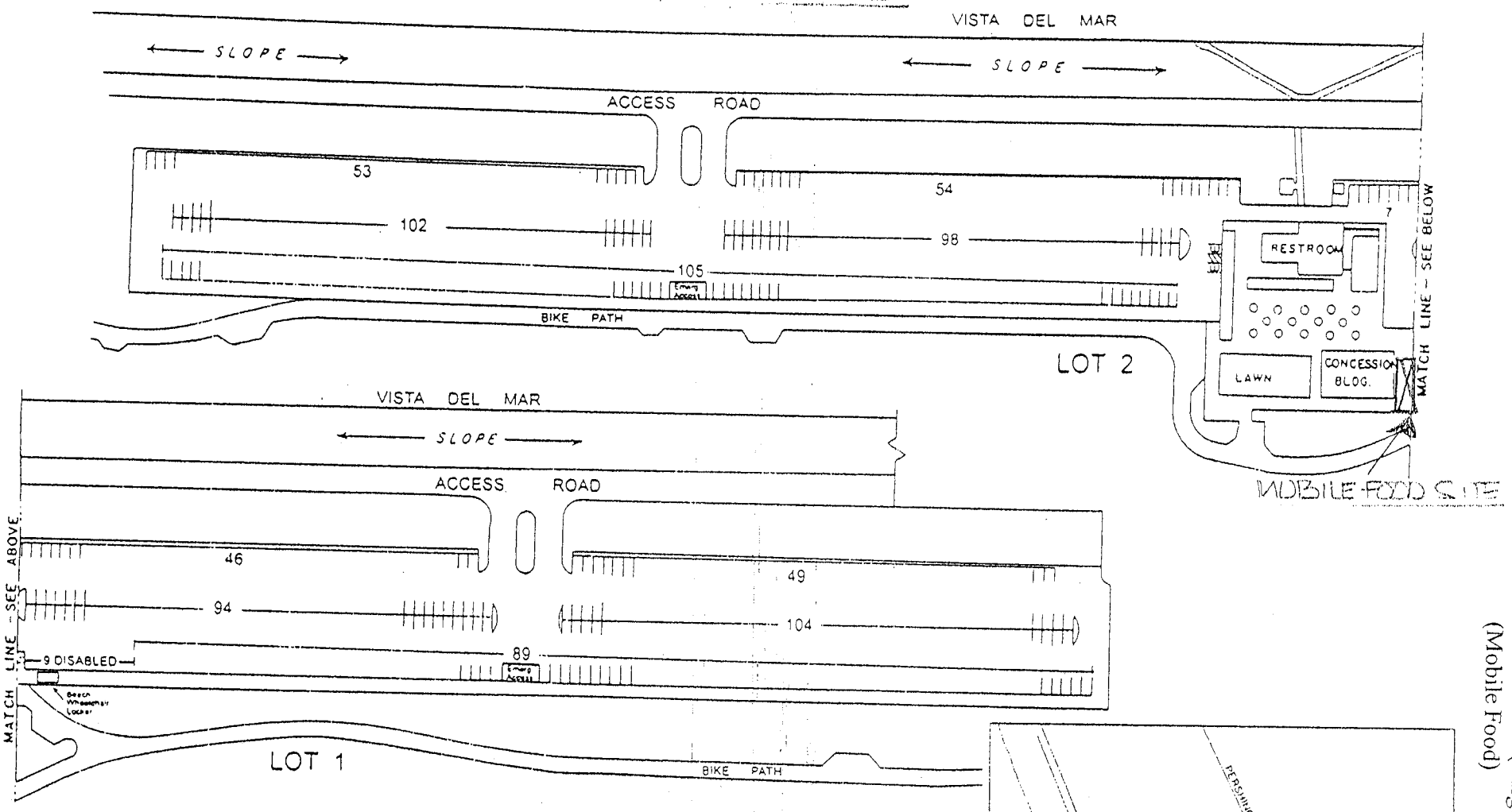
REGULAR SPACES	292
DISABLED	11
TOTAL	303

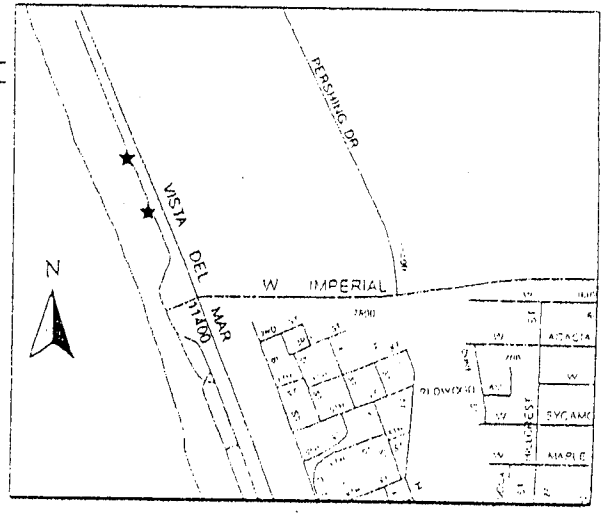
L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2002 by CLS

Exhibit "A – 1"
Venice
(Mobile Food)

DOCKWEILER STATE BEACH
PARKING LOTS #1, 2 "KILGORE"



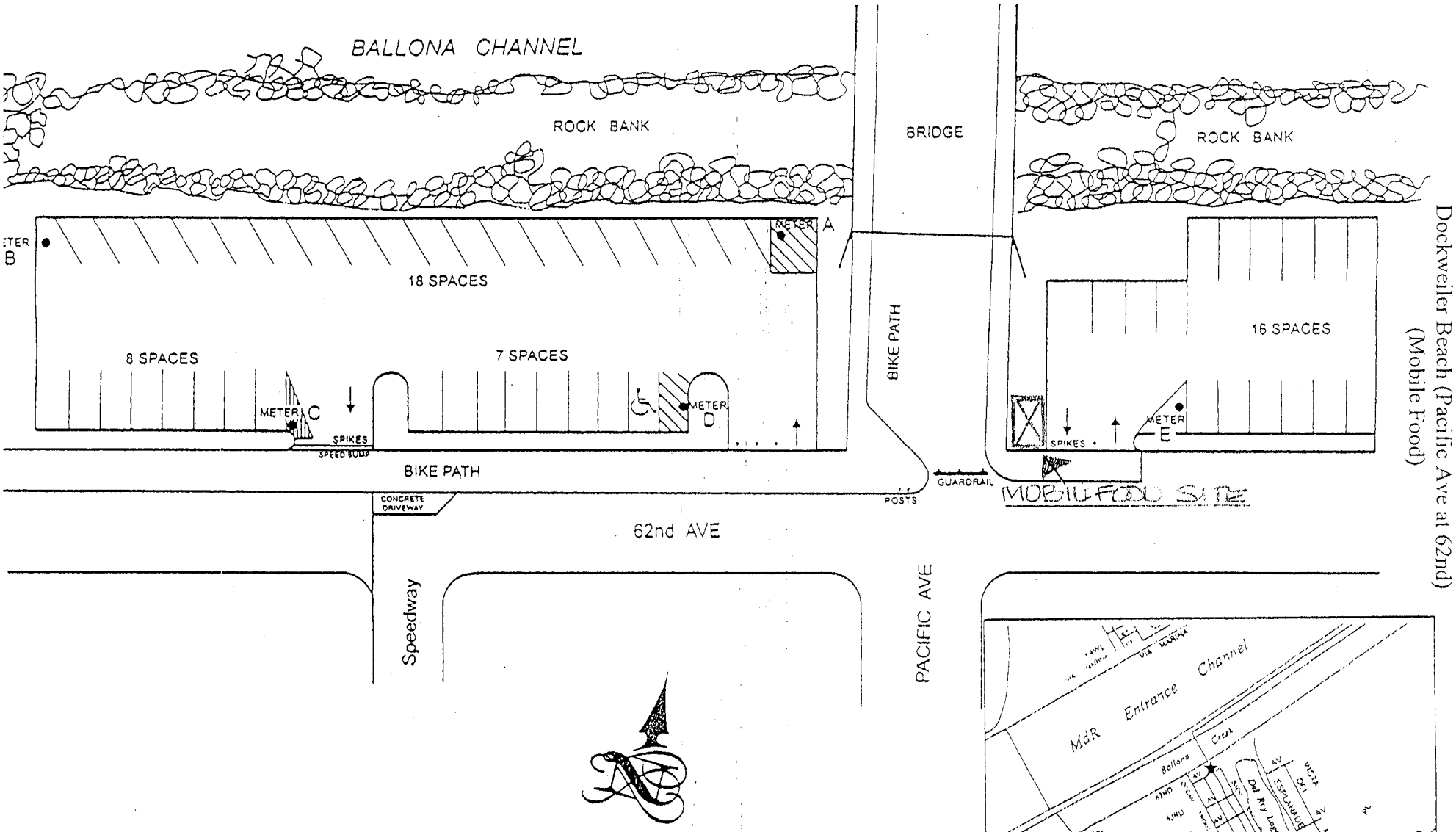


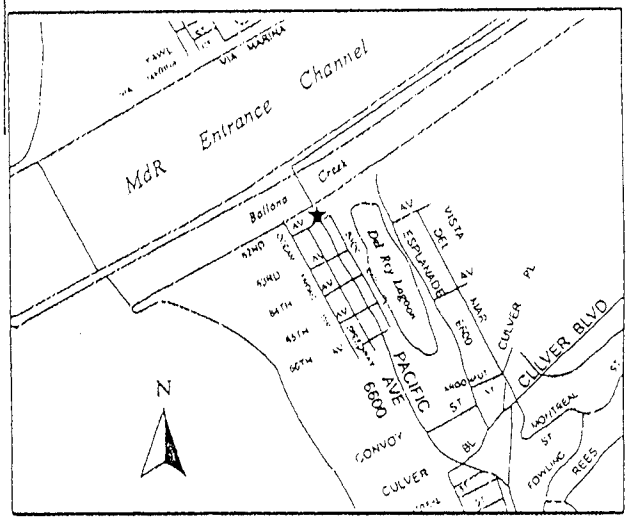
REGULAR SPACES	801
DISABLED	9
ELECTRIC VEHICLE (E)	2
TOTAL	812

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 5 / 2002 by CLS

Exhibit "A – 2"
Dockweiler I Beach (Kilgore)
(Mobile Food)

DOCKWEILER STATE BEACH
62nd AVE PARKING LOT

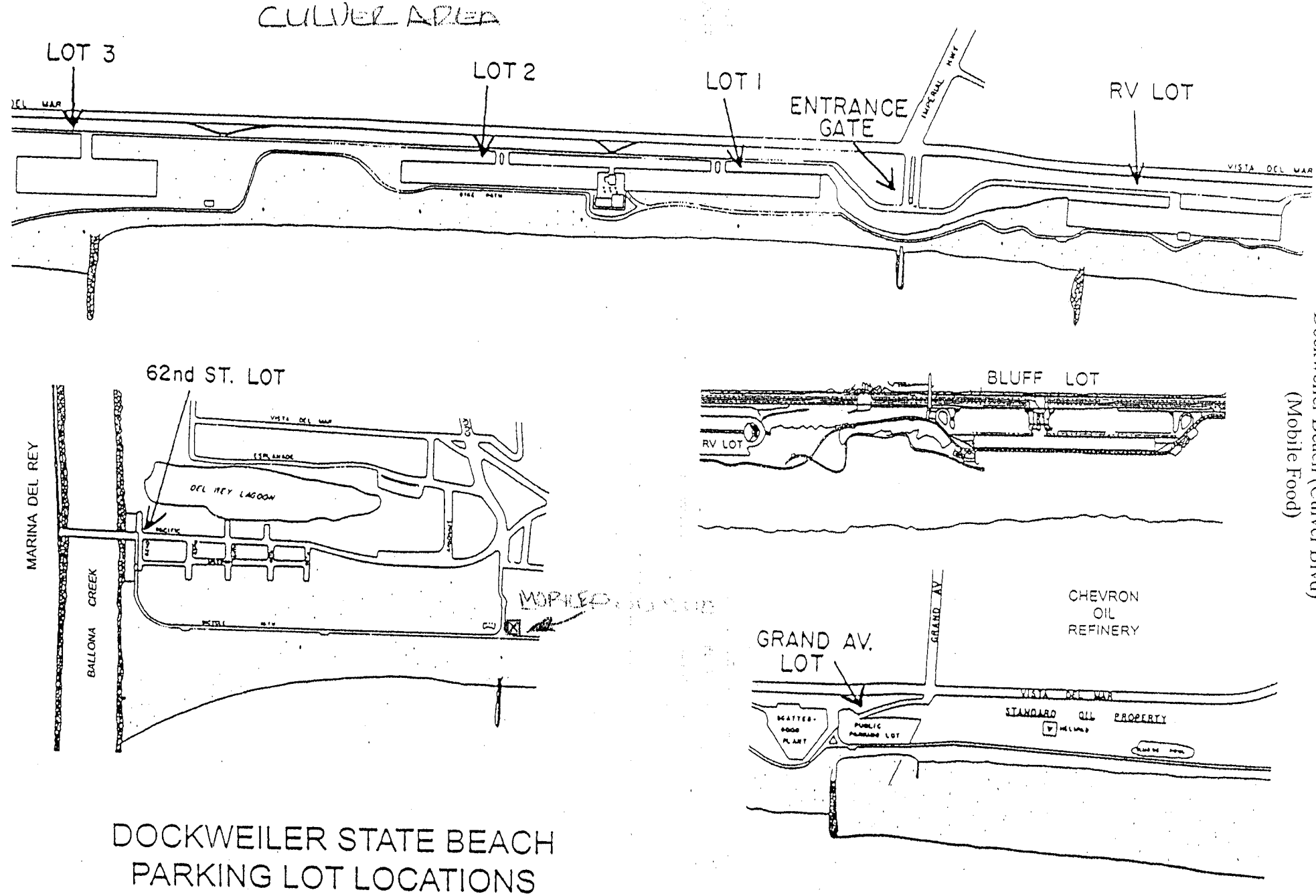




REGULAR SPACES	49
DISABLED	1
TOTAL	50

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 5 / 2002 by CLS

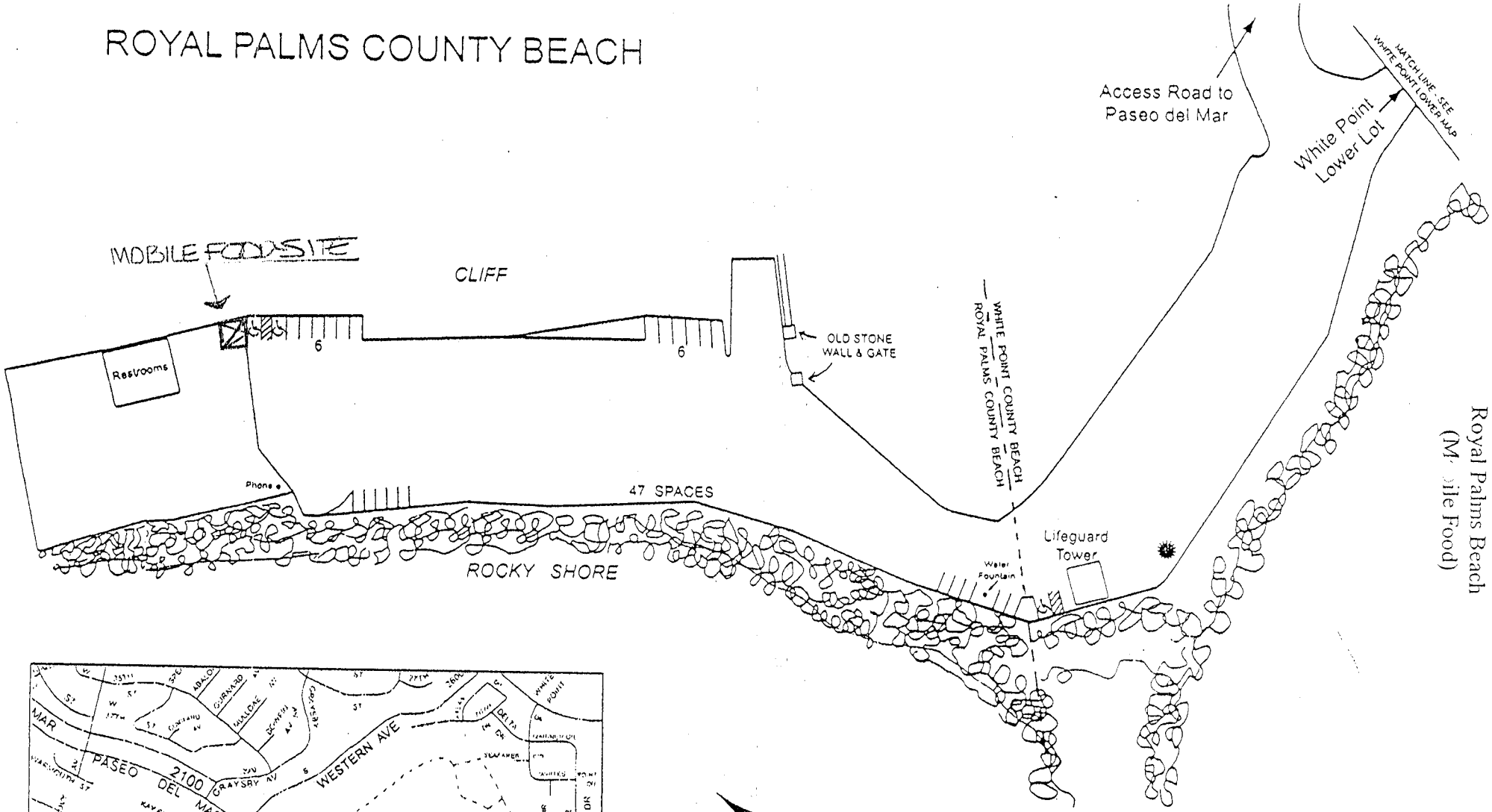
Exhibit "A – 3"
Dockweiler Beach (Pacific Ave at 62nd)
(Mobile Food)

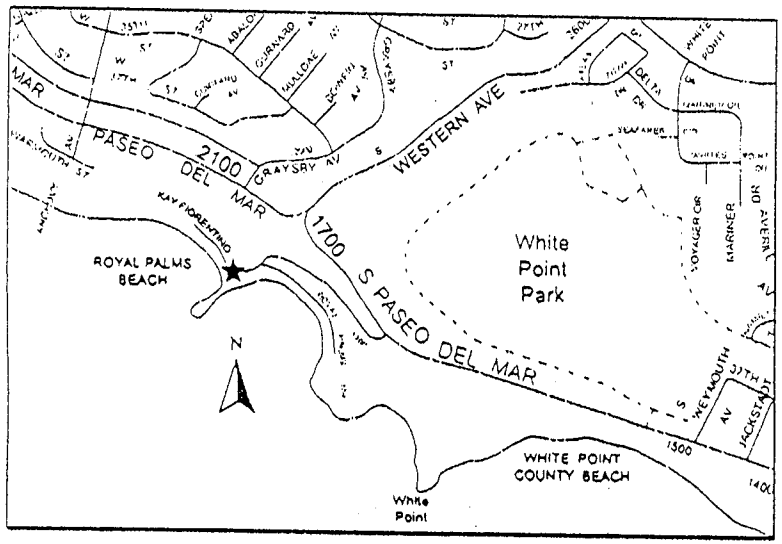


DOCKWEILER STATE BEACH
PARKING LOT LOCATIONS

Exhibit "A – 4"
Dockweiler Beach (Culver Blvd)
(Mobile Food)

ROYAL PALMS COUNTY BEACH





Pay and Display Machine

REGULAR SPACES	59
DISABLED	3
TOTAL	62

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 8 / 2002 by CLS

Exhibit "A – 5"
Royal Palms Beach
(Mobile Food)

ZUMA COUNTY BEACH
PARKING LOT LOCATION

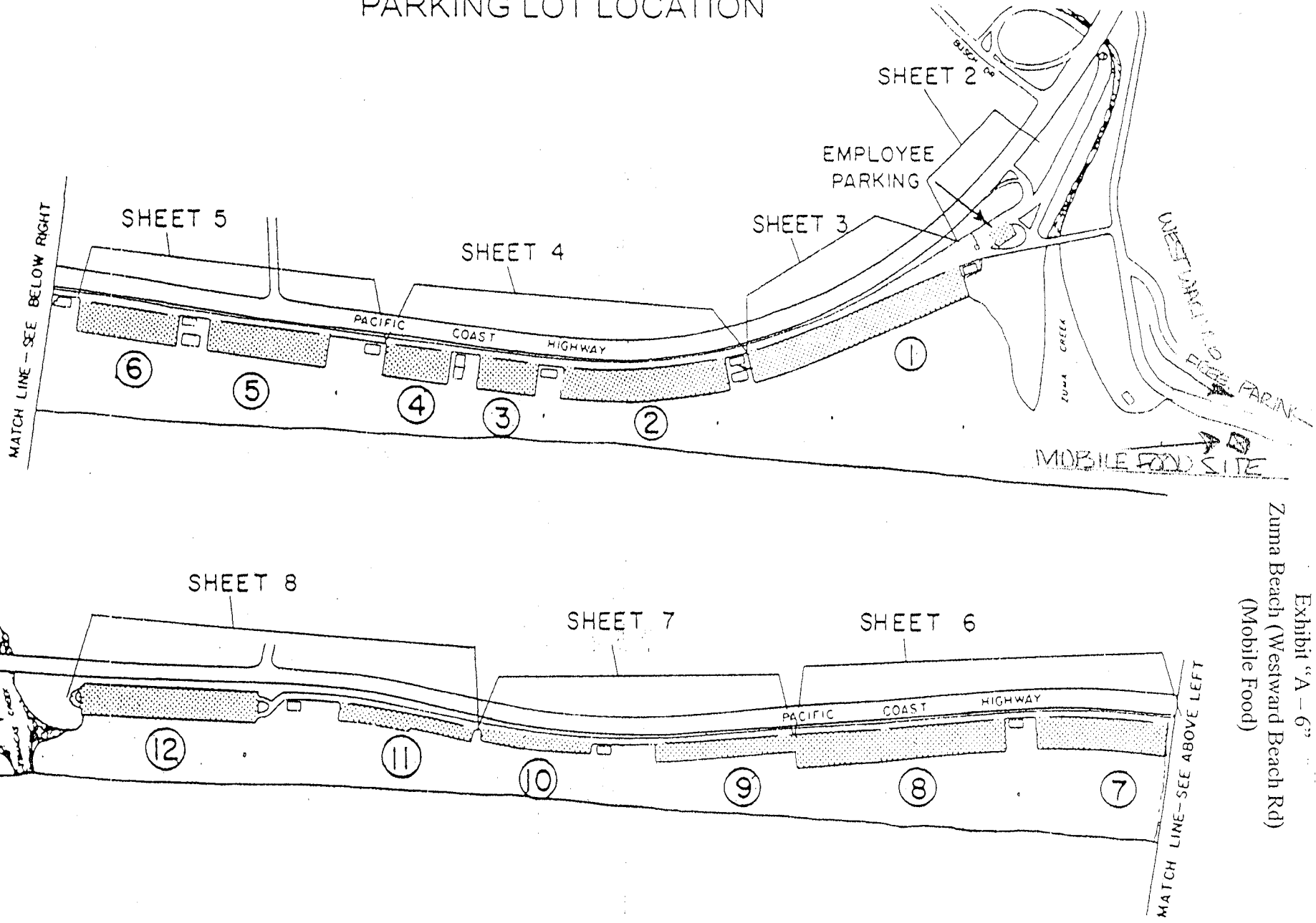
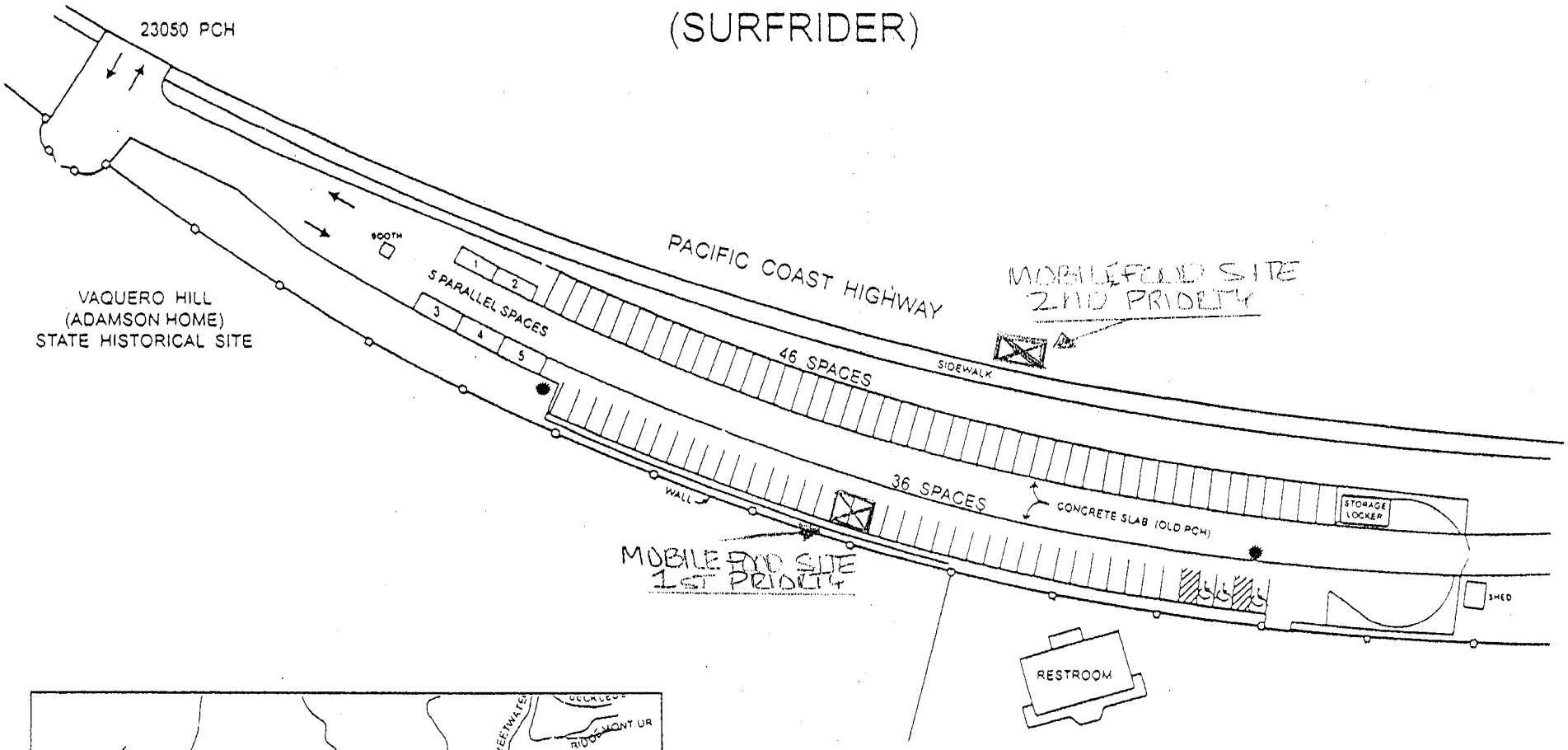
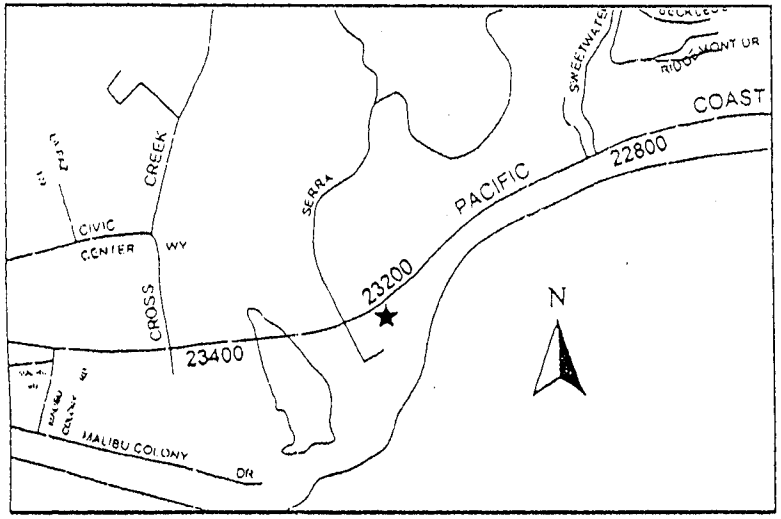


Exhibit "A – 6"
Zuma Beach (Westward Beach Rd)
(Mobile Food)

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 5 / 2002 by CLS

MALIBU LAGOON COUNTY BEACH
(SURFRIDER)





● Proposed Pay and Display Machine

REGULAR SPACES	87
DISABLED	3
TOTAL	90

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2002 by CLS

Exhibit "A – 7"
Malibu Surf Rider
(Mobile Food)

NORTH JETTY LOT (Parcel A)

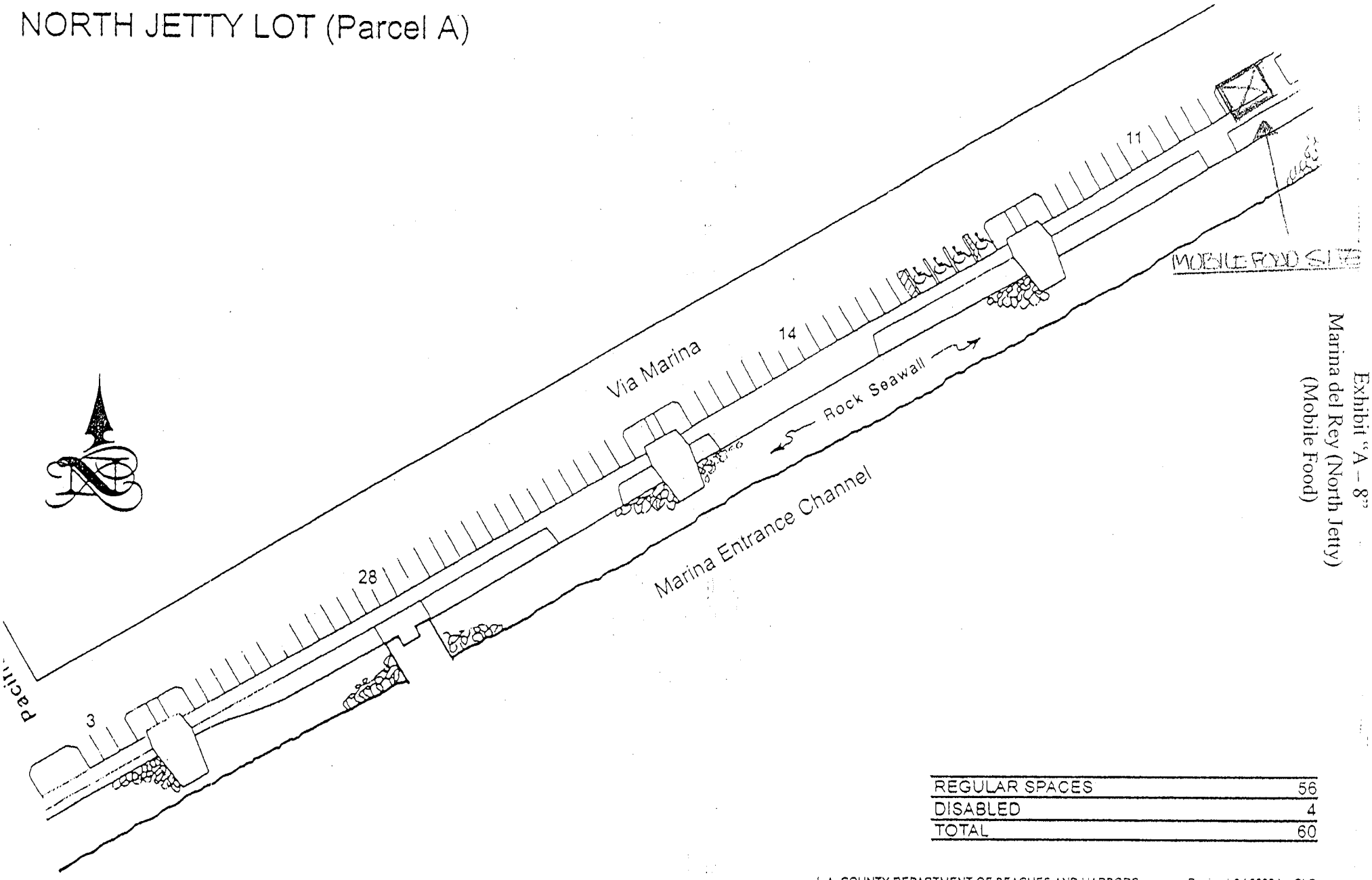


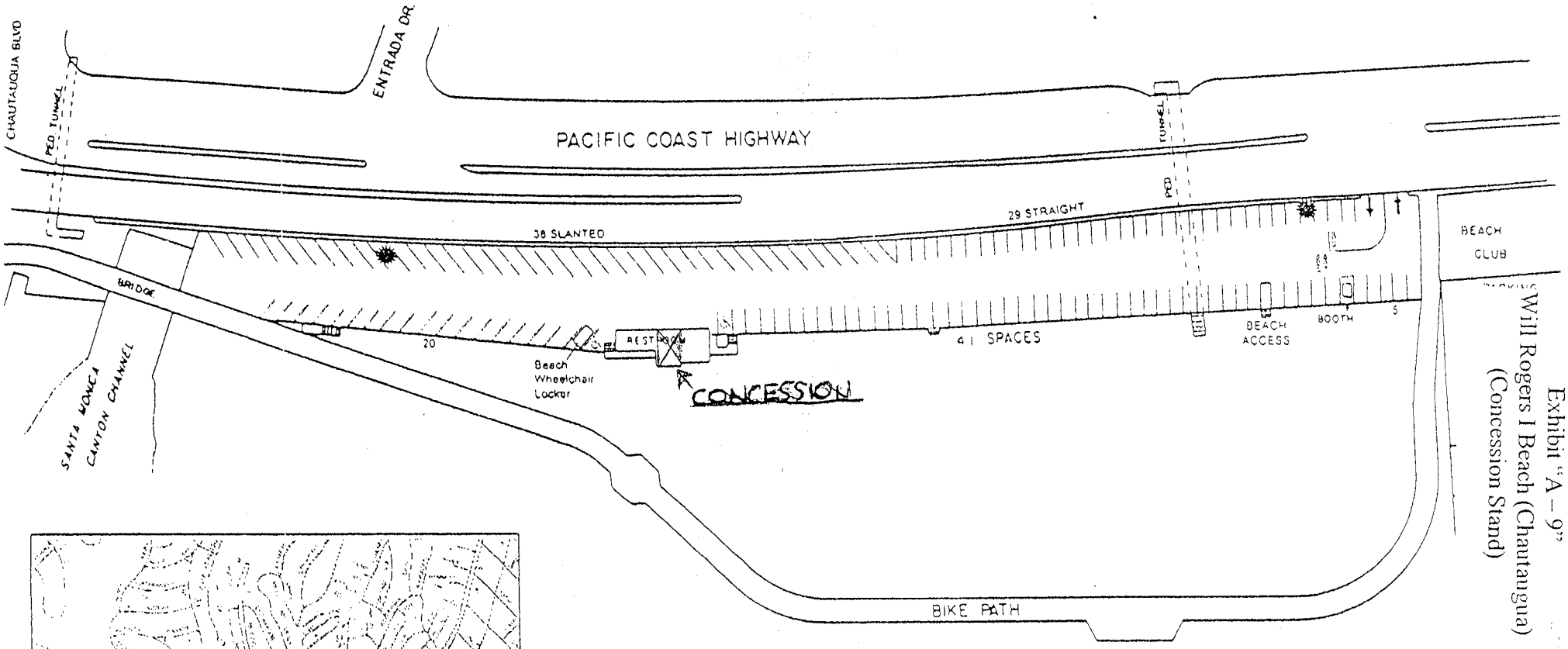
Exhibit "A – 8"
Marina del Rey (North Jetty)
(Mobile Food)

REGULAR SPACES	56
DISABLED	4
TOTAL	60

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 8 / 2002 by CLS

WILL ROGERS I BEACH
(CHAUTAUQUA BLVD)



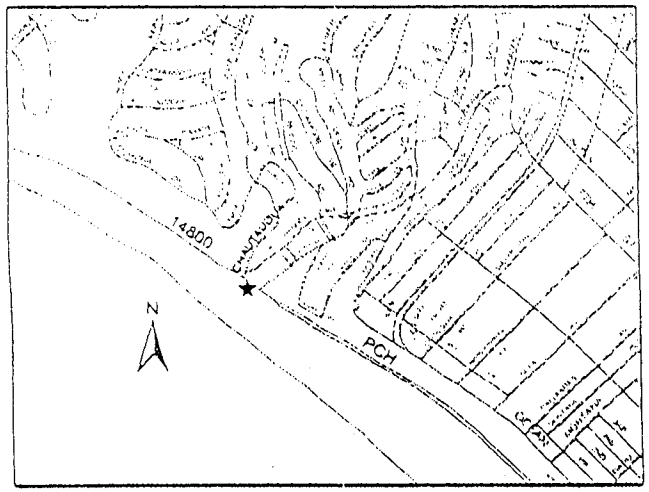


Exhibit "A – 9"
Will Rogers I Beach (Chautaugua)
(Concession Stand)

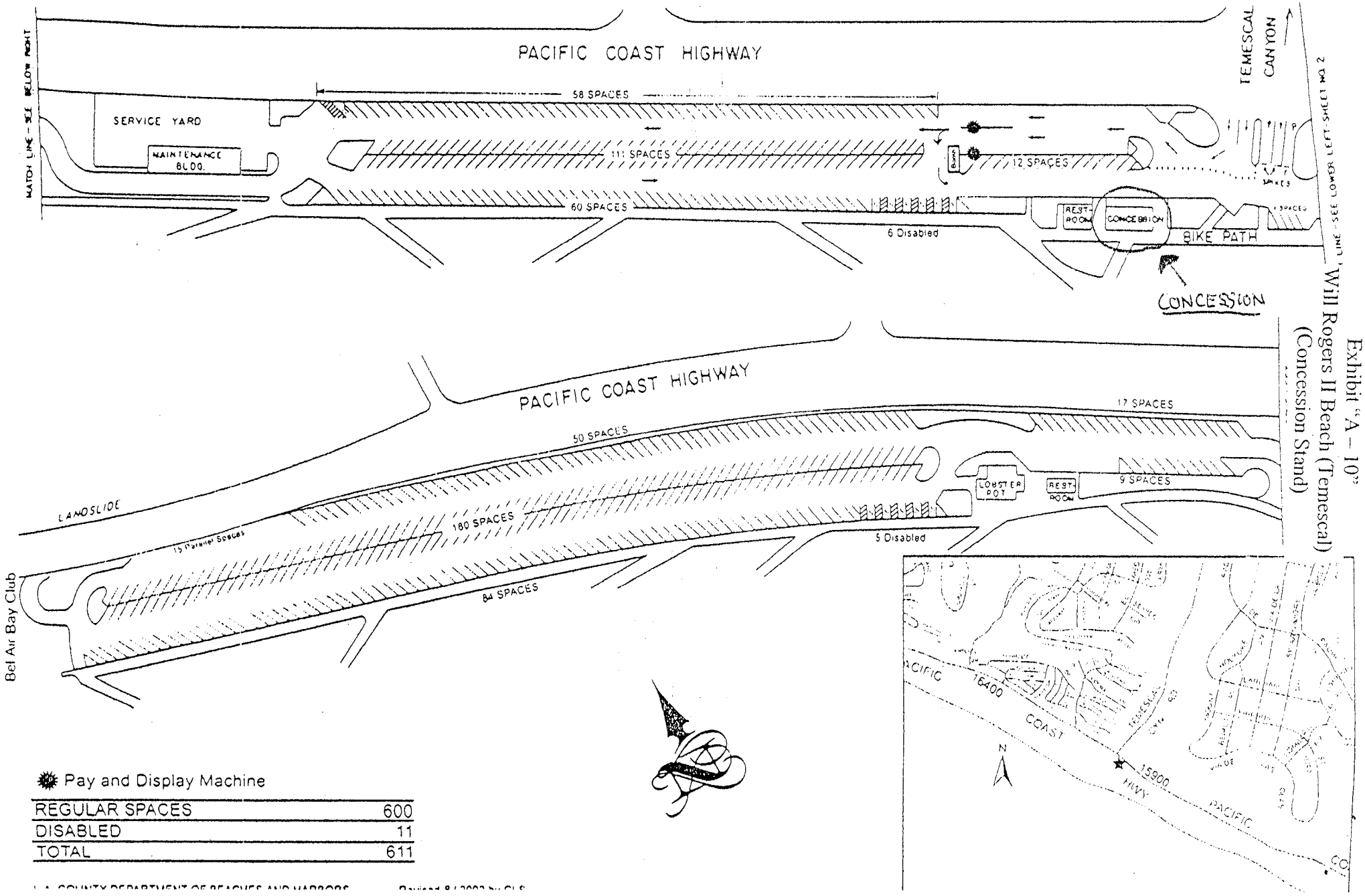
Pay and Display Machine

REGULAR SPACES	133
DISABLED	2
TOTAL	135

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 8 / 2002 by CLS

WILL ROGERS II BEACH
(TEMESCAL CANYON)



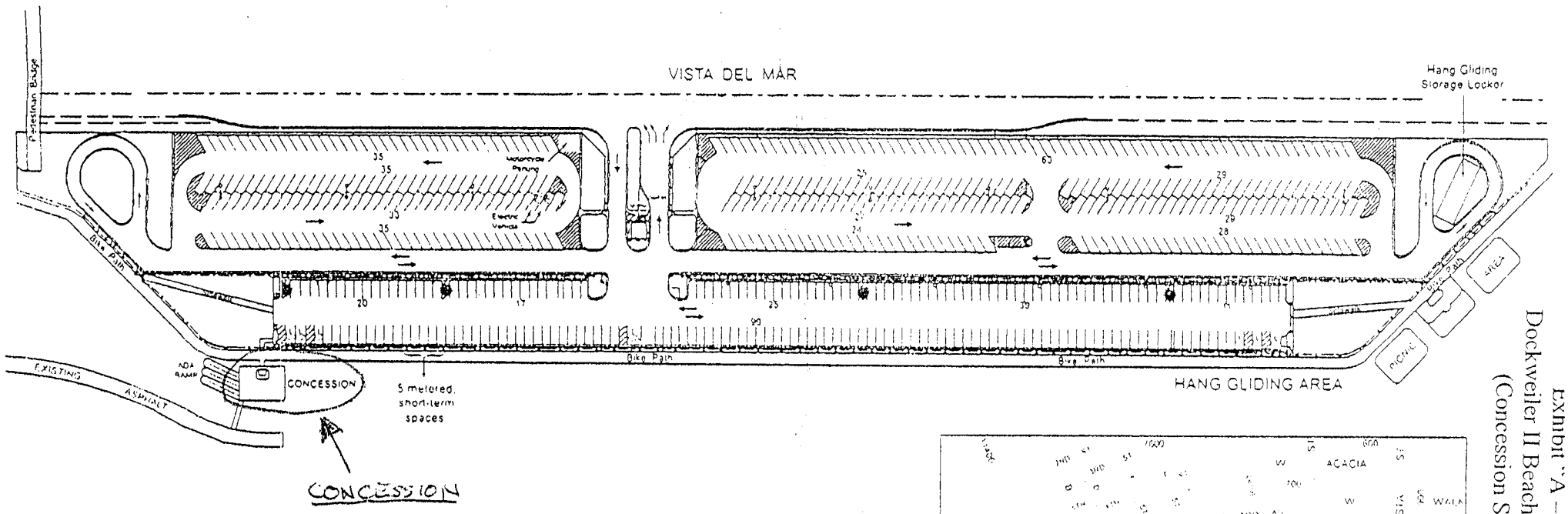
Pay and Display Machine

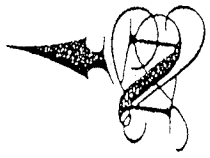
REGULAR SPACES	600
DISABLED	11
TOTAL	611

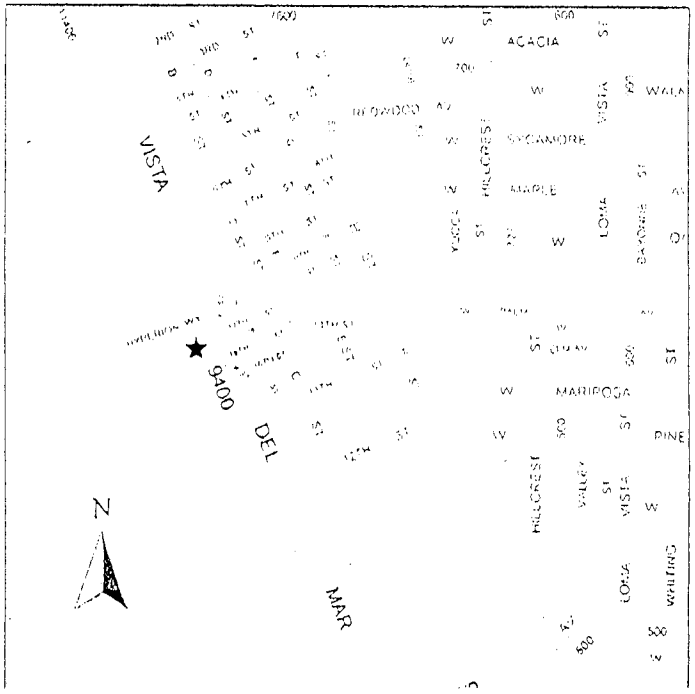
L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 8/2002 by CLS

Exhibit "A – 10"
Will Rogers II Beach (Temescal)
(Concession Stand)

DOCKWEILER II BEACH
(HYPERION)







✹ Pay and Display Machine

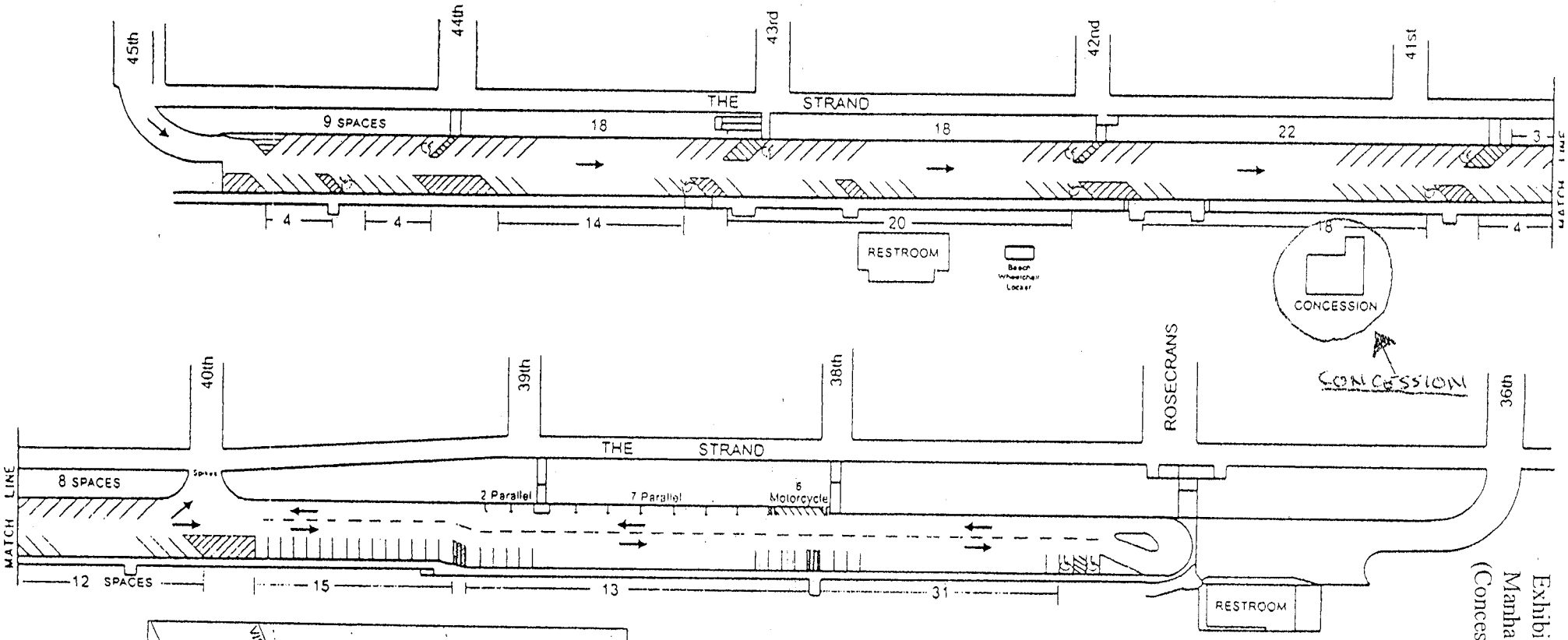
REGULAR SPACES	574
DISABLED	7
ELECTRIC VEHICLE (E)	2
TOTAL	583

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 7/2002 by CLS

Exhibit "A – 11"
Dockweiler II Beach (Hyperion)
(Concession Stand)

MANHATTAN BEACH
EL PORTO PARKING LOT*

*Not operated by Los Angeles County



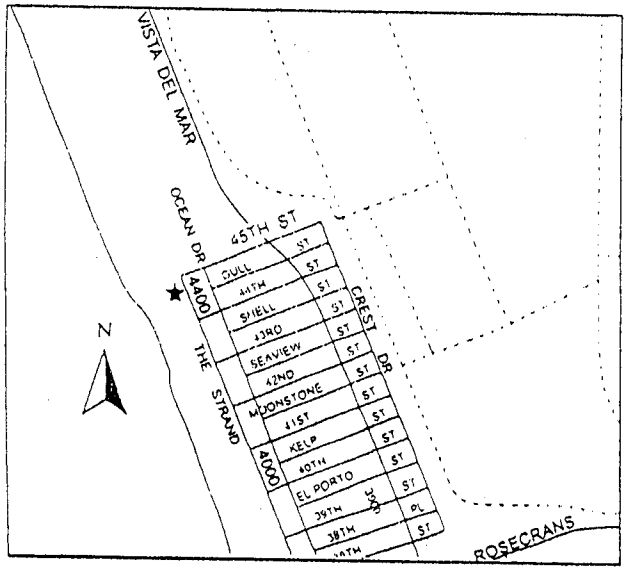


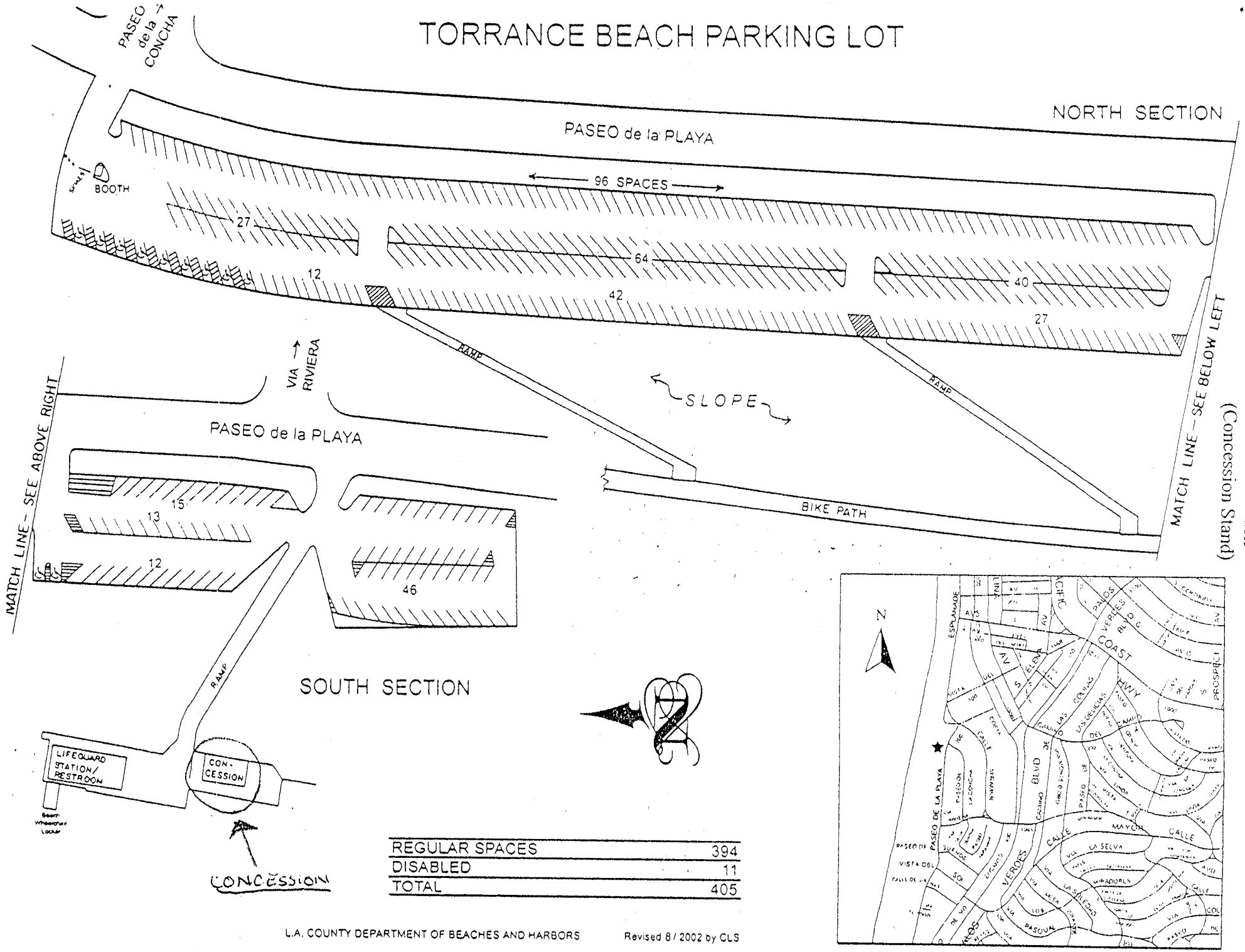
Exhibit "A – 12"
Manhattan Beach
(Concession Stand)

REGULAR SPACES	222
DISABLED	10
MOTORCYCLE	6
TOTAL	238

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2002 by CLS

TORRANCE BEACH PARKING LOT



REGULAR SPACES	394
DISABLED	11
TOTAL	405

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 8/2002 by CLS

Exhibit "A – 13"
Torrance Beach
(Concession Stand)

ZUMA I BEACH

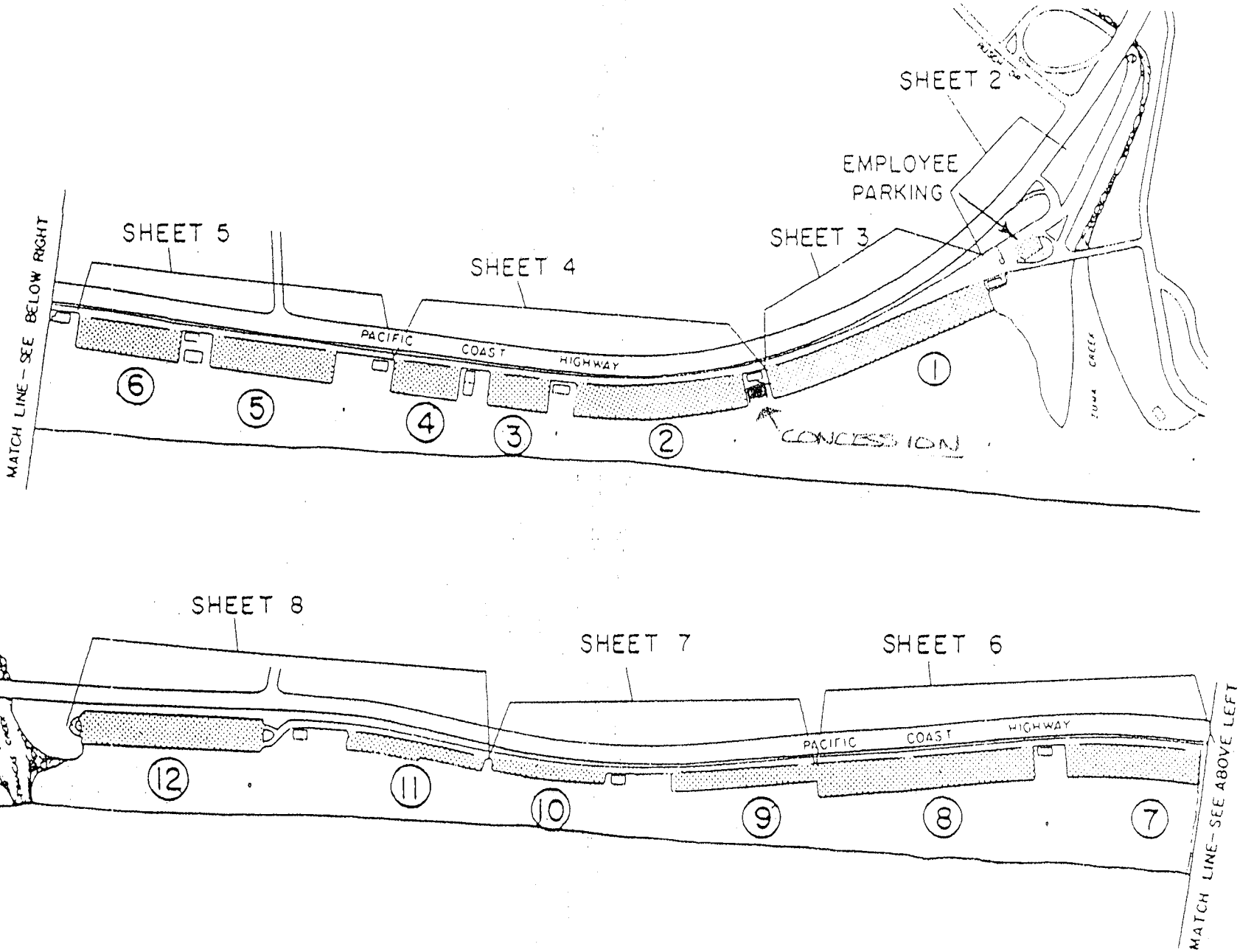


Exhibit "A – 14"
Zuma I Beach
(Concession Stand)

ZUMA II BEACH

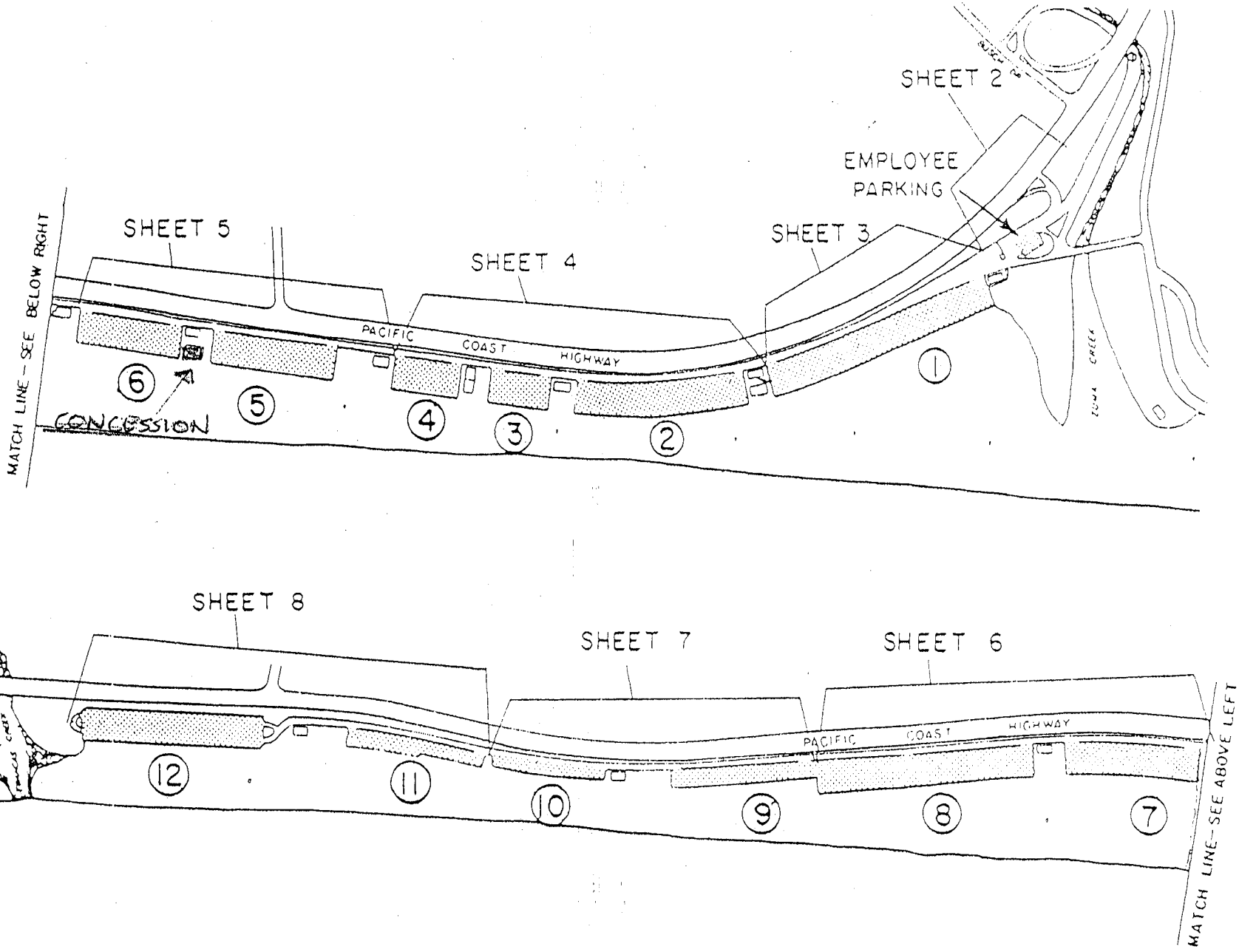
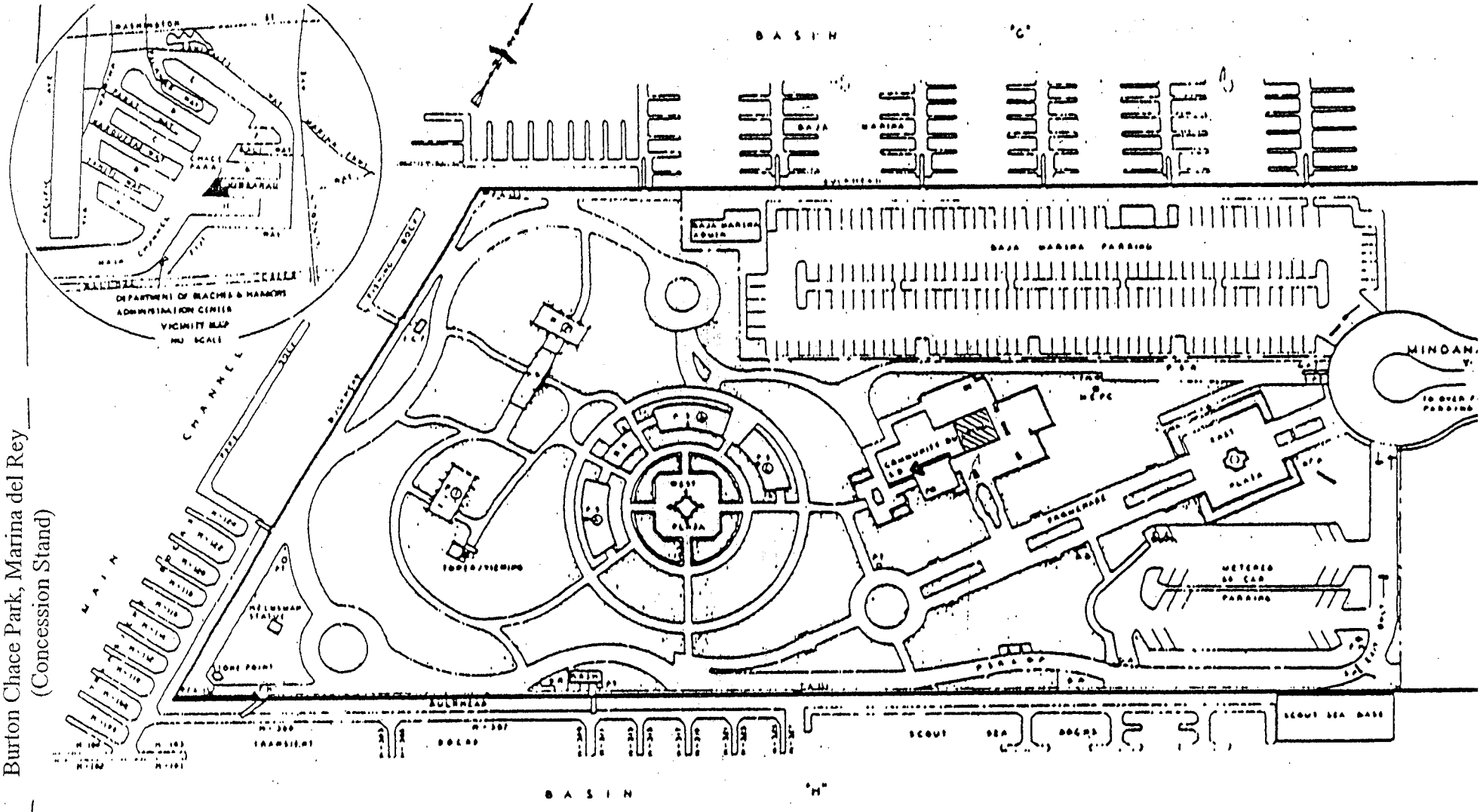


Exhibit "A – 15"
Zuma II Beach
(Concession Stand)

Exhibit "A – 16"
Burton Chace Park, Marina del Rey
(Concession Stand)



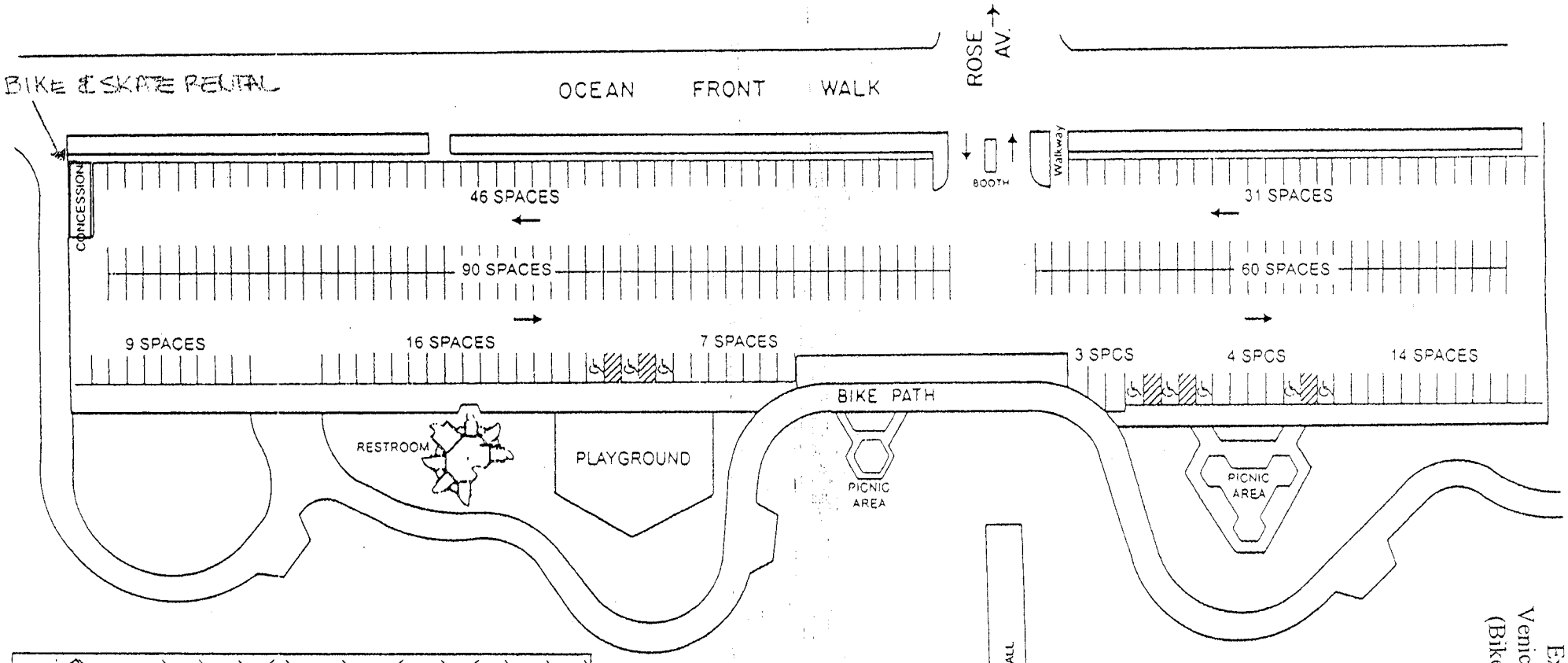
MARINA DEL REY
BURTON W. CHACE PARK
SCALE

LEGEND

F. A	FIRE ALARM BOX	D R	DOG RUN
F H	FIRE HYDRANT	PSR/BP	PARK SERVICE ROAD & BIKE PATH
R. R.	REST ROOMS	PSR	PARK SERVICE ROAD
R. R-SH	REST ROOMS W/SHOWER (GUEST DOCK)	B B	BULLETIN BOARD
P. O	PARK OFFICE	P B	PEDESTRIAN BRIDGE
S B	SNACK BAR	F. P	FLAG POLE
G A	GATE ARM	⊙	POWER OUTLET
P. S	PICNIC SHELTER	H-303	TRANSIENT SLIP NUMBER
P	PERGOLA	B R	BIKE RACK
F C F	FISH CLEANING FACILITY	S P	SPIKE UNIT
P T	PUBLIC TELEPHONE	M E P C	MAIN ELECTRIC PANEL CABINET

FOR "RESERVATIONS" INFORMATION, CONTACT DEPARTMENT OF BEACHES & HARBORS

VENICE CITY BEACH
ROSE AVENUE PARKING LOT



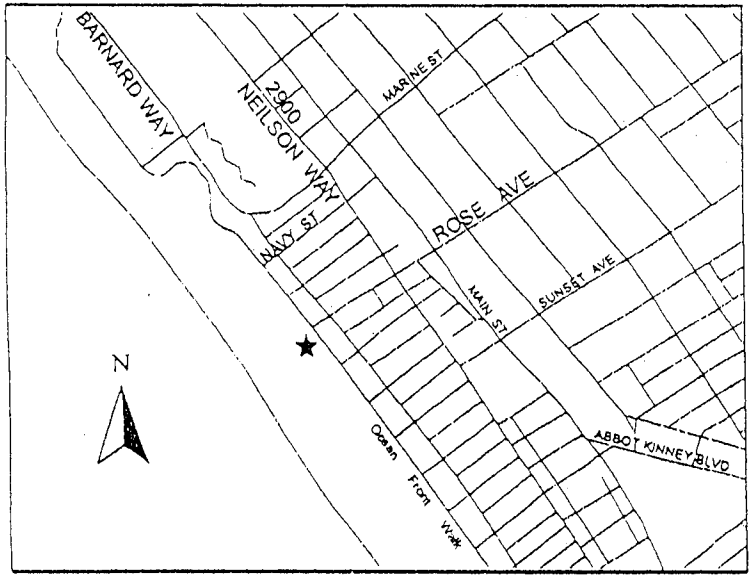


Exhibit "A – 17A"
Venice Beach (Rose Ave.)
(Bike and Skate Rentals)

REGULAR SPACES	280
DISABLED	8
TOTAL	288

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2002 by CLS

VENICE CITY BEACH
VENICE AVENUE PARKING LOT

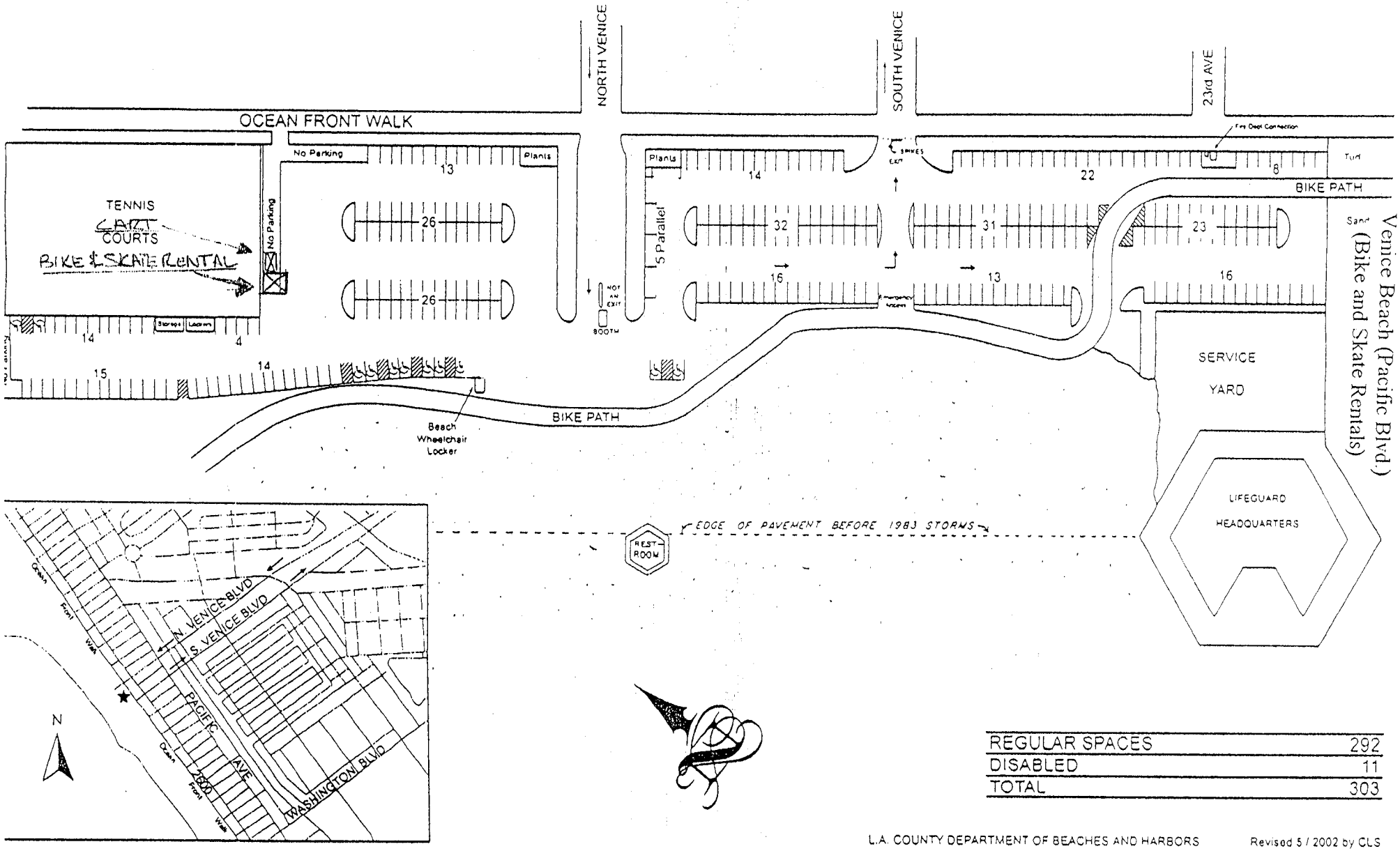


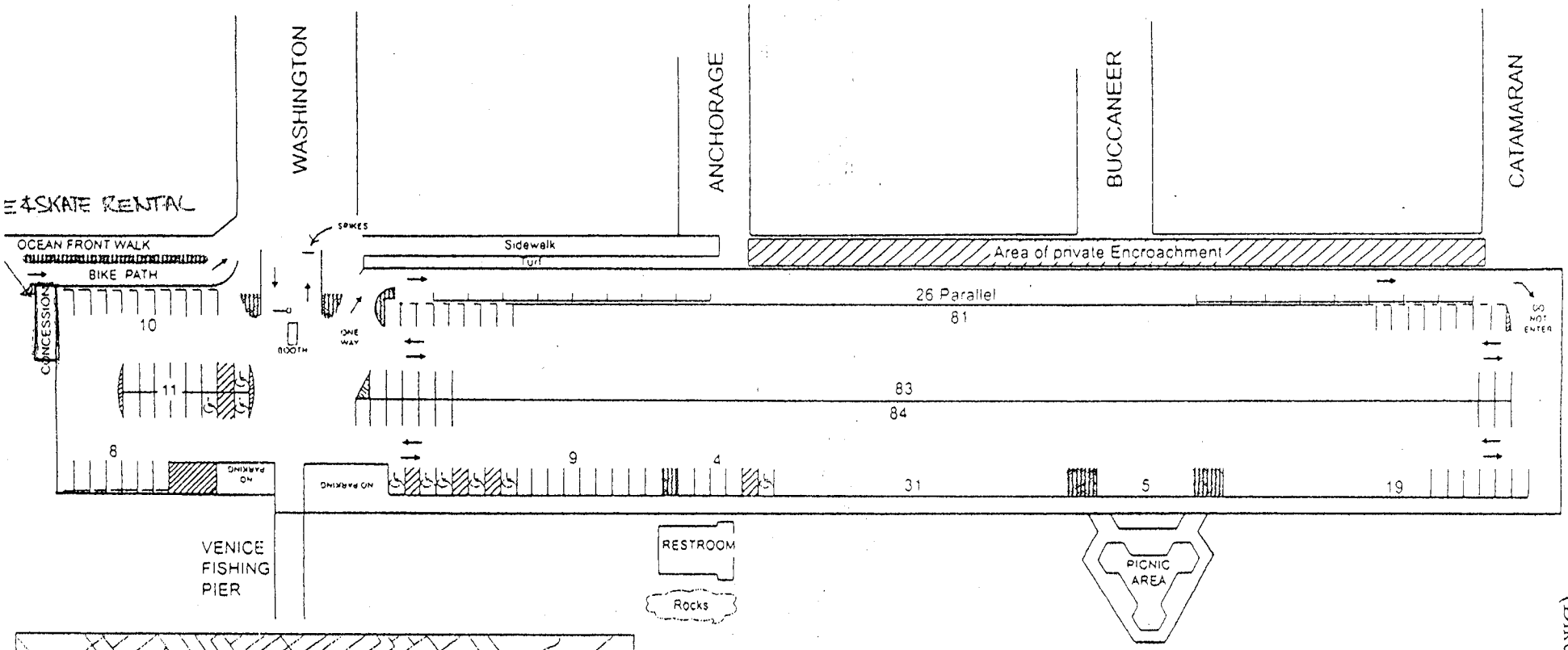
Exhibit "A – 17B"
Venice Beach (Pacific Blvd.)
(Bike and Skate Rentals)

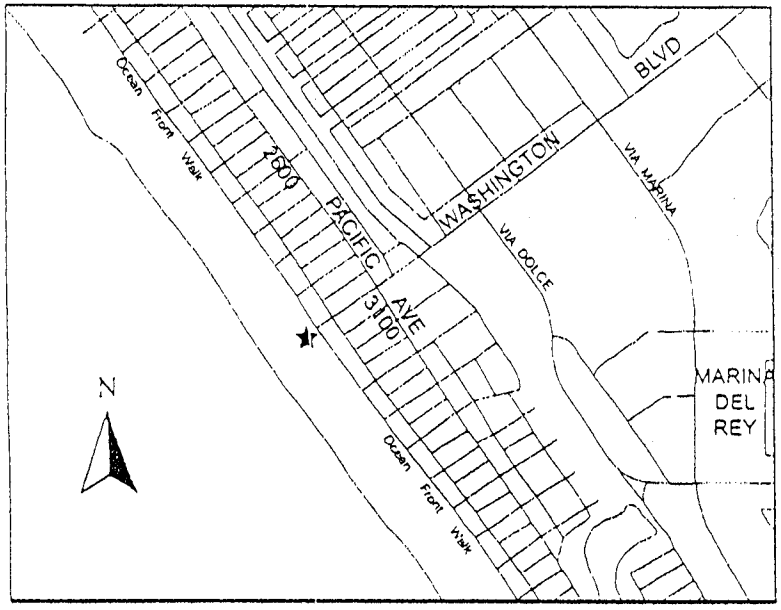
REGULAR SPACES	292
DISABLED	11
TOTAL	303

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2002 by CLS

WASHINGTON STREET PARKING LOT





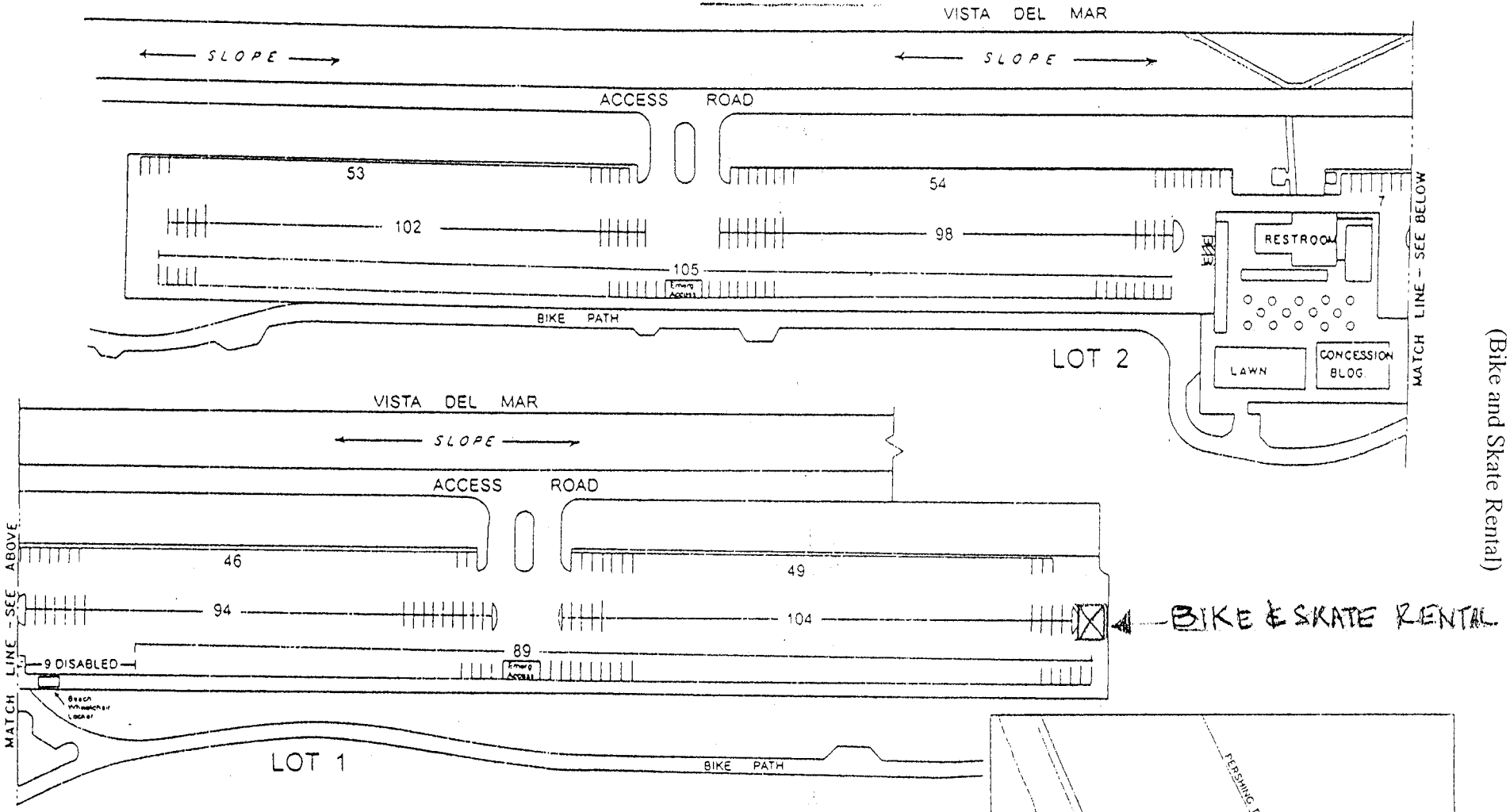
REGULAR SPACES	371
DISABLED	9
TOTAL	380

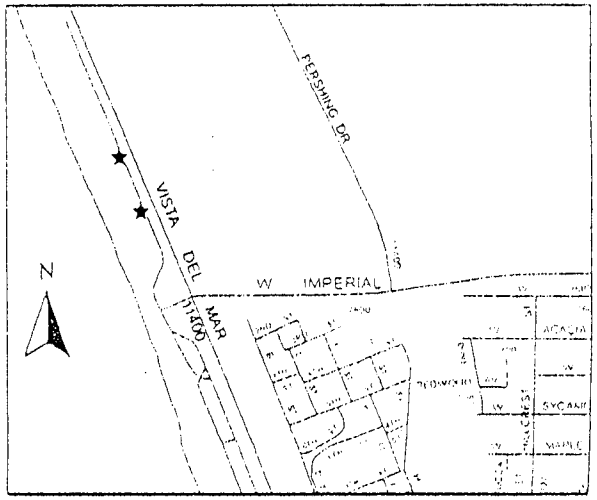
L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2002 by CLS

Exhibit "A – 17C"
Venice Beach (Washington St.)
(Bike and Skate Rentals)

PARKING LOTS #1, 2 "KILGORE"



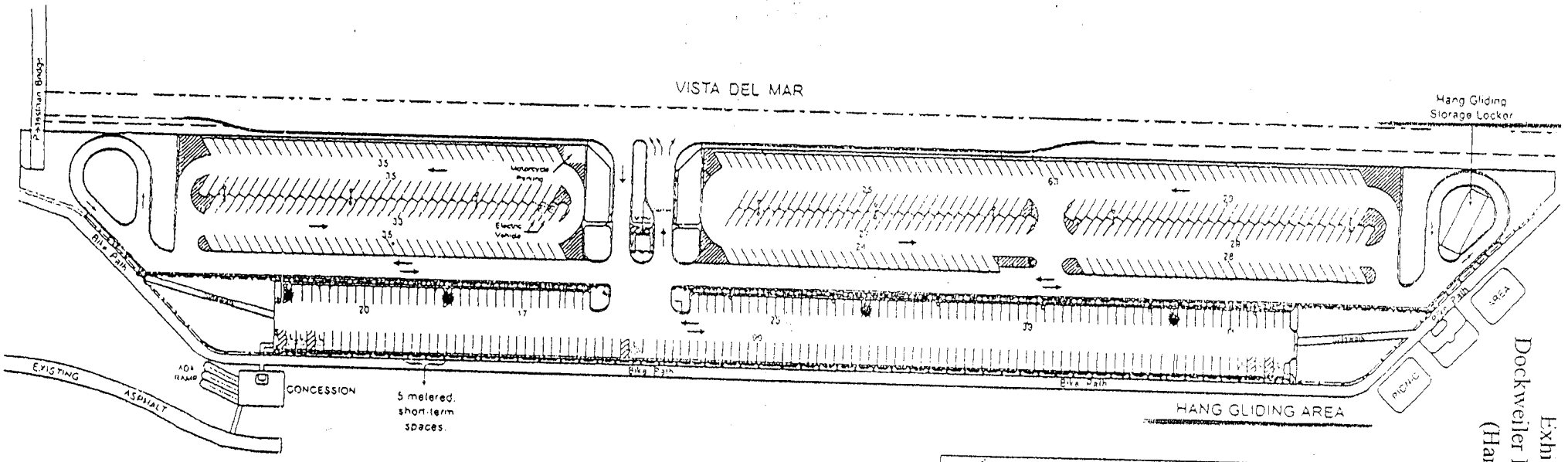


REGULAR SPACES	801
DISABLED	9
ELECTRIC VEHICLE (E)	2
TOTAL	812

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 5 / 2002 by CLS

Exhibit "A – 18"
Dockweiler I Beach
(Bike and Skate Rental)

DOCKWEILER II BEACH
(HYPERION)



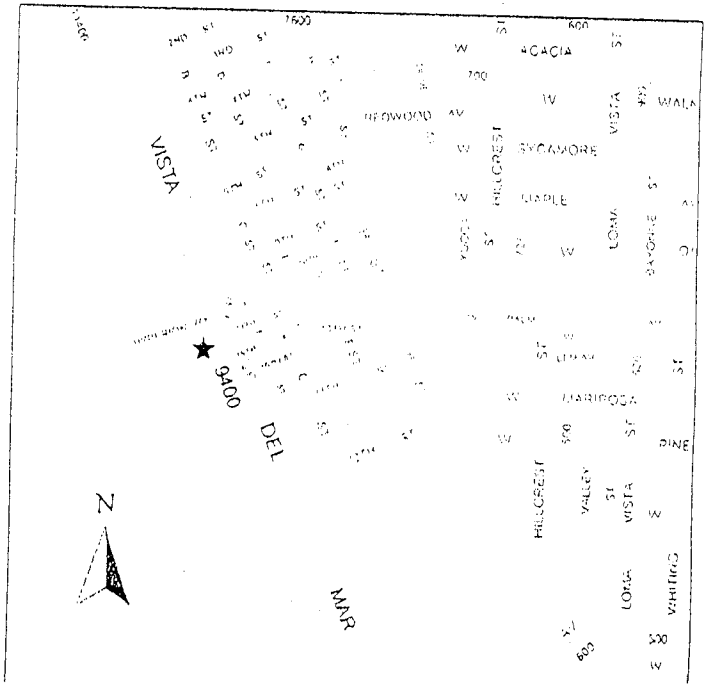


Exhibit "A – 19"
Dockweiler II Beach (Hyperion)
(Hang Gliding)

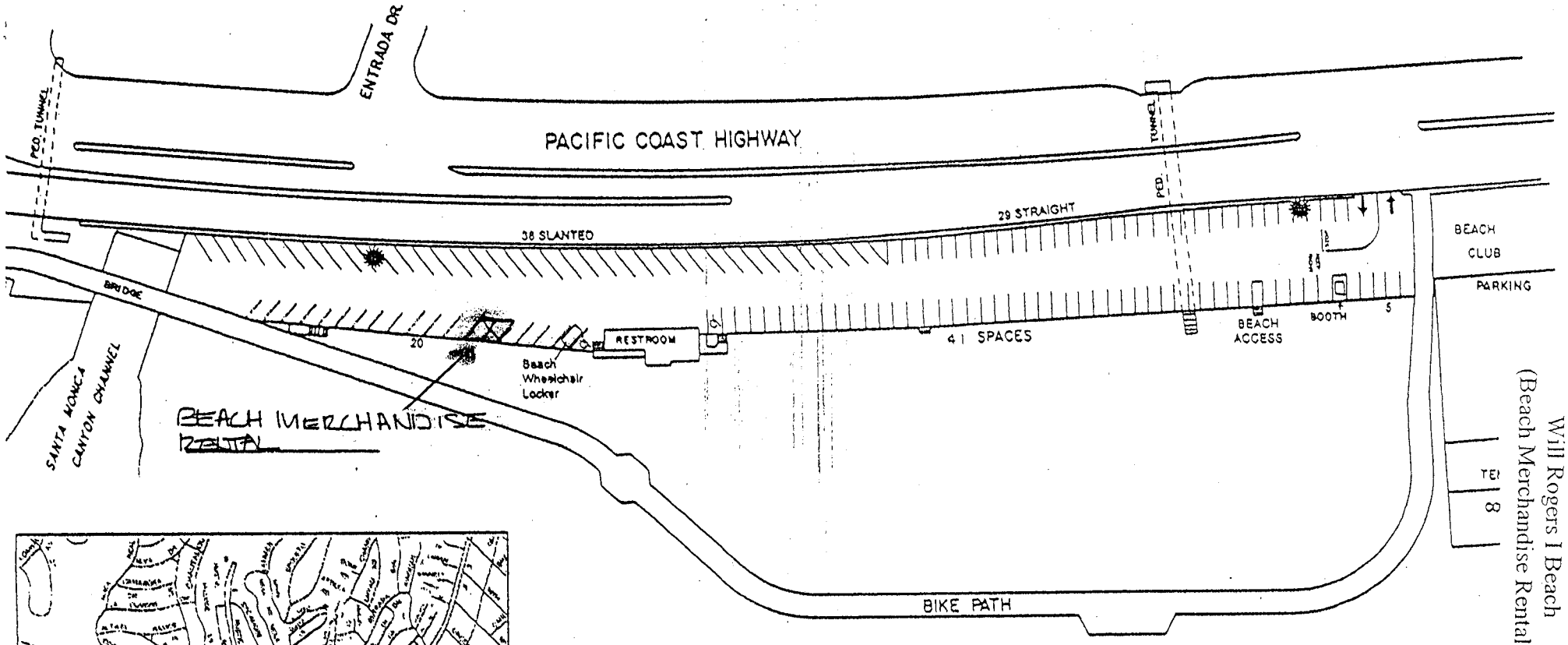
✹ Pay and Display Machine

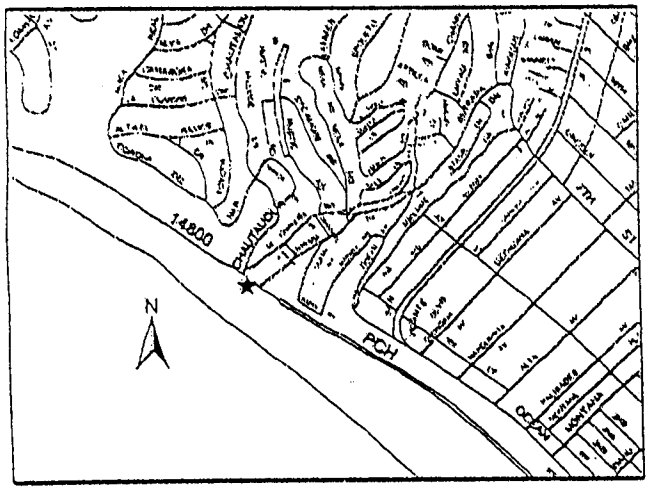
REGULAR SPACES	574
DISABLED	7
ELECTRIC VEHICLE (E)	2
TOTAL	583

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 7 / 2002 by CLS

WILL ROGERS STATE BEACH
PARKING LOT #1 - CHAUTAUQUA BLVD





Pay and Display Machine

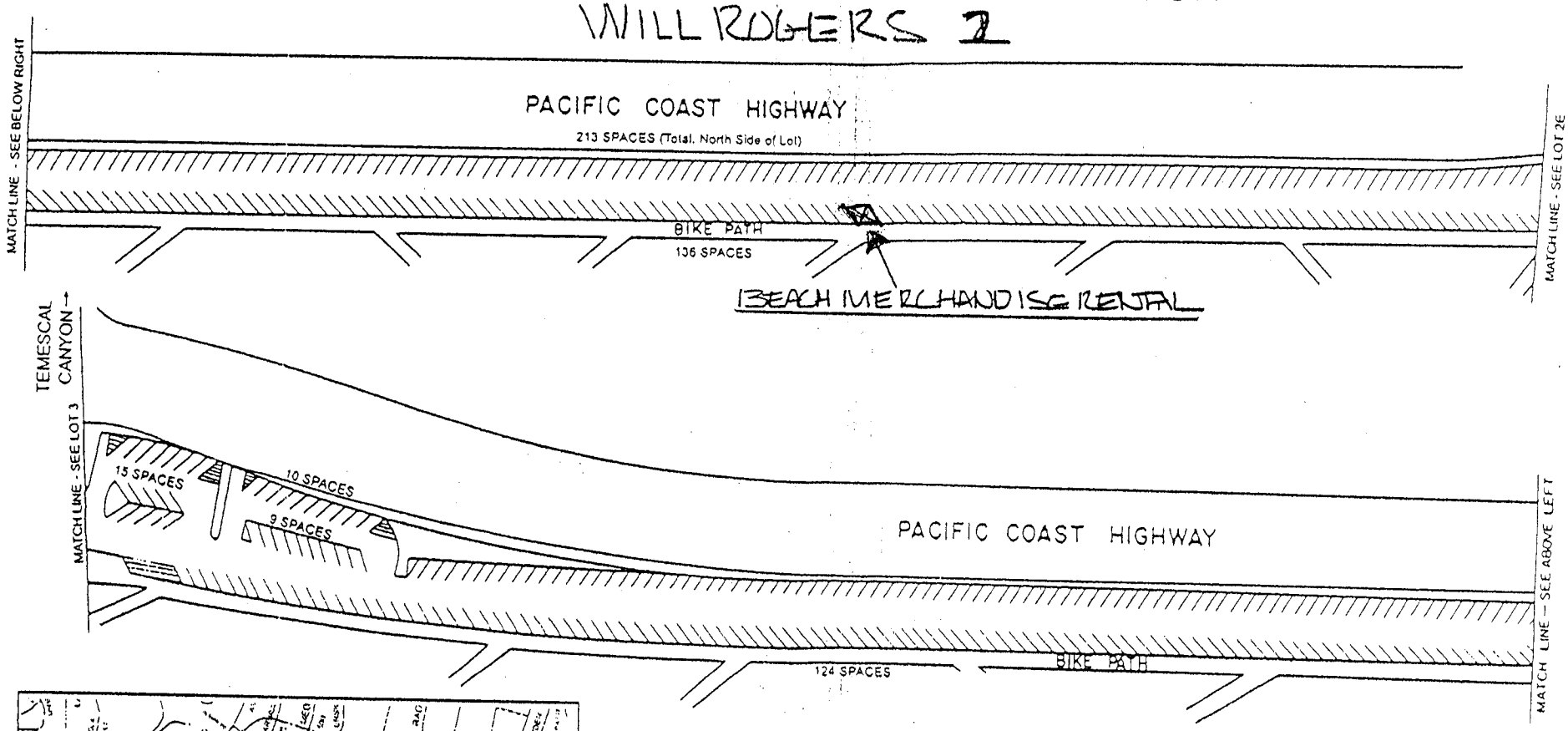
REGULAR SPACES	133
DISABLED	2
TOTAL	135

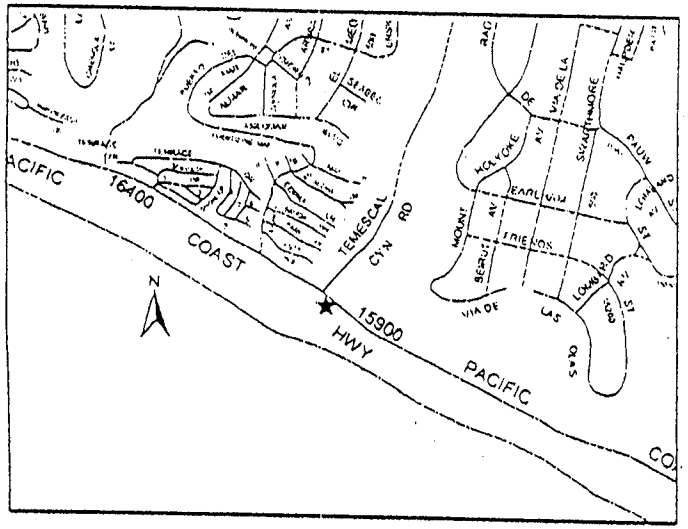
L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 8 / 2002 by CLS

Exhibit "A – 20"
Will Rogers I Beach
(Beach Merchandise Rentals)

WILL ROGERS STATE BEACH
PARKING LOT #2W - TEMESCAL CANYON
WILL ROGERS 2





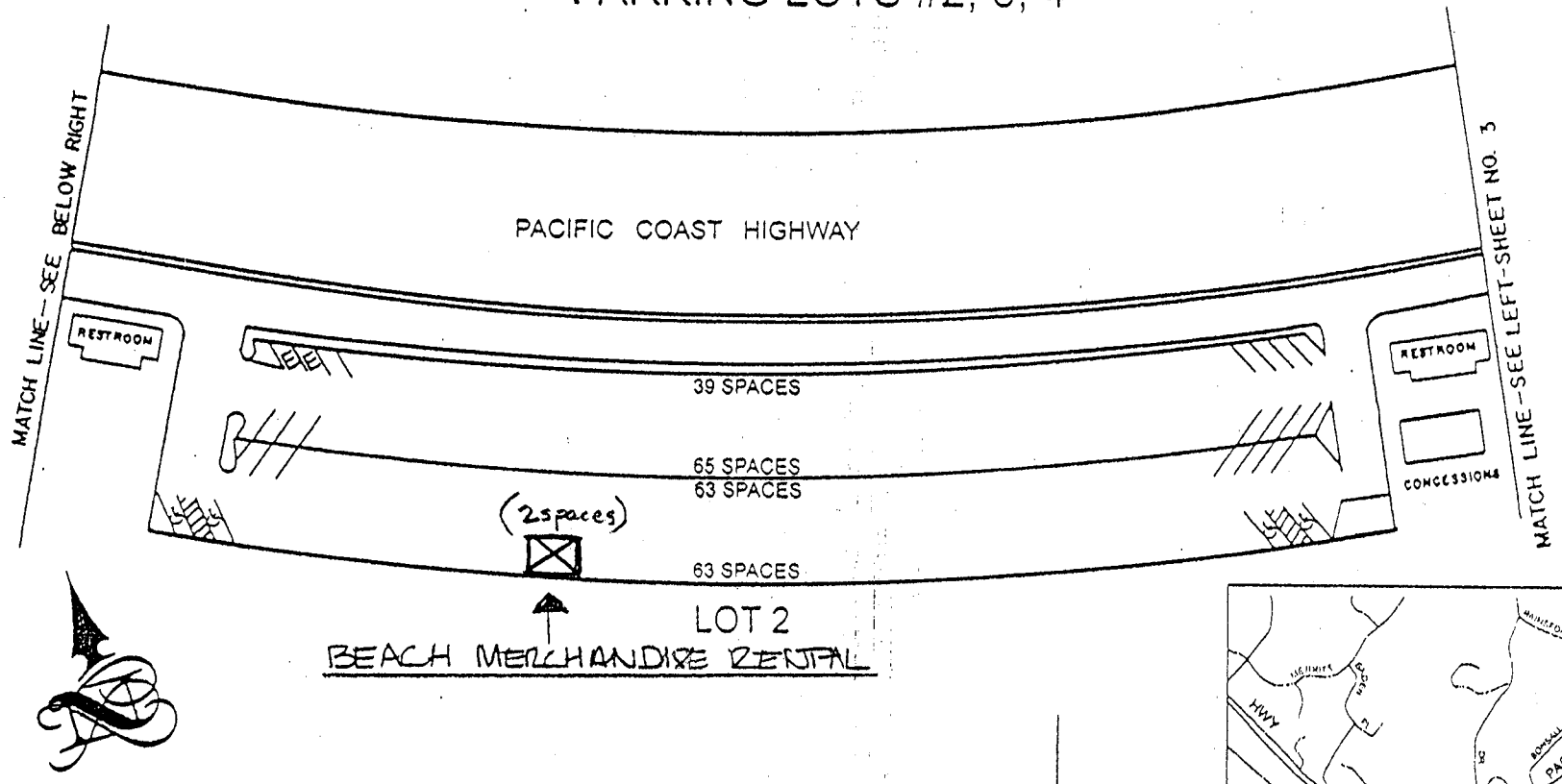
REGULAR SPACES	507
DISABLED	0
TOTAL	507

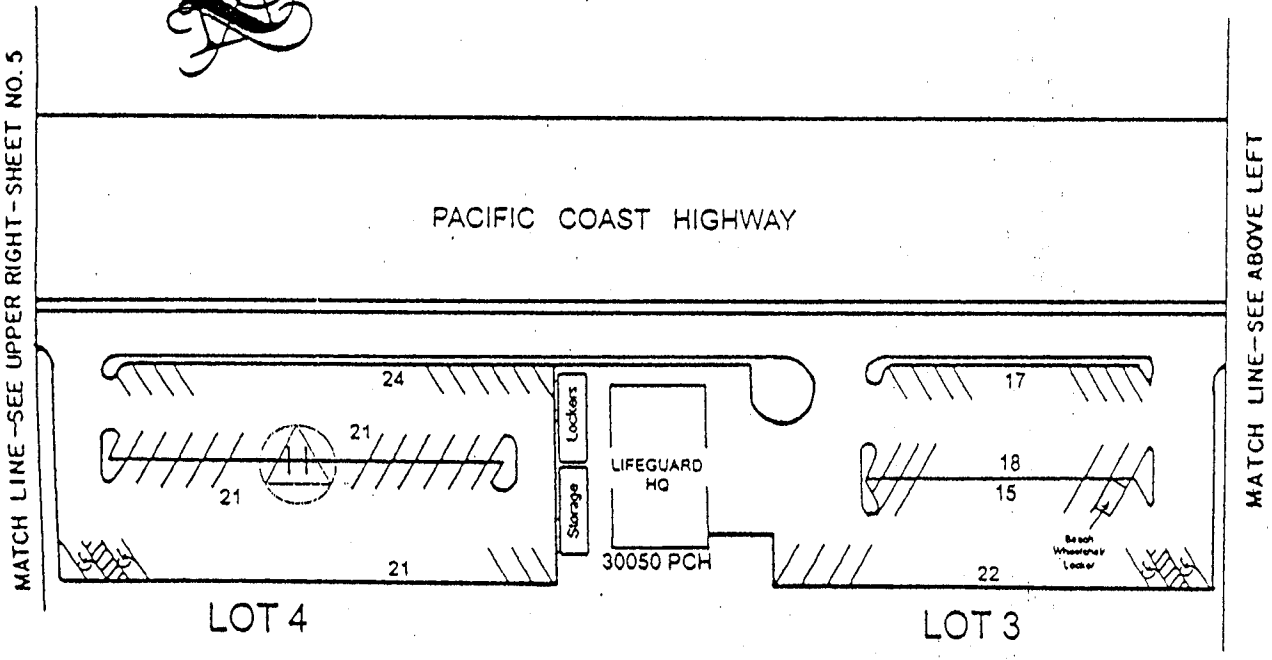
L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2002 by CLS

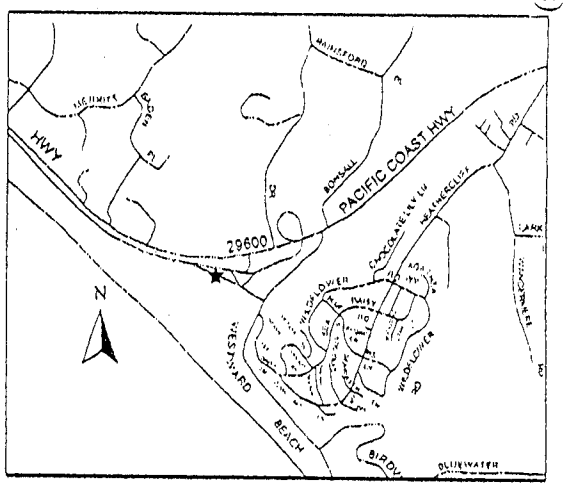
EXHIBIT A-21
Will Rogers II Beach
(Beach Merchandise Rentals)

ZUMA COUNTY BEACH
PARKING LOTS #2, 3, 4





Zuma I Beach
(Beach Merchandise Rentals)



SHEET 4 of 8

REGULAR SPACES	389
DISABLED	8
ELECTRIC VEHICLE (E)	2
TOTAL	399

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS
Revised 5 / 2002 by CLS

EXHIBIT "B1" – License No._____

COUNTY OWNED TRADE FIXTURES
WILL ROGERS I (Chautauqua)

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

X Automatic Coffee Maker (Serial No. _____)

☐ Bullet Proof Glass Windows (Serial No. _____)

☐ Char-Broiler (Serial No. _____)

X Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____
_____)

☐ Counters (Serial No. _____)

X Deep Fryer (Serial No. _____)

☐ Electrical Panels (Serial No. _____)

X Entrance Security Doors (Serial No. _____)

X Formica and/or Stainless Steel Service Counters (Serial No. _____
_____)

X Fryer (Serial No. _____)

X Freezer (Serial No. _____)

X Grill (Serial No. _____)

X Hand Sink without Faucet (Serial No. _____)

X Ice Bin (Serial No. _____)

X Ice Cream Freezer (Serial No. _____)

☐ Ice Cube Dispenser (Serial No. _____)

X Lighting Fixtures (Serial No. _____)

☐ Menu Signs (Serial No. _____)

☐ Oven Range (Serial No. _____)

X Refrigerator (Serial No. _____)

☐ Salad Top Refrigerator (Serial No. _____)

☐ Shutters (Serial No. _____)

X Soda Dispenser (Serial No. _____)

☐ Soft Service Ice Cream Machine (Serial No. _____)

X Stainless Steel Sink (Serial No. _____)

X Stainless Roll-Up Counter Service Door (Serial No. _____)

X Water Heaters (Serial No. _____)

X 2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No. _____

_____)

☐ 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

_____

_____

_____

_____

LICENSEE

By: _____

Date: _____

EXHIBIT "B2" – License No._____

COUNTY OWNED TRADE FIXTURES
WILL ROGERS II BEACH (Temescal)

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

☐ Automatic Coffee Maker (Serial No. _____)

☐ Glass Windows (Serial No. _____)

☐ Char-Broiler (Serial No. _____)

X Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)

☐ Counters (Serial No. _____)

☐ Deep Fryer (Serial No. _____)

☐ Electrical Panels (Serial No. _____)

☐ Entrance Security Doors (Serial No. _____)

X Formica and/or Stainless Steel Service Counters (Serial No. _____)

☐ Fryer (Serial No. _____)

☐ Freezer (Serial No. _____)

☐ Grill (Serial No. _____)

☐ Hand Sink without Faucet (Serial No. _____)

☐ Ice Bin (Serial No. _____)

☐ Ice Cream Freezer (Serial No. _____)

☐ Ice Cube Dispenser (Serial No. _____)

☐ Lighting Fixtures (Serial No. _____)

☐ Menu Signs (Serial No. _____)

☐ Oven Range (Serial No. _____)

☐ Refrigerator (Serial No. _____)

☐ Salad Top Refrigerator (Serial No. _____)

☐ Shutters (Serial No. _____)

☐ Soda Dispenser (Serial No. _____)

☐ Soft Service Ice Cream Machine (Serial No. _____)

☐ Stainless Steel Sink (Serial No. _____)

X Stainless Roll-Up Counter Service Door (Serial No. _____)

X Water Heaters (Serial No. _____)

☐ 2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No._____

_____)

☐ 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

_____

_____

_____

_____

LICENSEE

By: _____

Date: _____

EXHIBIT "B3" – License No._____

COUNTY OWNED TRADE FIXTURES
DOCKWEILER II BEACH (Hyperion)

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

☐ Automatic Coffee Maker (Serial No. _____)

X Glass Windows (Serial No. _____)

X Char-Broiler (Serial No. _____)

X Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)

X Counters (Serial No. _____)

X Deep Fryer (Serial No. _____)

X Electrical Panels (Serial No. _____)

X Entrance Security Doors (Serial No. _____)

X Formica and/or Stainless Steel Service Counters (Serial No. _____)

☐ Fryer (Serial No. _____)

X Freezer (Serial No. _____)

X Grill (Serial No. _____)

☐ Hand Sink without Faucet (Serial No. _____)

☐ Ice Bin (Serial No. _____)

☐ Ice Cream Freezer (Serial No. _____)

☐ Ice Cube Dispenser (Serial No. _____)

X Lighting Fixtures (Serial No. _____)

X Menu Signs (Serial No. _____)

☐ Oven Range (Serial No. _____)

X Refrigerator (Serial No. _____)

X Salad Top Refrigerator (Serial No. _____)

X Shutters (Serial No. _____)

☐ Soda Dispenser (Serial No. _____)

☐ Soft Service Ice Cream Machine (Serial No. _____)

X Stainless Steel Sink (Serial No. _____)

X Stainless Roll-Up Counter Service Door (Serial No. _____)

X Water Heaters (Serial No. _____)

X 2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No. ___)

☐ 12" Slicer (Serial No. _____)

SEE ATTACHED SHEET

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

_____

_____

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_____

_____

LICENSEE

By: _____

Date: _____

COUNTY'S TRADE FIXTURES

DOCKWEILER II CONCESSION BUILDING

1. Ice Cube Dispenser: Unit shall be Manitowoc model QD0452A (or equivalent), with S-400 bin, air cooled condensing unit, 7/8"dice cubes, 380 lbs. storage capacity. 115V/1 phase, 0.75 HP motor. Unit size shall be approximately 30" wide, 34" deep and 60" high.

2. Deep Fryer: Unit shall be Dean model SR-38G, or SM-35G (or equivalent), gas fired 40 lb. capacity, 90,000 BTUH gas input with stand. Unit size shall be approximately 14" wide, 26" deep and 35" high with stand.

3. Char-Broiler: Unit shall be Wolf model super Char-broiler SCB-36C with stand (or equivalent) gas fired unit. Unit size is approximately 36" wide, 27" deep and 35" high with stand.

4. Refrigerator Unit: Unit shall be a Delfield model 6051-S (or equivalent), self contained two section unit, with adjustable shelves and stainless steel doors, 115V/1 phase, 1/3HP motor. Unit size is approximately 51" wide, 32" deep and 80" in height.

5. Freezer Unit: Unit shall be Delfield model 6151-S (or equivalent), self-contained two section unit with adjustable shelves and stainless steel doors, 115V/ 1/2 HP motor. Unit size is approximately 51" wide, 32" deep and 80" in height.

6. Oven Range: Unit shall be a Wolf Challenger series 56" double oven range, CHR-4-1829-FT34 (or equivalent), with convection oven in place of 30,000 BTU standard oven. 214,000 BTUH, 155V/1 phase. Unit size is approximately 56" wide, 33" deep and 51-1/2" in height to the top of the back riser.

7. Salad Top Refrigerator: Unit shall be a Delfield model 4448N-12 (or equivalent), 48" salad top refrigerator, 12 pan inserts with salinite cutting top, 115V/1 phase. Unit size is approximately 48" wide, 32" deep and 36" in height.

8. Salad Top Refrigerator: Unit shall be a Delfield model 4448N-8 (or equivalent), 48" salad top refrigerator, 8 pan inserts with salinite cutting top, 115V/1 phase. Unit size is approximately 48" wide, 32" deep and 36" in height.

EXHIBIT "B4" – License No._____

COUNTY OWNED TRADE FIXTURES
MANHATTAN BEACH

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

☐ Automatic Coffee Maker (Serial No. _____)

☐ Glass Windows (Serial No. _____)

☐ Char-Broiler (Serial No. _____)

X Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____

_____)

X Counters (Serial No. _____)

☐ Deep Fryer (Serial No. _____)

X Electrical Panels (Serial No. _____)

X Entrance Security Doors (Serial No. _____)

X Formica and/or Stainless Steel Service Counters (Serial No. _____

_____)

☐ Fryer (Serial No. _____)

☐ Freezer (Serial No. _____)

☐ Grill (Serial No. _____)

☐ Hand Sink without Faucet (Serial No. _____)

☐ Ice Bin (Serial No. _____)

☐ Ice Cream Freezer (Serial No. _____)

☐ Ice Cube Dispenser (Serial No. _____)

☐ Lighting Fixtures (Serial No. _____)

☐ Menu Signs (Serial No. _____)

☐ Oven Range (Serial No. _____)

☐ Refrigerator (Serial No. _____)

☐ Salad Top Refrigerator (Serial No. _____)

X Shutters (Serial No. _____)

☐ Soda Dispenser (Serial No. _____)

☐ Soft Service Ice Cream Machine (Serial No. _____)

☐ Stainless Steel Sink (Serial No. _____)

X Stainless Roll-Up Counter Service Door (Serial No. _____)

X Water Heaters (Serial No. _____)

☐ 2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No. _____

_____)

☐ 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

_____

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_____

_____

LICENSEE

By: _____

Date: _____

EXHIBIT "B5" – License No._____

COUNTY OWNED TRADE FIXTURES
TORRANCE BEACH

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

CONCORD EQUIPMENT CO.
125 S. ANAHEIM BLVD.
ANAHEIM CA, 92805
TEL:(714) 520-7999
FAX:(714) 520-8333

E: FEB. 13TH 2003
JOB: RNTB
TORRANCE CA.
MR. JULIO
TEL:(714) 801-7504
METRO OFFICE 949 515-4350

EM NO.	QTY	UNIT	EQUIPMENT DESCRIPTION
1	4	EA	CORNER GUARD S/S 3" X 3" X 48" 16 GA
2	1	EA	2 DOOR REACH IN FREEZER STAINLESS STEEL INTERIOR & EXTERIOR WITH CASTER 49 C.F.
3	1	EA	MARS AIR CURTAIN W/MICRO SWITCH 36" INSTALL BY OTHER
4	2	EA	2 DOOR REACH IN REFRIGERATOR STAINLESS STEEL INTERIOR & EXTERIOR WITH CASTER 49 CU/FT
5	1	EA	CHICAGO FILLER FAUCET 18" DOUBLE JOINT FAUCET # CE2331D801LC & E31 VALVE
6	1	EA	EXHAUST HOOD S/S CAPTIVE AIR 14'-0" X 4'-0" WITH 2 DUCT
7	1	LOT	EXHAUST DUCT, BLOWER, DELIVERY & INSTALLATION WITH 2 DUCT CONNECT TO ONE THRU OUT SIDE WALL
8	1	LOT	MAKE UP AIR SYSTEM AND DUCT WORK
9	1	LOT	FIRE PROTECTION SYSTEM TO PROTCET ALL UNDER HOOD COOKING EQUIPMENT ONLY
10	1	LOT	S/S TRIM (SKIRTING)
11	1	EA	REFRIGERATOR W/2 DRAWER EQUIPMENT STAND TRUE # TRCB-50 WITH CUSTOM EXTENSION LENGTH
2	1	EA	COUNTER MODEL GRIDDLE 60" WITH THERMO CONTRO CONNERTON # CGT-60
4	2	EA	DEEP FAT FRYER DEAN 40 LBS. S/S POT
5	3	EA	CUSTOM S/S SPREADER 12" W.
6	1	EA	6 OPEN BURNER RANGE WITH OVEN U. S. RANGE
	1	EA	MOP SINK FLOOR MOUNT
	1	EA	3-18" X 18" TUBS 2-18" W. DRAIN BOARD KITCHEN SINK
	1	EA	CHICAGO 18" DOUBLE JOINT SPOUT FAUCET

INVOICE/CONTRACT

CONCORD EQUIPMENT CO.
1125 S. ANAHEIM BLVD
ANAHEIM CA. 92805
TEL:(714) 520-7999
FAX:(714) 520-8333

DATE: FEB 13TH 2003
JOB: RNTB
TORRANCE CA.
MR JULIO
TEL (714) 801-7604
METRO OFFICE 949 515-4359

ITEM NO.	QTY	UNIT	EQUIPMENT DESCRIPTION
19	1	EA	POT RACK WITH SHELF 7'-6" WITH DOUBLE BAR AND 16 EA DOUBLE HOOK
20	1	EA	3 COMP STEAM TABLE GAS WET DUKE
21	1	EA	S/S TOP WORK TABLE 6'-0" X 30" GALV LEGS & UNDER SHELF
22	1	EA	UNDER COUNTERREFRIGERATOR 48" W. TURBO AIR
24	1	EA	CUSTOM S/S COUNTER 9'-0" X 30" W/DOOR. AND MIDDLE SHELF
~~25~~	~~1~~	~~EA~~	~~PIZZA WARMER HATCO # FSDT 4 TIER CIRCLE RACK~~ WITH MOTOR
~~26~~	~~1~~	~~EA~~	~~SANDWICH WARMER HATCO # GRSDS-36D SLANT~~ DISPLAY WARMER DUAL SHELF 120/60/1 1800 WATTS
~~27~~	~~1~~	~~EA~~	~~HEAT LAMPS~~
~~28~~	~~1~~	~~EA~~	~~COFFEE MAKER BUNN-O-MATIC # CDBC35 WITH~~ 3 WARMER, AUTO DIGITAL BREWER CONTROL
~~29~~	~~1~~	~~EA~~	~~COUNTER TOP SOLF SERVE MACHINE TAYLOR # 702~~
~~30~~	~~1~~	~~EA~~	~~SLUSH MACHINE BUNN-O-MATIC # ULTRA-2~~ DUAL 3 GALLON,
31	1	EA	4 HOLE ICE CREAM FREEZER KELVINATOR # 4DF
	1	SET	CASTERS FOR ICE CREAM FREEZER
32	1	EA	MOP RACK 18" W.
33	1	EA	1-18" X 18" TUB 1-18" W. DRAIN BOARD PREP. SINK CHICAGO 6" SPOUT FAUCET
34	1	EA	DIPPER WELL UNIT W/FAUCET
35	1	EA	CUSTOM COUNTER WITH OPEN SHELF S/S 19'-0" W. 31-1/2" H.

INVOICE/CONTRACT

CONCORD EQUIPMENT CO
1125 S. ANAHEIM BLVD.
ANAHEIM CA, 92805
TEL (714) 520-7999
FAX (714) 520-8333

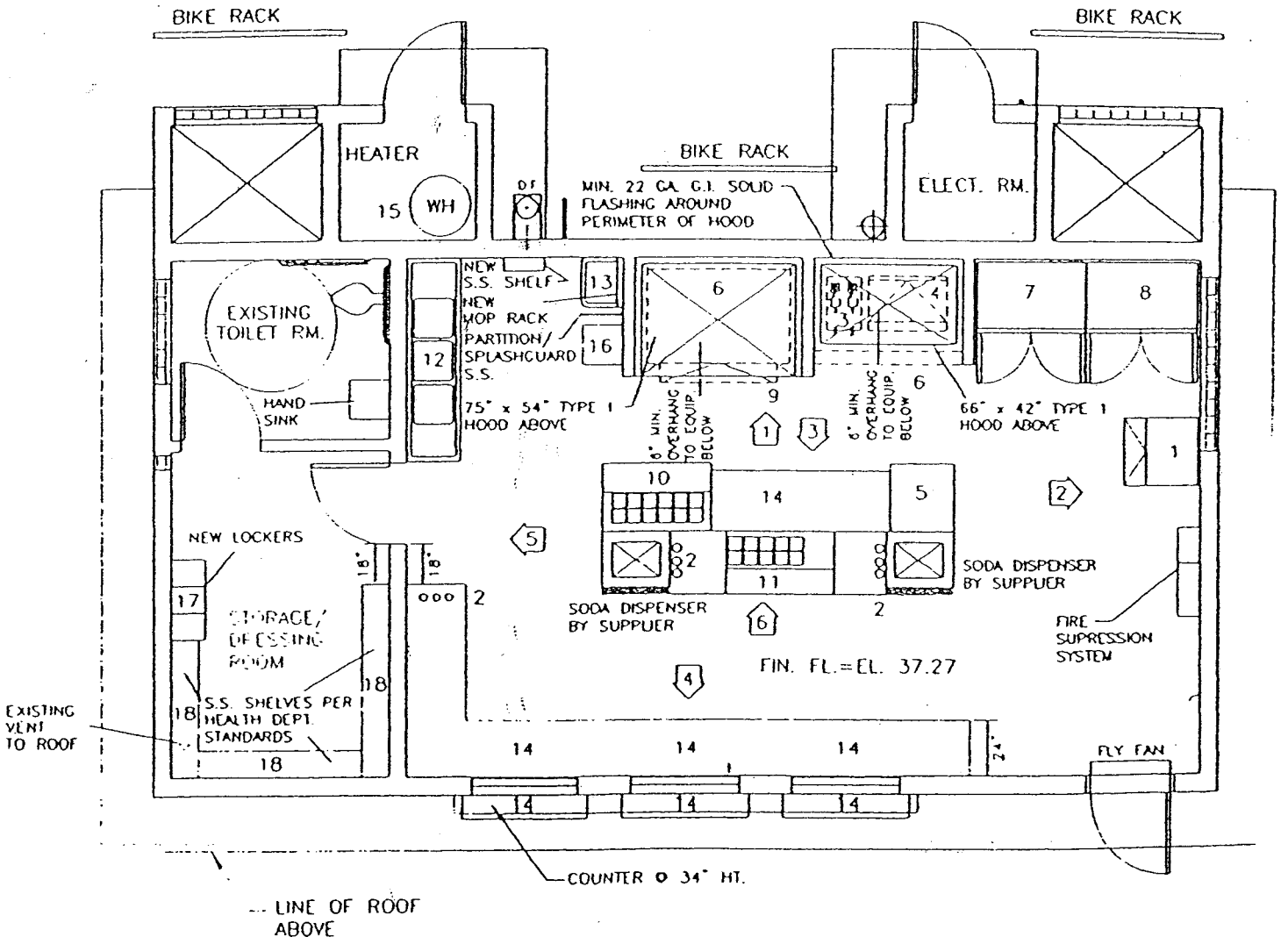
DATE: FEB. 13TH 2003
JOB: HNTB
TORRANCE CA.
MR. JULIO
TEL:(714) 801-7604
METRO OFFICE 949-515-4359

ITEM NO	Q'TY	UNIT	EQUIPMENT DESCRIPTION
36	3	EA	CASH REGISTER
37	2	EA	SODA MACHINE WITH ICE DISPENSER
38	1	EA	CUBE ICE MAKER WITH BIN HOSHIZAKI # KM-630MAF WITH B-900 ICE PRODUCT 470 LB /24 HOUR
39	1	EA	HOT WATER HEATER
40	4	SET	DRY STORAGE SHELF 18" X 36" 4 TIERS 4 POST 72"H
41	2	SET	DRY STORAGE SHELF 18" X 48" 4 TIERS 4 POST 72"H
42	2	EA	S/S HAND SINK WITH FAUCET
43	2	SET	SOAP & TOWEL DISPENSER
44	2	SET	TRASH CAN 32 GALLON W/ DOLLY
45	1	LOT	S/S WALL FLASHING APPROX. 24' X 8'
46	1	LOT	S/S WALL FLASHING APPROX. 33' X 8'

ABOVE ITEM NEED 4 WEEK TO ORDER, PRICE INCLUDE DELIVERY TO SITE, BUT NOT INCLUDED FINAL CONNECTION SUCH AS PLUMBING WORK, OR ELECTRICAL WORK, FINAL SET UP ITEM NOT INCLUDED IS SINKS, STORAGE SHELF, WALL MOUNT RACK, PROJECT NEED 40% DEPOSIT, BALANCE DUE BEFORE SCHEDULE DELIVERY.

ACCEPT BY:_____

DATE:_____



CONCESSION FLOOR PLAN

SCALE: 1/4" = 1'-0"

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

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LICENSEE

By: _____

Date: _____

EXHIBIT "B6" – License No._____

COUNTY OWNED TRADE FIXTURES
ZUMA I BEACH

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

☐ Automatic Coffee Maker (Serial No. _____)

☐ Bullet Proof Glass Windows (Serial No. _____)

☐ Char-Broiler (Serial No. _____)

X Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)

☐ Counters (Serial No. _____)

☐ Deep Fryer (Serial No. _____)

X Electrical Panels (Serial No. _____)

X Entrance Security Doors (Serial No. _____)

X Formica and/or Stainless Steel Service Counters (Serial No. _____)

☐ Fryer (Serial No. _____)

X Walk-in Freezer (Serial No. _____)

☐ Grill (Serial No. _____)

X Hand Sink without Faucet (Serial No. _____)

☐ Ice Bin (Serial No. _____)

☐ Ice Cream Freezer (Serial No. _____)

☐ Ice Cube Dispenser (Serial No. _____)

X Lighting Fixtures (Serial No. _____)

☐ Menu Signs (Serial No. _____)

☐ Oven Range (Serial No. _____)

X Refrigerator (Serial No. _____)

☐ Salad Top Refrigerator (Serial No. _____)

☐ Shutters (Serial No. _____)

☐ Soda Dispenser (Serial No. _____)

☐ Soft Service Ice Cream Machine (Serial No. _____)

☐ Stainless Steel Sink (Serial No. _____)

X Stainless Roll-Up Counter Service Door (Serial No. _____)

X Water Heaters (Serial No. _____)

☐ 2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No. ___)

☐ 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

_____

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_____

LICENSEE

By: _____

Date: _____

EXHIBIT "B7" – License No._____

COUNTY OWNED TRADE FIXTURES
ZUMA II BEACH

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

☐ Automatic Coffee Maker (Serial No. _____)

☐ Bullet Proof Glass Windows (Serial No. _____)

☐ Char-Broiler (Serial No. _____)

X Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)

☐ Counters (Serial No. _____)

☐ Deep Fryer (Serial No. _____)

☐ Electrical Panels (Serial No. _____)

X Entrance Security Doors (Serial No. _____)

X Formica and/or Stainless Steel Service Counters (Serial No._____)

☐ Fryer (Serial No. _____)

☐ Freezer (Serial No. _____)

☐ Grill (Serial No. _____)

☐ Hand Sink without Faucet (Serial No. _____)

☐ Ice Bin (Serial No. _____)

☐ Ice Cream Freezer (Serial No. _____)

☐ Ice Cube Dispenser (Serial No. _____)

☐ Lighting Fixtures (Serial No. _____)

X Menu Signs (Serial No. _____)

☐ Oven Range (Serial No. _____)

☐ Refrigerator (Serial No. _____)

☐ Salad Top Refrigerator (Serial No. _____)

☐ Shutters (Serial No. _____)

☐ Soda Dispenser (Serial No. _____)

☐ Soft Service Ice Cream Machine (Serial No. _____)

☐ Stainless Steel Sink (Serial No. _____)

X Stainless Roll-Up Counter Service Door (Serial No. _____)

X Water Heaters (Serial No. _____)

☐ 2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No.____)

☐ 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

_____

_____

_____

_____

_____

LICENSEE

By: _____

Date: _____

EXHIBIT "B8" – License No._____

EXHIBIT B

COUNTY OWNED TRADE FIXTURES
BURTON CHACE PARK, Marina del Rey

DEPARTMENT OF BEACHES AND HARBORS

Inventory of Equipment
at the Snack Bar
in the Community Building
Burton Chace Park - Marina del Rey

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

Stainless Steel Items	County ID #'s
Fry Kettle/Stand	411513
Griddle, Stand, Hood & Fan	411514
Coffee Maker (Hot Water Maker)	411515
Roll-A-Grill	411516
Roll Warmer	411517
Freezer (22.4 Cubic Feet-Upright)	411518
Refrigerator (22.4 Cubic Feet-Upright)	411519
Double Sink	--

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

_____

_____

_____

_____

_____

LICENSEE

By: _____

Date: _____

Exhibit "C – 1"
Authorized Activity
(Mobile Food)

See Sections 1.01(c) and Article 3 of this License.

The Licensee is authorized only to sell food and beverages from a Mobile Food Preparation Unit, and for no other use.

The County reserves the right to authorize sales of similar merchandise by means other than Mobile Food Preparation Units and sales of different merchandise by similar equipment.

Exhibit "C – 2"
Authorized Activity
(Concession Stand)

See Sections 1.01(c) and Article 3 of this License.

The Licensee is authorized only to sell food and beverages from the building on the Premises and provide tables and chairs outside the building but within the Premises, for public use at the beach, and for no other use. The number and location of such tables and chairs shall be subject to prior approval by the Director.

Exhibit "C – 3"
Authorized Activity
(Bike and Skate Rentals)

See Sections 1.01(c) and Article 3 of this License.

The Licensee is authorized only to rent bicycles and skates from the designated locations on the Premises, and for no other use.

Exhibit "C – 4"
Authorized Activity
(Hang Gliding)

See Sections 1.01(c) and Article 3 of this License.

The Licensee is authorized only to provide hang gliding instruction, supervision of those persons engaging in hang gliding or any flying activity on the Premises during Licensee's operating hours, and rental of hang gliding equipment on the Premises, and for no other use.

Exhibit "C – 5"
Authorized Activity
(Beach Merchandise Rentals)

See Sections 1.01(c) and Article 3 of this License.

The Licensee is authorized only to rent such items as may from time to time be used on the beach including, but not limited to, chairs and umbrellas and for no other use. Licensee may not sell any items from the Premises except for sunscreen, sun block, caps, sunglasses, and other accessories items, and only after Licensee has received prior written approval from the Director to sell any of such items.

Licensee shall store its merchandise in a location and manner approved by the Director prior to the commencement of the License.

Any changes in the location and manner of storage must be approved in advance by the Director.

Displays of any items by Licensee shall not occupy any parking lot space (s) without the prior written approval of the Director.

	DEPARTMENT OF BEACHES AND HARBORS BEACH DRIVING AND VEHICLE OPERATION	Policy No. 2918 Date 8-30-99
Page 1 of 5	Approved by	Date of last revision: 7-30-01

SUBJECT: BEACH DRIVING AND VEHICLE OPERATION

1.0 INTRODUCTION/PURPOSE

The purpose of this Policy/Procedure is to establish guidelines for safe driving on County-owned or operated beaches, bike paths, and parking lots.

2.0 POLICY

2.1 All beach patrons have the right-of-way on beaches, bike paths, and parking lots.

2.2 The maximum speed while driving on the beach or in the parking lots is10 M.P.H., and only when conditions allow. The maximum speed while driving on the bike path is 5 M.P.H., and only when conditions allow.

2.3 The Facilities and Property Maintenance Division (FPM) is responsible for off-highway and mileage vehicles on beaches, bike paths, and parking lots. Off-highway vehicles are defined as dump trucks, trash trucks, tractors, self-propelled sanitizers, water trucks, wheel loaders, and tracklaying equipment. Mileage vehicles are defined as pick-up trucks, sports utility vehicles, vans, and stake bed trucks.

2.4 Employees holding the positions of Power Equipment Operator and Utility Tractor Operator are required to maintain a valid Class "A" California Driver License. Refuse Truck and Medium Truck Drivers are required to maintain a valid Class "B" California Drivers License. Mileage vehicle drivers are required to maintain a valid Class "C" California Driver License.

2.5 Heavy equipment operators are required to wear earmuffs to mitigate the noise level(s) generated during vehicle operation. Usage of audio headphones is not permitted.

2.6 Employees whose positions require driving off-highway or mileage vehicles on beaches, bike baths, and parking lots are required to attend Department-sponsored driving programs each year.

2.7 Employees are forbidden to drive under the influence of alcohol and/or drugs. The use of prescribed drugs to such an extent that safe and effective performance is impaired is also prohibited (see Department Policy #2117).

2.8 Off-highway or mileage vehicles may be used on County business only and not to transport unauthorized persons, materials, or equipment.

2.9 Employees shall wear seat belts while operating an off-highway or mileage vehicle.

2.10 Employees are required to follow defensive driving practices established for their protection and that of fellow employees and the public.

2.11 All vehicles shall have back-up alarms, with no exceptions. If a vehicle's back-up alarm is not working, the vehicle shall not be driven.

2.12 Vehicles shall not drive on man-made sand berms.

3.0 PROCEDURES

3.1 Driving on the beach

3.1.1 Employees are required to inspect the off-highway or mileage vehicle prior to driving and report to their immediate supervisors evidence of vandalism or accident damage to the vehicle and/or evidence of any mechanical defect that could impair the safe operation of the vehicle (refer to Department Policy #2914 for preventative maintenance program). If the vehicle is potentially unsafe, it should not be driven, and its condition should be reported to the immediate supervisor.

3.1.2 Tire pressure for driving vehicles on the sand shall range between 18 psi and 20 psi and shall be maintained until inflation is required for highway driving.

3.1.3 When the vehicle is parked, an orange safety cone should be placed approximately five (5) feet both in front and behind the unit's bumpers. This will force the driver to walk around the vehicle before operating it, in order to notice any obstacles or people around the unit.

3.1.4 Operators and drivers must report, in writing, all mechanical defects noted during the vehicle operation. Stop driving immediately when: (1) the engine overheats; (2) it has a flat tire; (3) there is no steering; or (4) there is a fire.

3.1.5 Man-made and natural sand berms.

3.1.5.1 Vehicles shall not drive on man-made sand berms. Operators and drivers shall use extreme caution when driving through the access voids of man-made berms and shall repeatedly apply their horns while entering and exiting the site.

3.1.5.2 Vehicles shall avoid ascending or descending natural berms. There can be a drop where the sand has eroded or been cut off by the surf. If a natural berm must be ascended, the driver should stop the vehicle, survey the area, and proceed only when safe.

3.1.5.3 When ascending or descending a natural berm, do not drive

straight up or down the berm. Instead, the driver should position the vehicle at a 45-degree angle, ensuring that the uphill portion of the berm is on the driver's side.

3.1.5.4 Be aware of children playing near or around berms. Always check visibility from inside the vehicle at the top of the natural berm before beginning a descent.

3.1.6 Vehicle backing up shall be avoided whenever possible. If backing up is unavoidable, the driver should have a co-worker stand behind the vehicle to guide the vehicle back. If driving alone, the driver should employ other options such as: proceeding forward and turning around, or getting out of the vehicle, checking the area, and backing up slowly using extreme caution.

3.1.7 Driving on a jetty without a co-worker who can stand behind the vehicle and guide it when the driver backs up is prohibited.

3.1.8 Extreme caution must be exercised while driving on the beach. Beach patrons may not be aware of a vehicle's presence. Small children tend to run in front of the unit, and caretakers have a tendency to bolt in front of the unit to protect the child.

3.1.9 Storm drains also present driving hazards. Ascending or descending a drainage ditch should not be attempted unless the driver can clearly see that no one is in the vehicle's path. The vehicle should be positioned so that any attempt will be at a slight angle. Ditches and running storm drain water are notorious for soft sand. These areas should be avoided as much as possible, since it is easy to get stuck in the sand. Driving through water should be avoided to the extent possible.

3.1.10 Under normal weather conditions, vehicles on the sand shall not travel at an unsafe speed. Maximum speed is ten (10) M.P.H. for all vehicles except for trash trucks and dump trucks which shall not exceed 15 M.P.H.

3.1.11 When traveling past pier pilings or other obstructions, a driver should be particularly careful about viewing the area given that such obstructions will hamper the driver's ability to see. Children darting from crowds or covered by sand are of particular concern.

3.1.12 When driving on the beach, driving over boards or any other objects shall be avoided.

3.1.13 Whenever operating an off-highway or mileage vehicle, the operator is responsible for maintaining the headlights in the "on" position.

3.1.14 When operating a vehicle at night, the operator should drive on the hard sand closest to the shoreline and use the vehicle's high beams and headlights to locate holes and drainage ditches, as well as beach patrons.

3.2 Shifting into four-wheel drive

3.2.1 Vehicle operators should enter four-wheel drive when leaving the hard top, being certain to shift into the "H" range from wheel drive.

3.2.2 The correct procedure for shifting from two-wheel to four-wheel drive is to stop the vehicle, maintain the wheels in a straight (not turned) position, and shift gear into four-wheel drive before continuing to drive forward. Locking hubs are automatic.

3.2.3 To shift from four-wheel to two-wheel drive, stop the vehicle, shift gear to two-wheel drive, and drive in reverse for one meter (approximately 3 feet) to unlock the hubs. After a click is heard, the driver may proceed forward. When backing up, a co-worker, if present, should stand behind the vehicle to guide the driver.

3.3 Vehicle stuck in the sand

3.3.1 If a vehicle is bogged down in the sand, the driver should slow down using a lower gear and rock forward and backward. Once the vehicle starts to move, even accelerator pressure should be used to proceed safely.

3.3.2 The gas pedal should not be punched while trying to free a vehicle from the soft sand and/or a rut. If progress is not being made, some air pressure from the tires should be relieved. Be sure to restore the tire pressure later.

3.4 Driving on the bike bath

3.4.1 The bike path should be driven on only when safe at a maximum speed of 5 M.P.H. While driving on the bike bath, vehicle flashers and headlights shall be on.

3.4.2 All drivers shall stop their vehicle and look in both directions before crossing the bike bath. Proceed only when safe, and maintain a distance of at least three car lengths between the vehicle and the next moving object (pedestrian, cyclist, roller skater, etc.)

3.4.3 Off-highway and mileage vehicles are permitted to cross the bike path only when safe and when there is no other beach access available.

3.4.4 The Department's beach restroom cleaning contractor is the only private contractor permitted to use the bike path at Torrance and Redondo Beaches between the hours of 12:00 midnight and 6:00 a.m. when conditions allow and it is safe.

3.4.5 All vehicles are restricted from using any of the vehicle ramps at Torrance and Redondo Beaches. Vehicles and equipment must enter and exit from the Redondo Pier Bike Path at Torrance Blvd.

3.5 Driving in County Parking Lots

3.5.1 Maintain a safe speed of no more than 10 M.P.H. Be aware of people, animals, and foreign objects.

APPROVED:

Director or Authorized Representative

8-7-2001
Date

EMcD:gs
Attachments
PP2918

Exhibit "C – 5"
Authorized Activity
(Beach Merchandise Rentals)

See Sections 1.01(c) and Article 3 of this License.

The Licensee is authorized only to rent such items as may from time to time be used on the beach including, but not limited to, chairs and umbrellas and for no other use. Licensee may not sell any items from the Premises except for sunscreen, sun block, caps, sunglasses, and other accessories items, and only after Licensee has received prior written approval from the Director to sell any of such items.

Licensee shall store its merchandise in a location and manner approved by the Director prior to the commencement of the License.

Any changes in the location and manner of storage must be approved in advance by the Director.

Displays of any items by Licensee shall not occupy any parking lot space (s) without the prior written approval of the Director.

	DEPARTMENT OF BEACHES AND HARBORS BEACH DRIVING AND VEHICLE OPERATION	Policy No. 2918 Date 8-30-99
Page 1 of 5	Approved by	Date of last revision: 7-30-01

SUBJECT: BEACH DRIVING AND VEHICLE OPERATION

1.0 INTRODUCTION/PURPOSE

The purpose of this Policy/Procedure is to establish guidelines for safe driving on County-owned or operated beaches, bike paths, and parking lots.

2.0 POLICY

2.1 All beach patrons have the right-of-way on beaches, bike paths, and parking lots.

2.2 The maximum speed while driving on the beach or in the parking lots is10 M.P.H., and only when conditions allow. The maximum speed while driving on the bike path is 5 M.P.H., and only when conditions allow.

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APPROVED:

Director or Authorized Representative

8-7-2001
Date

EMcD:gs
Attachments
PP2918

Bid Information

Bid Number : dbh-20

Bid Title : Licenses for Beach Concessions

Bid Type : Service

Department : Beaches and Harbors

Commodity : CAFETERIA AND RESTAURANT SERVICES

Open Date : 2/9/2004

Closing Date : 3/15/2004 4:00 PM

Notice of Intent to Award : View Detail

Bid Amount : N/A

Bid Download : Not Available

Bid Description : The Los Angeles Department of Beaches and Harbors (DBH) is seeking proposals from parties interested in obtaining a license to sell food and beverage or to provide bikes, skates and other beach amenities for rental from various beaches and Marina del Rey locations. A package containing full description of the concession program, all the necessary bid forms, and the proposed contract are available for purchase. Deadline to submit a proposal is 4:00 p.m. February 19, 2004.

THE DEADLINE FOR SUBMITTAL OF A PROPOSAL HAS BEEN EXTENDED TO 4:00 P.M., MARCH 15, 2004.

An informational meeting will be held at 8:30 a.m. on February 12, 2004 at the community building in Chace Park, 13650 Mindinao Way, Marina del Rey. Parking is free.

The 2004 concession bid package can be purchased at DBH's headquarters building at 13837 Fiji Way, Marina del Rey, for $5. If you wish to have a package sent to you, we will send it by first class mail upon receipt of $15 (cost of package and handling) in cashier's check or bank-issued money order. County shall not be responsible if the package arrives late, If you need further information, call Don Geisinger at (310) 305-9506, Mon.-Thur., 7 a.m. to 6 p.m.

Contact Name : Don Geisinger

Contact Phone# : (310) 305-9506

Contact Email : dgeisinger@dbh.co.la.ca.us

Last Changed On : 2/12/2004 1:13:48 PM

Attachment 4

MINORITY AND WOMEN PARTICIPATION

*Proposed Concessionaires	1	2	3	4	5	6	7	8	9	10	11	12	13
TOTAL # OF EMPLOYEES													
OWNERS:													
Black/African American	2									1			
Hispanic/Latino									1		1		
Asian or Pacific Islander				2									
Amer. Indian/Alaska Native						2							
Filipino American													
All others	1	2	1		1		2	1		1		1	1
Women (included above)	1	1	1	1	1	1				1			
MANAGERS/STAFF:													
Black/African American	4	2	2			1							
Hispanic/Latino	9	10	2	3	1	2		1	1				
Asian or Pacific Islander	1					1							
Amer. Indian/Alaska Native													
Filipino American			1		1								
All others			2				2	2			1		2
Women (included above)	8	5	3		2	2		1	1		1		1
OWNERSHIP:													
P = Partnership C = Corporation	C	SP	SP	P	SP	C	C	C	SP	P	SP	SP	SP
SP = Sole Proprietorship													
CURRENT CERTIFICATION	No	No	No	No	No	No	No	No	No	No	No	No	No

*Bidders:

1. Beach Ventures, Inc.
2. B & B Foods
3. F & S Foods
4. RC Enterprises
5. Nadia Lustman/Café Mermaid
6. Venice Beach Rentals
7. Windsport International
8. Malibu Mike's
9. Jose Membrano
10. Mary Buchanan
11. Jose Manuel Garrido
12. Jeremy Stevens
13. Eli Miller