



March 19, 2024

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

42 March 19, 2024

JEFF LEVINSON  
INTERIM EXECUTIVE OFFICER

Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

**LaTayvius R. Alberty**  
Deputy Director

**APPROVAL OF CONCESSIONS LICENSES  
COUNTY-OWNED AND OPERATED BEACHES  
(SECOND, THIRD, AND FOURTH DISTRICTS)  
(4 VOTES)**

**SUBJECT**

This action is to award ten four-year and eleven-month concession agreements/licenses to various licensees/vendors to operate concession services at various sites, facilities, and properties on County-owned and operated beaches under the jurisdiction of the Department of Beaches and Harbors.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed concession licenses are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Approve and authorize the Director of Beaches and Harbors, or his designee, to award and execute ten licenses to various licensees/vendors to provide concession services for food and beverage concessions, and/or recreational activities at County-owned and operated beaches, for an initial term of four-years and eleven months, with five one-year renewal options, effective upon execution. Please refer to Exhibit A for the list of ten licensees, including location of services and type of concession services to be provided. The estimated combined total first year rent to the County of Los Angeles (County) for the ten licenses is approximately \$574,310.
3. Authorize the Director of the Department of Beaches and Harbors, or his designee, to exercise the five one-year renewal options of the License if, in his opinion, the licensees have effectively performed the services during the previous license term.
4. Delegate authority to the Director of Beaches and Harbors, or his designee (Director), to (a) conduct competitive solicitations and/or negotiate sole source contracts, as appropriate, and award and execute replacement license

agreements during the four-year and eleven month term, or during the five one-year option periods, and in the event any licenses terminate early; (b) negotiate rent increases for additional services and activities not included within the initial authorized activities and which are subject to approval by Director; and (c) execute amendments and to take the necessary and appropriate actions to implement the proposed licenses.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The existing concession licenses currently provide bike and skate rentals, hang gliding activities/lessons, and sell food and beverages at various County-owned and operated beaches located at Zuma Beach, Will Rogers Beach, Venice Beach, Dockweiler Beach, Manhattan Beach, and Torrance Beach. The existing licenses commenced on May 1, 2014, and expire on March 31, 2024.

Upon the expiration of the existing licenses, the County will have a one-month period to conduct building inspections, general maintenance, and repairs in advance of commencing the term of the new Licenses on May 1, 2024.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

#### **FISCAL IMPACT/FINANCING**

For Fiscal Year 2024-25 the combined total first year rent to the County is estimated to increase from \$517,679 to approximately \$574,310, an increase of about \$56,631.

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

The proposed licenses will become effective on May 1, 2024, with an initial term of four-years and eleven months, with five one-year options, subject to the annual Consumer Price Index (CPI) increases.

The attached (Exhibit C) sample license includes the County's standard provisions regarding contractor obligations and complies with all requirements set by the Board, Chief Executive Office, and County Counsel.

Licensees may request approval from the Director to provide additional amenities and services. Such requests must be formally submitted, and the sale and rental of approved extra items and amenities are subject to rent adjustments upon Director's approval.

Licensing of County-owned and controlled properties for concession purposes is authorized by California Government Codes Section 25536 and 25907.

County Counsel has reviewed and approved the license agreements as to form.

At its meeting on February 22, 2024, the Los Angeles County Beach Commission voted unanimously to endorse the Director's recommendation pertaining to the award of the beach licenses.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed licenses are categorically exempt from the California Environmental Quality Act (CEQA). The licenses are within a class of projects that have been determined not to have a significant effect on the environment and which meet the criteria set forth in Section 15301 (Class 1) of the State CEQA Guidelines. This exemption is in line with Class 1, Sections (r) and (t) of the County's Environmental Document Reporting Procedures and Guidelines adopted by your Board. These sections apply specifically to existing facilities, indicating that the proposed licenses have a negligible impact on the environment.

### **CONTRACTING PROCESS**

The Department of Beaches and Harbors (DBH) issued an Invitation for Bids (IFB) on November 30, 2023, seeking qualified licensees to provide concession services at County-owned and operated beaches, including stands, bike and skate rentals, and hang-gliding services. Advertisements were published in the Gardena Valley News, Duarte Dispatch, Nuestra Comunidad Y Lynwood Journal, The Daily Breeze, Culver City News, Los Angeles Daily News, The Compton Bulletin, Chinese Daily News, Santa Monica Daily Press, California Crusaders News, Rafu Shimpō, La Opinión, and L.A. Times.

The IFB was published on the County Internet Vendor Registration System (WebVen) (Exhibit B), DBH's public facing website, and DBH's social media accounts. In addition, DBH staff distributed the IFB to a number of constituents who expressed interest in doing business with the County to our office over the past two – three years. In the final analysis and consideration of award, licensees were selected without regard to race, creed, gender or color.

In response to the IFB, DBH received and reviewed the following:

- 22 bids for seven concession stands;
- 3 bids for two bike and skate rental concession stands; and
- 1 bid for the hang-gliding concession.

All qualified bids were reviewed by DBH personnel and a selection report with a list of recommended bidders was submitted to the Director for approval (Exhibit A). Four bids

qualified for the Local Small Business Enterprise Preference Program and received 15% increase in their bids; however, their original bid amounts were higher than the other bidders.

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

Approval of the proposed licenses will ensure that the beach-going public will continue to have convenient access to amenities, such as bike and skate rentals, food and beverages, and hang-gliding activities and lessons at County-owned and operated beaches.

**CONCLUSION**

Please return one adopted copy of this letter to DBH, Asset Management Division. Should you have any questions, please contact Arnulfo Delgado at (424) 526-7738 or [ADelgado@bh.lacounty.gov](mailto:ADelgado@bh.lacounty.gov).

Respectfully submitted,

GARY JONES  
Director

GJ:SP:IBP:ad

Enclosures

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

The ten concessions are listed in the table below:

Type	Authorized Activity	Concession Premises <i>(Each number denotes a License.)</i>
Concession Stand	Selling food and beverage from a concession building	1 . Dockweiler Beach (Bluff Lot) 2 . Manhattan Beach 3 . Torrance Beach 4 . Will Rogers Beach (Chautauqua) 5 . Will Rogers Beach (Temescal) 6 . Zuma Beach (Lot 2) 7 . Zuma Beach (Lot 5)
Bike & Skate Rentals	Rental of bicycles and skates; and rental of beach merchandise	8 . Dockweiler Beach (Kilgore-Lot 2) 9 . Venice Beach (comprising three locations: Rose Avenue, N. Venice Boulevard, Washington Boulevard)
Hang Gliding	Offering hang gliding equipment rental and lessons	10 . Dockweiler Beach (Bluff Lot)

**CONCESSION SERVICES AT COUNTY-OWNED AND OPERATED BEACHES**

**BIDDERS SELECTED FOR AWARD OF CONCESSION LICENSE**

<b>Locations</b>	<b>Name of Bidder</b>
<b>Concession Stand</b>	
Dockweiler Beach (Bluff Lot)	Oceans Enterprises, LLC
Manhattan Beach	Surf Food Stand
Torrance Beach	50/50 Juice Lounge, LLC
Will Rogers Beach (Temescal)	Upstage Catering
Will Rogers Beach (Chautauqua)	Pedal It
Zuma Beach (Lot 2)	Surf Food Stand
Zuma Beach (Lot 5)	Surf Food Stand
<b>Bike and Skate Rentals</b>	
Dockweiler Beach (Kilgore-Lot 2)	Lil Bill's Mobile Bike Services, LLC
Venice Beach (3 locations)	Sundance Rentals, Inc
<b>Hang Gliding Activities</b>	
Dockweiler Beach (Bluff Lot)	Windsports International, Inc.



[Home \(/LACoBids/\)](#) / 
 [Admin \(/LACoBids/Admin\)](#) / 
 [Open Solicitations \(/LACoBids/Admin/BidList\)](#) / 
 [Detail](#)

## + Solicitation Detail

<b>Solicitation Number:</b>	DBH-79		
<b>Title:</b>	CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES		
<b>Department:</b>	Beaches and Harbors		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	CONCESSIONS, CATERING, VENDING SERVICES: MOBILE AND STATIONA		
<b>Description:</b>	<p>INVITATION FOR BIDS FOR BEACH CONCESSION LICENSES (IFB)</p> <p>The Los Angeles County Department of Beaches and Harbors requests Invitation for Bids (IFB) for concession licenses to provide concession services at Los Angeles County owned and operated beaches as follows:</p> <ul style="list-style-type: none"> <li>• Mobile Food Preparation Units - providing food and beverage services from a vending vehicle</li> <li>• Concession Stand - providing food and beverage services from a beach concession building</li> <li>• Bike &amp; Skate, and Beach Merchandise Rentals - providing rentals of bicycles and skates, and beach merchandise</li> <li>• Hang Gliding - offering hang gliding equipment rental and lessons</li> </ul> <p>The Term of License commences May 1, 2024 and expires March 31, 2029, with five (5) one-year options.</p> <p>The deadline for submitting bids is 3:00 p.m. (PST), January 2, 2024.</p> <p>Please visit our website <a href="https://beaches.lacounty.gov/request-for-proposals/">https://beaches.lacounty.gov/request-for-proposals/</a>, and click the "Request for Proposals" link to download the IFB package.</p> <p>For additional information, please contact Arnulfo Delgado at (424) 526-7738, or E-mail <a href="mailto:adelgado@bh.lacounty.gov">adelgado@bh.lacounty.gov</a>.</p> <p>The County reserves the right to cancel or modify any and all terms and conditions of the IFB package, including minimum requirements, without further notice.</p>		

[Less](#)

<b>Open Day:</b>	11/29/2023	<b>Close Date:</b>	1/2/2024 3:00:00 PM
<b>Contact Name:</b>	Arnulfo Delgado	<b>Contact Phone:</b>	(424) 526-7738
<b>Contact Email:</b>	adelgado@bh.lacounty.gov		
<b>Last Changed On:</b>	11/29/2023 6:14:18 PM		

**Attachment File (1) :**

🔍 Click here to download attachment files.

File Name	Description	Type	Size	Last Update On	
IFB_Beach_Concession_Services.pdf	CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES	.pdf	7205568	11-29-2023	<a href="#">Download</a>

« « 1 » »

[Update \(/LACoBids/Admin/UpdateBid/U3NTI3Ng%3d%3dMTEyOTIzOD\)](/LACoBids/Admin/UpdateBid/U3NTI3Ng%3d%3dMTEyOTIzOD)



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Concession Premises: \_\_\_\_\_

**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 activity that is checked and initialed by County's personnel is valid.)

- ☐ Concession Stand
- ☐ Bicycles and Skates Rentals
- ☐ Hang Gliding

## APPENDIX A



**SAMPLE LICENSE**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

---

**(LICENSEE)**

**FOR**

**CONCESSION SERVICES AT COUNTY OWNED AND OPERATED  
BEACHES**

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Exhibit D – Contract Discrepancy Report		
Exhibit E – IRS Notice 1015		
Exhibit F – Safely Surrendered Baby Law		
Exhibit G – Nutrition Standards for Prepared Foods, Snacks, and Beverages		
Exhibit H – County of Los Angeles Vending Machine Nutrition Policy		
Exhibit I – Form Required at the Time of Contract Execution		
Contractor Acknowledgement and Confidentiality Agreement		
Exhibit J – Concession Premises - Intentionally Left Blank until License is signed with selected Premise(s)		

## **SUMMARY LICENSE PROVISIONS**

The basic terms of this License are summarized as follows:

- (a) County: The County of Los Angeles
- (b) Licensee; Concessionaire:
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- \_\_\_\_\_
- Phone: \_\_\_\_\_
- E-mail: \_\_\_\_\_
- (c) Authorized Activity  
(Paragraph 3.0):
- Concession Stand  
Bike & Skate, and Beach Merchandise Rentals  
Hang Gliding
- See Appendix C, for definitions.
- (d) Exclusive Zone  
(Concession Stands only)  
(Subparagraph 3.4):
- Two hundred (200) feet in all directions of the exterior of the concession building on the Premises for which the Exclusive Zone is defined in Subparagraph 3.4.
- (e) Rent (Paragraph 6.0):
- The annual rent for the first License Year, \$\_\_\_\_\_ (“Commencement Rent”) shall be payable monthly per schedule and shall be adjusted annually by the Consumer Price Index.
- (f) Term of License  
(Paragraph 4.0):
- Four (4) years and eleven (11) months, commencing May 1, 2024 (“Effective Date”) and terminating March 31, 2029 (“Expiration Date”) with five one-year options.
- (g) Concession Premises  
(Paragraph 9.0):
- See Appendix C.
- (h) Trade Fixtures:
- As appropriate for the Authorized Activity.

**SAMPLE LICENSE  
BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
CONCESSION SERVICES**

This License ("License") and Exhibits are entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Licensee". The Concession is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the County may license with private businesses for Concession Services in accordance with CALIFORNIA GOVERNMENT CODE SECTIONS 23004, 25536, and 31000 to grant concessions that are consistent with the government purposes served thereby; and

WHEREAS, County is the owner or operator of the Premises as shown in Appendix C, "Concession Premises and Authorized Activity" of this License; and

WHEREAS certain requirements, as specified in this License, must be met; and

WHEREAS, a License for the Authorized Activity from the Premises is consistent with the public purposes for which said Premises is used; and

WHEREAS, County is willing to exercise the grant of such a License in accordance with the terms and conditions prescribed herein; and

WHEREAS, the Licensee is a private firm specializing in providing Concession Services; and

WHEREAS, the Director of the Los Angeles County Department of Beaches and Harbors has the delegated authority for executing the License;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A through J are attached to and form a part of this License. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base License and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the License and then to the Exhibits according to the following priority.

## Standard Exhibits

Exhibit A – Department's Beach Driving and Vehicle Operation Policy No. 2918  
Exhibit B – County's Administration  
Exhibit C – Contractor's Administration  
Exhibit D – Contract Discrepancy Report  
Exhibit E – IRS Notice 1015  
Exhibit F – Safely Surrendered Baby Law  
Exhibit G – Nutrition Standards for Prepared Foods, Snacks, and Beverages  
Exhibit H – County of Los Angeles Vending Machine Nutrition Policy  
Exhibit I – Form Required at the Time of Contract Execution  
Contractor Acknowledgement and Confidentiality Agreement  
Exhibit J – Concession Premises  
Intentionally Left Blank until License is signed with selected Premise(s)

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which are used.

**2.1 Authorized Activity:** The scope of concession services authorized under the License as described in this IFB.

**2.2 Approved Food Source:** the food source that is allowed under Chapter 4, Article 3 (commencing with Section 114021 of California Retail Food Code), or a producer, manufacturer, distributor, or food facility that is acceptable to the Enforcement Agency based on a determination of conformity of applicable laws, current public health principles/practices, and recognize industry standards that protect public health.

**2.3 Bidder; Proposer:** Any person or entity authorized to conduct business in California who submits a bid.

**2.4 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

**2.5 Concession; Concession Services:** The privilege of conducting commercial activities authorized under this License on the designated public property.

**2.6 Concession Premises; Premises:** The physical location as detailed in Appendix C (Concession Premises and Authorized Activity) where the Licensee is authorized to conduct Authorized Activity. The Premises include the area within the Exclusive Zone as defined in Subparagraph 3.4.

**2.7 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity that has entered into an agreement with the County to perform or execute the work covered by this License.

**2.8 County:** County of Los Angeles.



- 2.9 **County Counsel:** Legal counsel of the County of Los Angeles.
- 2.10 **County Contract Project Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract.
- 2.11 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.12 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.13 **Department:** The County of Los Angeles Department of Beaches and Harbors which is entering into this License on behalf of the County of Los Angeles.
- 2.14 **Director:** The Director of the County of Los Angeles Department of Beaches and Harbors.
- 2.15 **Disposable Food Service Ware:** Any products intended for single or limited number of uses, used in the restaurant and food service industry for serving or transporting prepared, ready-to-consume food or beverages. Disposable food service ware includes, but is not limited to, plates, cups, bowls, trays, hinged or lidded containers, straws, stirrers, lid plugs, lids and utensils. This does not include disposable packaging for unprepared foods.
- 2.16 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 **Food:** All articles and substances used for food and drink, confectionery or condiment whether simple or compound, and all ingredients and components used in the preparation thereof, as defined in Section 11.02.250 of the County Code and California Health and Safety Code section 113781.
- 2.18 **Glider Port:** A designated area within County premises allocated for hang gliding activities, managed by the Licensee for business operations such as lessons, supervision, and equipment rental. Outside Licensee's operational hours, the Glider Port is accessible to County-authorized Personal Hang Gliders for recreational use, per the terms of the License Agreement.
- 2.19 **Health Department:** The Health Department of the County of Los Angeles.
- 2.20 **Health Officer:** The Health Officer of the County of Los Angeles or an authorized representative.
- 2.21 **Licensee; Concessionaire; Contractor:** The authorized vendor, under this License, providing concession services as defined in this agreement to visitors of County owned and operated beaches.
- 2.22 **License; Contract; Agreement:** An agreement executed between the County and Licensee, which includes all attachments, exhibits, and forms and may be amended from time to time. This agreement outlines the terms and conditions for the issuance and performance of the Concession.

2.23 **Licensee's/Contractor's Project Manager:** The individual designated by the Licensee to administer the License operations under this License.

2.24 **License Term:** A period of twelve consecutive calendar months commencing with the Effective Date, or anniversaries thereof. However, the fifth and last year (in case of option term) of the License Term will have a shortened duration of eleven (11) consecutive calendar months.

2.25 **Marine Degradable:** Products recognized as "marine degradable" under California state law, Public Resources Code Section 42357, or designed to biodegrade under the marine environmental conditions of aerobic marine waters or anaerobic marine sediments in less than 120 days. Products predominantly made with plastics, either petroleum or biologically based, shall not be considered marine degradable.

2.26 **Mobile Food-Preparation Units (MFPU):** Any vehicle upon which ready-to-eat food is prepared, cooked, wrapped, packaged, or portioned for service, sale or distribution. ([Title 8, Consumer Protection and Business Regulations, Chapter 8.04.310 Public Health Licenses](#)).

2.27 **Organic Waste:** includes, but is not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

2.28 **Parking Lot Operator:** The County's beach parking lot manager.

2.29 **Personal Hang Gliders:** Individuals who engage in hang gliding for personal recreational purposes and are not affiliated with or operating under the concession business outlined in this License. These individuals have expressed interest in using the Glider Port during times when the Licensee's concession business is closed.

2.30 **Portable Building:** A temporary self-supporting structure not exceeding 8 feet in height, 8 feet in width, and 40 feet in length, provided by Licensee during the course of business offering hang gliding recreation and lessons.

2.31 **Premises:** As shown in Appendix C.

2.32 **Sale of Combustible Material:** The License authorizes the sale of firewood by the Licensee at designated premises (Dockweiler Kilgore and Dockweiler Bluff Lot), contingent on strict adherence to all applicable environmental and safety regulations. Full compliance responsibility rests with the Licensee.

2.33 **State:** The State of California.

2.34 **Subcontract:** An agreement by the Licensee to employ a subcontractor to provide services to fulfill this License.

2.35 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Licensee in furtherance of Licensee's performance of this License, at any tier, under oral or written agreement.

**2.36 Trade Fixtures:** The Licensee shall be solely responsible for furnishing and maintaining all necessary appliances, furniture, fixtures, and equipment (hereinafter referred to as “Trade Fixtures”) requisite for conducting the Authorized Activity on the Premises and any other designated areas therein. Trade Fixtures encompass all apparatus, furniture, devices, and equipment indispensable for the Licensee’s operations. The County hereby disclaims any liability or responsibility pertaining to pre-existing or subsequent Trade Fixtures on the property.

### **3.0 AUTHORIZED ACTIVITY/WORK**

- 3.1 Pursuant to the provisions of this License, the Licensee must fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein.
- 3.2 In the event the Licensee provides any tasks, deliverables, goods, services, or other work, other than as specified in this License, the same will be deemed to be a gratuitous effort on the part of the Licensee, and the Licensee will have no claim whatsoever against the County.
- 3.3 The Licensee is hereby authorized to conduct the Authorized Activity, as indicated in the Summary License Provisions, from the Premises and for no other purpose without the expressed written consent of the Director. The Licensee shall provide and maintain all necessary Trade Fixtures on the Premises in conjunction with the Authorized Activity. The County will not be responsible for supplying or maintaining any Trade Fixtures.
- 3.4 Subparagraph 3.4 applies only to licenses for food and beverage sales, from a concession stand. The Director maintains exclusive authority over granting additional permits for the Authorized Activity within the Exclusive Zone, as defined in Section (d) of the Summary License Provisions. However, this License does not limit the Director’s prerogative to grant permits or allow other activities either within or beyond the Exclusive Zone. These activities may include, but are not limited to, installing food and beverage vending machines on the beach; issuing permits or concession agreements for the sale or rental of various beach merchandise such as (without limitation) sunblock, suntan lotion, towels and umbrellas; or granting permits for product and service promotion via sampling. If applicable, the Licensee must consistently maintain a ‘B’ letter grading rating or higher from the Los Angeles County Department of Health Services throughout the entire License duration. Failure to uphold a “B” rating or higher may result in License termination.
- 3.5 Subparagraph 3.5 applies only to the Licenses for Bike and Skate Rentals, the rental of beach merchandise, and Hang Gliding. The privilege granted under this License is exclusive; however, the Director reserves the right to grant permits or concession agreements for activities other than the Authorized Activity within the parking lot where the Premises are located.
  - 3.5.1. Personal Hang Gliding at the Glider Port: Individuals experienced in personal hang gliding (referred to as Personal Hang Gliders) may use the Glider Port for personal recreational hang-gliding during times the Licensee’s concession business is closed. The County and Licensee mutually agree to this use, under the conditions specified. Notwithstanding the exclusivity granted to the Licensee elsewhere in this License, the County retains the exclusive right to the Glider Port on days when the Licensee is closed, specifically to allow County-authorized Personal Hang Gliders access to the Glider Port.

- 3.6 The County does not assume responsibility for protecting the Licensee from illegal vendors in the vicinity of the Premises or Exclusive Zone.
- 3.7 The Licensee acknowledges and agrees that the Licensee's use of the Premises is by License and not by lease, conferring only permission 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 the Exclusive Zone.
- 3.8 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 in accordance with the specific terms of the License.
- 3.9 In engaging in the Authorized Activity from the Premises, the Licensee is acting solely as an independent contractor, with the parties expressly understanding that this is the only relationship that has been or is intended to be established. 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 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.
- 3.10 Authorization for Sale of Combustible Material (Firewood) at Designated Premises: Notwithstanding any provision to the contrary herein, this License expressly permits the Licensee to engage in the sale of combustible material, specifically firewood, solely at the premises designated as Dockweiler Kilgore and Dockweiler Bluff Lot. This permissive use is contingent upon strict adherence by the Licensee to all applicable federal, state, and local environmental and safety regulations governing the sale, distribution, and use of combustible materials. The Licensee shall bear full responsibility for ensuring compliance.

#### **4.0 TERM OF LICENSE**

- 4.1 The term of this License shall be four (4) years, eleven (11) months after execution by the County's Board of Supervisors, unless terminated or extended, in whole or in part, pursuant to the provisions herein.
- 4.2 Upon the expiration of the License, the Licensee shall vacate the Premises. However, in the event a holdover should occur beyond the License term, consented to by the County, either express or implied, such occupancy shall be treated as a month to month only, subject to the terms and conditions of this License, and shall not be a renewal hereof.
- 4.3 During any such holdover period, the rent shall be adjusted in accordance with the method stipulated in Section 6.7 of this License, utilizing the index as described in Section 6.8. This adjustment shall ensure the County's equitable compensation during the holdover period.
- 4.4 The Director has the authority to extend the initial four (4) year and eleven (11) month License Term an additional five (5) one-year periods ("One-Year Option"), for a maximum total License Term of nine (9) years and eleven (11) months.

4.5 Each One-Year Option shall be awarded at the sole discretion of the Director. The County shall monitor Licensee performance history and any such monitoring of performance may be used for a variety of purposes, including determining whether the County will award any One-Year Options.

4.6 If the Licensee wishes to extend the term of the License, then the Department must receive such a request, not later than six (6) months prior to the current expiration date of the License. Failure to submit an extension request in a timely manner may result in said request being denied.

## **5.0 SCOPE OF WORK**

5.1 The Licensee shall provide concession services at County of Los Angeles owned and operated beaches. The Licensee shall provide concession services (Authorized Activity) as specified in this License, which include the following: Concession Stand, Bike & Skate along with Beach Merchandise Rentals, and Hang Gliding. The Licensee is responsible for paying annual rent over throughout the License Term. The Licensee will be expected to comply with county regulations and guidelines for these services as specified in Appendix C and in the attached Exhibits. The County shall provide Licensee the right to conduct the Authorized Activity within the Premises, as defined in this License.

5.2 The Licensee shall execute an efficient and successful concession services operation to achieve the following objectives:

5.2.1. Prepare and serve quality food to visitors at County owned and operated beaches at reasonable prices during the designated days and hours of operation;

5.2.2. Maintain consistently acceptable standards of health and cleanliness for the entire staff;

5.2.3. Maintain clean and sanitary concession facilities, particularly in areas used for food service preparation;

5.2.4. Utilize County-provided resources in a prudent and efficient manner;

5.2.5. Maintain safe and operational equipment utilized for concession services, including Concession Stand, Bike & Skate and Beach Merchandise Rentals, Hang Gliding; and

5.2.6. Comply with License provisions and submit all required records and reports in a timely manner.

## **6.0 RENT**

6.1 The Licensee shall pay the County the annual rent throughout the License Term.

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

6.3 Subparagraph 6.3 applies to licenses for selling food and beverage from a concession stand, rental of bicycles and skates, beach merchandise rentals; and offering hang gliding

equipment rental and lessons. The annual rent for each License Year shall be prorated and paid on 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.

- 6.4 The Licensee acknowledges and agrees that the weighted proration of the rent under Subparagraphs 6.3 is a fair and equitable way for the rent to be paid in consideration of the seasonality (May through September) use of the beach by the public, and the substantial value that is attributed to the License during this period.

6.5 Accepted Methods of Payment

- 6.5.1. Payments may be made via Electronic Funds Transfer (EFT), direct deposit, check, or bank draft. For payments via EFT or direct deposit, the Licensee must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov>. All necessary banking and vendor information, along with any other information required by the Auditor-Controller (A-C), should be provided to process the payment and to comply with all accounting, record keeping, and tax reporting requirements.
- 6.5.2. The monthly payment shall be made by check or bank draft, payable to the Los Angeles County Department of Beaches and Harbors, and mailed to Department of Beaches and Harbors, **Attn: Financial Services Section, 4640 Admiralty Way, Suite 300, Marina del Rey, CA 92092**. The Licensee acknowledges that the County shall have no obligation to issue monthly rental statements, invoices or other demands for payment. The rental payments required herein shall be payable notwithstanding the fact that Licensee has received no such statement, invoice or demand. The Licensee acknowledges that failure to submit the monthly payment may result in additional late fees or penalties, as well as possible termination of the License.
- 6.6 If a monthly payment is not received on or before the due date, a late charge of ten percent (10%) of the payment will be applied and added to the unpaid amount. If the monthly payment is delinquent following written notice for payment, the Director may, at their sole discretion, terminate the License.
- 6.7 The annual rent for the License Year shall be adjusted annually as follows: The Commencement Rent shall be multiplied by a fraction, the numerator of which is the number for the Index published for the third month before the date of adjustment, and the denominator of which is the number for the Index published for the third month before the Effective Date. The County shall compute the new rent in accordance with the provisions herein and inform the Licensee in writing of such new rent. In no event shall the adjustment result in a decrease of annual rent.
- 6.8 The index ("Index") used for determining the annual rent adjustment shall be the United States Department of Labor, Bureau of Labor Statistics, "Consumer Price Index-All Urban Consumers", "Los Angeles-Long Beach-Anaheim, CA", area, "All Items" item, base period 1982-84=100, not seasonally adjusted.



- 6.9 If the Index 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.
- 6.10 In the event the License is terminated for any reason, the Licensee will not be eligible for any monetary reimbursement of rental payments received by the County. This includes any prorated amounts or deposits that may have been paid in advance.

## **7.0 SALES PROCEEDS, COUNTY'S NON-RESPONSIBILITY FOR SALES LOSSES**

The Licensee represents that it has made its own determinations for the profitability and viability of the Concession herein, including without limitation traffic counts of possible patrons and previous sales history, if any, and has not relied on any representations made by the County or its staff or representatives. The County assumes no liability for any sales losses whatsoever caused by the reduction of its staff or public clientele, damages to the Premises, relocation of patron traffic and access, boycotts, strikes, relocation of Premises, or any other reason whatsoever.

## **8.0 SECURITY DEPOSIT**

Before 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. Alternatively, the Licensee may deposit this amount in a bank, which deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan, whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.). This is provided that a certificate of deposit is delivered to the Director, granting the County the sole right to withdraw any or all of said amount during the License Term. Furthermore, upon the expiration of the current certificate of deposit, the Licensee shall to the Director, on or before its expiration, evidence satisfactory to the Director of a new certificate of deposit. The Licensee shall be entitled to any and all interest accruing from the certificate of deposit.

The Security Deposit shall serve as security for the faithful performance of all covenants, promises, and conditions assumed by Licensee herein. It may be applied in satisfaction or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments, liquidated damages, correction of maintenance deficiencies, loss of revenue due to abandonment, vacation, or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations, completion of construction, and payment of mechanic's liens. Applying amounts on deposit in satisfaction or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.

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

The Security Deposit shall be returned to Licensee upon termination of this License, less any amounts that may be withheld there from by the County as heretofore provided.

## 9.0 CONCESSION PREMISES

### 9.1 Overview of Concession Premises and Operations

- 9.1.1. The Licensee acknowledges and agrees that the Authorized Activity may only be exercised from the Premises, as referenced on the Summary License Provisions, and shown on the appropriate page in Appendix C. The use of the Premises under this License shall be subject to all of the limitations set forth in this agreement.
- 9.1.2. The License does not confer any special parking privileges on the Licensee. At the sole discretion of the Director, up to two (2) parking passes will be issued for each Concession Premises adjacent to a County owned and controlled parking lot for vehicular parking while engaged in the Authorized Activity. The Licensee is responsible for ensuring proper use and management of the issued parking passes, including maintaining accurate records of the individuals to whom these passes are allocated. Upon termination of employment or change in the status of any individual allocated a parking pass, the Licensee must ensure the immediate return of the parking pass to the County and report any changes in pass allocation in a timely manner. Any misuse or unauthorized distribution must be reported immediately to the County. Failure to manage and account for the parking passes as required may result in disciplinary actions, including but not limited to the revocation of parking privileges and may be considered a breach of the License terms.
- 9.1.3. The Premises may only 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, or merchandise will require the express written consent of the Director. The Director shall act reasonably on such requests, considering whether it is in the best interest of the County, the safety of the items, whether they are customarily offered for sale or rent in connection with the Authorized Activity, and whether the sale or rental of such items is not prohibited by applicable federal, state and local statutes, laws and regulations. The Director's consent may be conditioned upon the payment of additional rent or other considerations.
- 9.1.4. The Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition affects the conduct of the Authorized Activity. The Licensee accepts the Premises and Exclusive Zone, if applicable, in their present physical condition, and the Licensee agrees to make no demands upon the County for any improvement to or alteration of the Premises, Trade Fixtures, or Exclusive Zone. The Licensee is solely responsible for any trade fixtures, improvements, or alterations needed for the conduct of the Authorized Activity.
- 9.1.5. The Licensee acknowledges the title of the County, and/or any other public agencies having jurisdiction, 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 promises never to assail, contest, or resist said title and/or control, nor to assist any other person or entity in engaging in such activity.



- 9.1.6. The Licensee shall make no alterations to the Premises or construct any improvements on the Premises except as specifically provided for in the License.
- 9.1.7. 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 due to 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.
- 9.1.8. Subparagraph 9.1.8 is only applicable to Licenses offering hang gliding equipment rental and lessons. The Licensee may install a temporary Portable Building on the Premises during the course of conducting the Authorized Activity. However, the Portable Building must be installed at the Licensee's sole expense and only after Licensee's procurement of all the necessary approvals for the installation and compliance with all the applicable federal, state and local statutes, laws and regulations. Furthermore, the Licensee must have all customers read and sign a waiver of liability, assumption of risk, and indemnity agreement before offering equipment rental or lessons. This agreement must be submitted and approved by the Director. See Appendix D – Form 14, "Waiver of Liability, Assumption of Risk, and Indemnity Agreement", for an example of said agreement.

## 9.2 Construction By County Affecting Premises

- 9.2.1. If the County constructs a new facility for the Concession or causes such construction, this License shall continue in full force and effect. However, the Licensee may receive an abatement of payment to the extent that the County determines the construction activity interferes with the Concession. To be considered for rent abatements, construction activity must significantly interfere with the continuous operation of the Premises and must prevent the Licensee from conducting the Authorized Activity. Abatements will not be granted for construction activity that does not cause substantial interference with the continuous operation of the Concession Premises. This includes but is not limited to: maintenance or repair of the Premises not resulting in a closure of concession business exceeding fourteen (14) days, infrastructure or utility maintenance (including repair and/or replacement), and the construction of facilities or premises adjacent to and/or near Concession Premises. Claims for abatement of rent must be in writing, accompanied by supporting documentation or evidence. All claims must be filed with the Department within ninety (90) days of the commencement of the construction.
- 9.2.2. The Licensee agrees to cooperate with the County if the construction affects the Concession Premises by vacating and removing all items of inventory, trade fixtures, portable buildings, equipment, and furnishings for such periods as required by the construction of the new facilities. The Licensee further agrees to cooperate in the determination of the rent abatement or other relief providing all requested information regarding the Concession and allowing examination and audit of all accounting records kept in connection with the Authorized Activity.
- 9.2.3. The Licensee agrees to accept as the sole remedy provided under this Paragraph 9.2 and waives any or all other rights and remedies for relief or compensation that

may be available at the time of claim or provided under the laws of this state, should the County's construction on the Concession Premises substantially interfere with Licensee's use of the Concession Premises or operation of business.

### 9.3 Destruction of Concession Premises

- 9.3.1. Should the Concession Premises be wholly or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder, or other casualties, the County shall have the discretion to either restore the Premises or terminate this License.
- 9.3.2. If the County chooses to restore the Premises, this License shall remain in full force and effect. However, the payments to be made by the Licensee shall be abated or other relief afforded to the extent that the County determines the amount of damage caused by such restoration.
- 9.3.3. The Licensee agrees to cooperate with the County in the restoration of the Concession Premises by vacating all items of inventory, trade fixture, portable buildings, equipment, and furnishings for such periods as required for the restoration. The Licensee further agrees to cooperate in the determination of rent abatement and/or other relief by providing all information requested by the County and allowing of all accounting records kept in connection with the Authorized Activity.
- 9.3.4. The Licensee agrees to accept as the sole remedy provided under Subparagraph 9.3 and waives any or all other rights and remedies for relief or compensation that may be available at the time of claim or provided hereafter under the laws of this state in the event of partial or total destruction of the Concession Premises.

### 9.4 Licenses, Permits, Registration and Certificates

- 9.4.1. The Licensee shall obtain and maintain all licenses, permits, registrations, and certificates required by law and applicable to the performance of this agreement during the term of the License. Failure to obtain or maintain the required licenses, permits, registrations, and certificates may result in penalties as outlined in this agreement, including but not limited to termination of this License.
- 9.4.2. Furthermore, the Licensee will ensure all of its officers, employees, and agents who perform services hereunder obtain and maintain all required licenses, permits, registrations, and certificates applicable to their performance of services hereunder. The Licensee shall furnish copies of all such licenses, permits, registrations, and certificates to the Director upon request. The Licensee is also required to notify the Director immediately upon the loss, expiration, or revocation of any such license, permit, registration, or certificate.

### 9.5 Right of Entry

- 9.5.1. Any officer or employee of the County may enter upon the Concession Premises at any time without prior notice to perform necessary inspections, maintenance, or repairs, or ensure the Licensee is complying with the terms and conditions of this

agreement or for any other purpose incidental to the County's rights. The County shall make reasonable efforts to minimize disruptions to the Licensee's operations during such entries.

- 9.5.2. If the Concession operations are abandoned, vacated, or discontinued for more than 15 days when the business is required to open under the License, the Licensee irrevocably appoints the County as an agent for continuing operation of the Concession. This appointment allows the County's officers and employees to: (1) take possession of the Concession Premises, including all improvements, equipment, and inventory; (2) remove any and all persons or property on the Premises and place any such property in storage at the expense of Licensee; (3) sublease or license the Premises; and (4) after payment of all expenses of such subleasing or licensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this License.
- 9.5.3. Entry by the officers and employees of the County upon the Concession Premises for the purpose of exercising the authority conferred herein shall be without prejudice to the County's exercise of any other remedies provided under this License or other applicable laws and regulations. The Licensee acknowledges that such entry does not constitute an eviction or a breach of this License and will not relieve the Licensee of any obligations under this License.

## 9.6 Exterior Storage Containers

- 9.6.1. Permit Requirement: The Licensee must not place any exterior storage containers, regardless of size, alongside or near the Concession building without first obtaining a right-of-entry permit from the County.
- 9.6.2. Approval Process: Requests to place storage containers must include detailed information about their size, location, and intended use. This information must be submitted to and approved in writing by the County before any container is placed.
- 9.6.3. Coastal Approval: For containers located on the beach or in coastal areas, the Licensee must obtain necessary approvals from the California Coastal Commission or other relevant authorities.
- 9.6.4. Compliance and Penalties: Failure to adhere to these requirements may result in penalties, including but not limited to the forced removal of the containers at the Licensee's expense and potential termination of the License.

## 10.0 EASEMENTS

The County reserves the right to establish, grant or utilize easements or right-of-way over, under, along, or across the Premises for utilities and/or public access. The County shall exercise these rights in a manner that will minimize the interference with the operations of the Licensee. Should the establishment of such easements permanently deprive Licensee of the use of a portion of the Premises, an abatement of payments shall be provided in accordance with the terms of Sections 9.2 and 9.3 of this License.

## **11.0 MAINTENANCE / DEMAND FOR REIMBURSEMENT**

### **11.1 County's Responsibilities**

- 11.1.1. Scope: The County shall keep in good order, condition, and repair the foundations, exterior walls, structural condition of interior bearing walls, and roof servicing the Premises.
- 11.1.2. Exclusions: The County shall not be obligated to pressure wash, paint the exterior or interior surface of exterior walls, nor maintain, repair, or replace windows, doors, security shutters, and door frames of the Premises.

### **11.2 Licensee's Responsibilities**

- 11.2.1. General Maintenance: At its own cost and expense, the Licensee shall maintain the interior of the Premises, all trade fixtures furnished by the Licensee, as well as any equipment, facilities, or installations used for the operation of the concession stand. This includes, but is not limited to, plumbing, HVAC, electrical systems, light fixtures, windows, doors, flooring, and ceilings.
- 11.2.2. Special Equipment: The Licensee shall be responsible for the regular maintenance and servicing of any specialized equipment, such as grease traps and refrigeration units, used in the operation of the concession stand.
- 11.2.3. Emergency and Unsafe Conditions: The Licensee shall promptly notify the County of any unsafe conditions and shall take immediate remedial action, including making any necessary repairs.
- 11.2.4. Timeliness: All maintenance and repair activities by the Licensee must commence within thirty (30) days of identifying the need and must be diligently pursued to completion. Emergency repairs must be commenced immediately upon identification of the issue.
- 11.2.5. Mechanical Systems: The Licensee is responsible for the maintenance of all mechanical systems within the Premises, including HVAC systems. However, the County reserves the right to replace HVAC systems if it deems such replacement financially prudent.

### **11.3 Service Contracts**

- 11.3.1. Licensee Obligations: Licensee shall, at its own expense, procure and maintain service contracts, with copies to the County, for the maintenance of specialized equipment, and for any other services as may be required by County codes or regulations.

### **11.4 Remedies and Reimbursement**

- 11.4.1. County's Right to Cure: Should the Licensee fail to meet its maintenance and repair obligations, the County reserves the right to perform the necessary work.

- 11.4.2. Costs and Notices: If the County elects to cure any default, the Licensee shall reimburse the County for actual costs, including labor, materials, and equipment, upon receipt of prior written notice detailing the nature, scope, and estimated costs of the work.
- 11.4.3. Any reimbursement required from the Licensee shall be considered as rent, as defined under Section 6 of this License. Reimbursement will first be applied against the Licensee's Security Deposit and thereafter as additional rent due and payable.
- 11.5 Compliance and Laws
  - 11.5.1. All maintenance and repairs must be conducted in accordance with applicable laws, regulations, and codes.
- 11.6 Access for Repairs
  - 11.6.1. The County shall provide reasonable notice to the Licensee for any entry into the Premises for the purpose of making necessary inspections or repairs.
- 11.7 Quality of Repairs
  - 11.7.1. All repairs and maintenance performed by the Licensee shall meet or exceed industry standards.
- 11.8 Notification Procedures
  - 11.8.1. The Licensee shall notify the County's Project Manager through email and follow up with a phone call within two weeks for non-emergency repairs. Emergency notifications should be made immediately via phone call to the Operational Services Division and County's Project Manager.
- 11.9 Environmental Hazards
  - 11.9.1. The Licensee shall adhere to environmental regulations and handle any waste or hazardous materials in a manner that complies with local, state, and federal laws.
  - 11.9.2. Grease and Oil Disposal: The Licensee must ensure the proper disposal of grease and used cooking oil in accordance with environmental health regulations. Adequate measures must be taken to prevent spills and leaks that could lead to ground or water contamination. Disposal records should be maintained and made available for inspection by the County upon request.
- 11.10 Termination
  - 11.10.1. Failure to meet maintenance responsibilities as outlined in this Section may result in termination as described in this License.

## 11.11 County's Right to Approve Repairs

- 11.11.1. Prior Approval: Before undertaking any significant maintenance, repairs, or alterations that impact the structural integrity of the Premises, the utility systems, or any installations that are permanently attached to the Premises, the Licensee must obtain prior written approval from the County.
- 11.11.2. Submission of Plans: For any repairs or maintenance requiring County approval, the Licensee shall submit detailed plans, including scope, materials to be used, estimated costs, and timeline, to the County's Project Manager for review and approval.
- 11.11.3. Review Time: The County shall review the plans within a reasonable time, not exceeding thirty (30) business days from the date of submission, and shall either approve, reject, or request modifications to the proposed plans.
- 11.11.4. Failure to Obtain Approval: Failure to obtain the County's prior written approval for maintenance, repairs, or alterations that require such approval shall be considered a material breach of this License and may result in penalties as described in other sections of this License, up to and including termination.
- 11.11.5. Emergency Repairs: For emergency repairs that may compromise the safety or operability of the Premises, the Licensee may proceed with immediate remedial action but must notify the County's Project Manager as soon as reasonably possible, and no later than 24 hours after commencing such emergency repairs. The Licensee shall provide the County with documentation detailing the nature of the emergency, the work performed, and the associated costs, for post facto review and approval by the County.

## 12.0 LICENSEE'S OPERATING RESPONSIBILITIES

### 12.1 Hours/Day of Work

The Licensee may choose to operate its concession services year-round. However, it is mandated to be open from Memorial Day Weekend through Labor Day Weekend during the License Term. This includes operating on County recognized holidays such as Memorial Day, Juneteenth Day, Independence Day, and Labor Day. Exceptions are permitted only under circumstances beyond the Licensee's control, including but not limited to fire, earthquake, flood, storm, war, riot insurrection, or other similar event that impede the Licensee from engaging in the Authorized Activity from the Premises. The minimum required operational daily hours during this period of time shall be from 10 A.M. to 5 P.M. Director reserves the right or change the mandatory operational days and hours as the Director deems appropriate.

Department staff will conduct periodic checks to ensure that Licensees are in compliance with days and hours of operation guidelines. Failure to comply with minimum daily hours of operation requirement shall be considered an event of default under this License.

## 12.2 Work Schedules

The Licensee shall submit for review and approval a work schedule for each facility to the County Contract Project Manager within ten (10) days after the license award. These work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and their frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

The Licensee shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Contract Project Manager for review and approval within ten (10) working days before the scheduled work time.

## 12.3 Licenses, Permits, Registration and Certificates

Licensee shall obtain and maintain in effect during the term of the License all licenses, permits, registrations, and certificates, if any, required by law that are applicable to the performance of this License.

The Licensee shall also ensure that all of its officers, employees and agents who perform services under this agreement obtain and maintain in effect during the term of this License all licenses, permits, registrations and certificates required by law and applicable to their performance of services hereunder. For specific requirements, Licensee is advised to consult with the Department of Public Health, Treasurer-Tax Collector, and other relevant entities as necessary.

## 12.4 Materials and Equipment

The Licensee is responsible for purchasing all materials/equipment needed to provide the services and for maintaining all necessary appliances, furniture, fixtures, and equipment requisite for conducting the Authorized Activity on the Premises and any other designated areas therein. Trade Fixtures encompass all apparatus, furniture, devices, and equipment indispensable for the Licensee's operations. The Licensee should use materials and equipment that are environmentally safe and safe for employee use.

## 12.5 Non-Interference

The Licensee shall not interfere with the public's use of the public facilities where the Concession is located.

## 12.6 Programmed Events

The Licensee shall not promote or sponsor private or public events which require the use of Premises without obtaining a prior written approval from the Director. However, this provision shall not prohibit the Licensee from advertising or encouraging public use of the Premises.



## 12.7 Safety

The Licensee shall immediately correct any unsafe conditions at the Premises and cease any unsafe practices. The Licensee shall obtain emergency medical care for any member of the public in need due to illness or injury occurring on the Premises. The Licensee shall cooperate fully with the County in the investigation of any accidental injuries or deaths occurring on the Premises, and must promptly report such incidents to the Director.

## 12.8 Sanitation

- 12.8.1. The Licensee shall maintain the Premises and the area within a fifty (50) foot radius of the Premises clean and free from offensive matter, refuse, or any material detrimental to public health. Cleaning, to be performed no less than once per day during obligatory operating hours, includes sweeping, and when approved by the Department in writing, hosing, and power cleaning of exterior surfaces. The Licensee shall take measures to prevent any accumulation of matter, refuse, or substances. All equipment, both small (e.g., beverage dispensers, coffeemakers, serving equipment, tray carts, utility carts) and large (e.g., walk-in and reach-in refrigerators, steam kettles, steamers, large ovens, hoods, freezers, icemakers, vents, warmers) shall be washed and sanitized regularly by the Licensee.
- 12.8.2. The Licensee shall not permit or allow any offensive matter, refuse, or substance, containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, to remain on the Premises. The Licensee shall keep the kitchen, dish room, equipment, and materials located thereon in good and sanitary condition, free from rubbish, refuse, food scraps, garbage, dust, dirt, flies, and other insects, rodents, and vermin.
- 12.8.3. The Licensee shall arrange, at Licensee's own expense, for pick-up of trash and garbage from trash areas on the Premises. The Licensee shall provide proof of a waste removal contract or trash bin service receipts to the Director upon request. The Licensee shall furnish trash receptacles and have them emptied as frequently as necessary. All trash must be placed inside of the cans with lids in a closed position. The Licensee is expressly prohibited from utilizing County trash services for the disposal of concession waste. The Licensee shall be responsible for cleaning trash cans and providing trash can-liners. Licensee shall provide, at Licensee's own expense, both a trash bin for refuse removal and a separate means of removal of cooking oil from the Premises, subject to Director's approval.
- 12.8.4. All apparatus, appliances, utensils, devices, equipment and piping used by Licensee must be constructed to facilitate cleaning and inspection, and must be thoroughly and properly cleaned after each period of use with hot water and suitable soap, detergents, and sterilizing agents. This includes trays, dishes, china, crockery, glassware, cutlery, and such equipment, which must be cleaned immediately after use and kept clean until reused. All such cleaning must be in conformance with and subject to the California Health and Safety Code and applicable regulations as enforced by the Department of Public Health.



- 12.8.5. The Licensee is responsible for cleaning up all food and beverage spills on the Concession floors. During the hours of operation, the Licensee must continuously monitor and correct spills in the Premises.
- 12.8.6. The Licensee must provide and pay for regular fumigation service at the Premises.
- 12.8.7. The Licensee must maintain a letter grade rating of "B" or higher as determined by the Los Angeles County Public Health Department. The Licensee must meet County health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Licensee is responsible for keeping the Premises (cafeteria, storage rooms, trash area, including any walls facing or common to Concession services work areas and other areas occupied by the Licensee) clean and in a sanitary condition at all times.
- 12.8.8. The Licensee must provide laundry services for such as hot pads, aprons, rags for cleaning, mop heads, tablecloths, napkins, and dish towels.
- 12.8.9. The Licensee must provide housekeeping services for walls, ceilings, windows, sweeping, vacuuming, scrubbing and stripping the cafeteria floors, and dining area of the Premises. The Licensee must provide the equipment cleaning and other services as described herein.
- 12.8.10. The Licensee is responsible for the scrubbing of Premises floors on a quarterly basis, or more frequently as requested by the Department.

## 12.9 Security

### 12.9.1. Security Devices

Licensee may provide any legal devices, installations, or equipment designated for the purpose of protecting the premises from theft, burglary or vandalism, provided written approval for the installation of such devices is first approved by the Director. All purchases and installations thereof shall be at the Licensee's expense and shall be the sole responsibility of Licensee. This includes video surveillance systems, enhanced lighting, alarm systems, and any electronic access control systems that must adhere to County standards and privacy regulations. The Licensee shall furnish the Department, at the Licensee's expense, two (2) sets of keys, keycards or other items and/or codes to allow unrestricted access to the Premises by Department staff within twenty-four (24) hours after any security device on the Premises is altered.

### 12.9.2. Key Management and Security Compliance

The Licensee shall establish and implement methods of ensuring that keys issued by the County to the Licensee are neither lost nor misplaced and are not used by unauthorized persons. No keys shall be duplicated without written authorization from the Department. The Licensee shall develop procedures ensuring adequate key control and provide the County with a list of all personnel who have been issued keys. The Licensee must also ensure the security of any digital data and adhere to applicable data protection laws.

#### 12.9.3. Emergency Procedures

The Licensee is required to establish and maintain emergency response protocols for security-related incidents, which must be approved by the Director and practiced regularly with the staff.

#### 12.9.4. Access Control and Restricted Entry

Licensee shall prohibit the use of keys by any persons other than its designated employees. Licensee shall prohibit the opening of locked areas by its employees to permit entrance of persons other than the Licensee's employees engaged in the performance of assigned work in those areas.

#### 12.9.5. Lost Keys

The Licensee shall immediately report any lost key to the County and take immediate steps to mitigate any security risks posed by the loss.

#### 12.9.6. Lock Replacement

The County may, at its sole discretion, require the Licensee to replace locks, re-key locks, or reimburse the County for the replacement or re-keying of locks if Licensee loses an associated key. This includes covering the costs for any emergency lock changes required due to security breaches.

### 12.10 Signs

#### 12.10.1. Approval and Review

The Licensee shall not post signs or advertising matter upon the Premises or improvements thereon or adjacent areas, without prior written approval from the Director. All proposed exterior advertisements, menu boards, and similar signage must be submitted to the Director for review before installation, including detailed descriptions of the installation methods and materials.

#### 12.10.2. Installation Application and Authorization

The Licensee must obtain authorization for the installation application from the building complex manager. This ensures that proposed installation methods do not damage the building structure. The use of methods like concrete nails or others that could cause damage is strictly prohibited.

#### 12.10.3. Expense and Responsibility

The Licensee is responsible for all costs associated with the authorized sign installations. The Licensee must also repair any damage caused by the installation or removal of signs, ensuring such repairs meet the satisfaction of the County.

#### 12.10.4. Compliance with Guidelines

All signage and advertising materials must comply with applicable County guidelines, aesthetic standards, and safety regulations.

### 12.11 Trade Fixtures and Equipment

#### 12.11.1. Provision and Maintenance of Trade Fixtures and Equipment

The Licensee shall provide, install, maintain, and repair all trade fixtures and equipment necessary for the operation at its own expense. The County will not supply any trade fixtures or equipment for the Licensee's use. Any existing trade fixtures or equipment previously provided by the County shall be returned or become the sole responsibility of the Licensee for maintenance and repair.

#### 12.11.2. Inventory of Licensee-Owned Fixtures and Equipment

The Licensee shall provide the Department with a list of Licensee-owned trade fixtures and equipment to be located on the Premises within ten (10) days after the commencement date of this License. This list shall be updated as required and resubmitted to Department promptly.

#### 12.11.3. Supply of Additional Operational Items

Any additional supplies needed for the operation of the concession, including but not limited to flatware, dishes, trays, glasses, cooking utensils, employee uniforms, condiments dispensers, and decorative items, shall be provided by the Licensee at its own expense. The proper operation of the concession and the necessity of additional supplies shall be determined by the Director.

#### 12.11.4. Handling of Equipment Costs upon License Termination

If the event the License is terminated for convenience pursuant to Paragraph 18.43, "Termination for Convenience", any related equipment costs shall be borne by the Licensee as follows:

- Leased Equipment - the Licensee shall be responsible for all early termination charges specified in the Licensee's equipment lease.
- Purchased Equipment - the Licensee shall bear the cost of such equipment, less any accumulated depreciation.

### 12.12 Utilities and Waste Management

#### 12.12.1. Utilities Provision and Costs

The Licensee shall provide and pay for all necessary utilities, including but not limited to the installation and cost for hook-up, covering services such telephone and electricity. The Licensee must establish all utility accounts in their name prior to commencing operations and provide the County with proof of these accounts, such as a copy of the account setup confirmation or the first months' utility bill.

#### 12.12.2. Telephone Service

The Licensee shall provide telephone instruments and service for its operation, ensuring that the telephone number shall be registered in the name of the Licensee and shall not be transferable to any other location.

#### 12.12.3. Waiver of Liability for Utility Failures

The Licensee waives any and all claims against County for compensation for loss or damage caused by any defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Premises.

#### 12.12.4. Air Conditioning and Cooling System Maintenance

It is the Licensee's responsibility to maintain any air conditioning or swamp cooler systems needed for their operations, including all related costs for maintenance and energy consumption.

#### 12.12.5. Waste Management and Disposal

The Licensee shall arrange and finance the pick-up of trash and garbage from the Premises at their own expense. This includes providing proof of a waste removal contract or trash bin service receipts to the Director as required. The Licensee is responsible for furnishing trash receptacles and ensuring their regular emptying. The use of County trash services for disposing of concession waste is strictly prohibited.

#### 12.12.6. Proof of Utilities Registration and Compliance Checks

The Licensee is required to submit proof of utility registration in their name as part of the pre-operational checklist. Failure to provide this proof by the specified deadline may result in penalties or a delay in the concession's operation commencement. The County will conduct regular checks to ensure ongoing compliance with this requirement.

### 12.13 Concession Premises Rules

Employees or agents of the Licensee are subject to the following rules governing the Premises:

#### 12.13.1. Disorderly Persons

The Licensee agrees not to allow any loud, boisterous, or disorderly persons to loiter about the Premises.

#### 12.13.2. Habitation

The Premises shall not be used for human habitation.

#### 12.13.3. Illegal Activities

The Licensee shall not permit any illegal activities to be conducted on the Premises.

#### 12.13.4. Visitors

Employees of the Licensee may not bring visitors into the Premises, nor may they bring any type of weapons or unlawful goods.

#### 12.13.5. Alcoholic Beverages, Illegal Drugs

The use or possession of alcoholic beverages or illegal drugs by Concessionaire staff while at County facilities is strictly forbidden. Any violation shall be cause for immediate removal of the offenders from further work at the facility.

#### 12.13.6. Smoking

Smoking is prohibited in County buildings and is restricted to appropriate outside areas.

#### 12.13.7. Employee Training

The Licensee is responsible for training its staff on these rules before they commence work on the Premises.

#### 12.13.8. Monitoring Compliance

The Licensee is responsible for regular monitoring to ensure ongoing compliance with these rules. Monitoring may include, but is not limited to, random checks, sign-in sheets, or regular briefings.

#### 12.13.9. Record-Keeping

The Licensee shall maintain a record of any incidents, actions taken, or corrective measures applied in relation to violations of these rules.

#### 12.13.10. Confidentiality and Data Protection

The Licensee shall adhere to any applicable laws and County policies concerning the handling of confidential or personal information.

The Licensee is responsible for instructing its staff on the rules applicable to the Premises and shall take immediate corrective action upon receipt of written and/or verbal notice from the County that:

#### 12.13.11. Violation of Rules

An employee of the Licensee has violated these rules.

#### 12.13.12. Adverse Effects on Service

The actions of such employee could adversely affect the delivery of services. If the County determines the corrective action taken by the Licensee is not sufficient, the Licensee shall remove or suspend such employee from the provisions of services hereunder or take such other action as requested by the County.

#### 12.13.13. Parking Pass Management

In the event of termination of employment of any employee or agent of the Licensee who has been issued a parking pass, it is the responsibility of the Licensee to ensure the immediate return of the parking pass to the County. Failure to ensure timely return of parking passes may result in the revocation of parking privileges for the Licensee. The Licensee shall implement effective management and tracking mechanisms to maintain accountability for all parking passes issued.

### **13.0 INVENTORY AND MERCHANDISE, MENU, PRICING AND POSTING, PAYMENT, AMENDMENTS**

#### 13.1 Inventory and Merchandise

- 13.1.1. Licensee shall maintain an adequate inventory of merchandise, goods, supplies, and food sufficient to meet the demands of the public for the items that may be offered for sale from the Premises. All food and beverages sold or stored for sale by Licensee shall be first-class in quality, wholesome and pure, and shall comply with Federal, State and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or stored for sale by Licensee. (See Paragraph 14, "Quality of Goods and Services – Removal".)
- 13.1.2. Licensee shall promptly remove from sale any item of merchandise deemed objectionable to the public, as determined by the Director, upon receipt of written directive from the Director for its removal.
- 13.1.3. Merchandise kept on hand by Licensee shall be stored and managed with due regard for sanitation and safety.
- 13.1.4. Licensee is responsible for the daily upkeep of the Premises, including any walls adjacent to or shared with Concession Services work areas up to six (6) feet in height. Such areas shall be maintained clean and in a sanitary condition to prevent any infestation by vermin.
- 13.1.5. All food items shall be delivered or served within temperature ranges mandated by industry standards and applicable health and safety rules and regulations.

### 13.2 Menu - Selection (Food Products) and Removal

The Department may direct Licensee to modify or remove certain types of food products (merchandise) sold from the Concession. Upon receipt of such directive, Licensee shall effectuate the requested change within twenty-four (24) hours.

### 13.3 Menus, Healthy Food Choices, Nutritional Information

Subparagraph 13.3 is only exclusively applicable to licenses for selling food and beverage from a Concession Stand.

The Licensee must prepare and implement menus for concession operations, where applicable. These menus must include healthy food and beverage choices as specified in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Menus shall be delivered to the Department within two (2) business days upon request by the Los Angeles County Department of Public Health (DPH).

In collaboration with the Los Angeles County Department of Public Health, the Licensee is required to submit nutritional analysis of all entree items to the Department of Beaches and Harbors to verify compliance with the nutrition standards outlined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

The menu should include at least two entrées that adhere the Concession Nutrition Standards as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Additionally, at least one entrée (not meeting the Concession Nutrition Standards as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages)) shall be offered in a reduced-size portion at a lower price. (Reduced-size portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.)

It is recommended that at least one vegetarian entrée be offered.

Fresh fruit and vegetable options must be included in the menu, as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Recommend entrées, when applicable, be prepared or served with whole grains, as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Combination meals shall offer, as an alternative, bottled water as a beverage option and fresh fruit or a non-fried vegetable item prepared without fat or oil as a side option. (Combination meals consist of an entrée plus a side option and/or beverage.)

When fresh or pre-packaged salads are offered, at least two healthy salad dressing options shall be offered, as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Recommend utilizing low fat food preparation methods. (Low fat food preparation methods include broiling, grilling, baking, poaching, roasting and steaming.)

At least 50% of beverages on the menu, including fountain drinks and in beverage cases, if applicable, and 50% of snack/dessert items offered on the menu shall meet Concession Nutrition Standards as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Bottled water must be available as a beverage option.

Licensee shall provide access to fresh tap water, with ice optional.

Licensee shall comply with all nutrition guidelines outlined in this License.

Licensee shall commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) recommendations within 12 months of License commencement in consultation with Department of Public Health (DPH) staff. The Licensee should work with DPH staff towards the development of sodium standards for individual food categories (e.g., grains, meats, etc.) within the defined timeline.

Healthy menu items shall be clearly indicated on all menus. Recommend using symbols added to the menu to identify items that feature local produce or vegetarian menu items, when applicable.

Licensee, in consultation with DPH, must prominently display Choose Health LA signage, if permitted, that promotes healthy food and beverage options made available by the Licensee. Signage shall be provided by DPH, at no cost to Licensee.

Signage indicating availability of fresh tap water, with ice optional, shall be placed at fountain drink machine or other location, if permitted.

Menus shall identify reduced-size portion entrée options and combination meals with the alternative option to select bottled water and a non-fried vegetable or fruit as a side item.

If applicable, healthy option items as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages) should be positioned prominently in the concession/cafe and be easily accessible for customers.

If applicable, candy bars, cookies, chips and sugar-sweetened beverages shall be removed from checkout register area or at point-of-purchase. (Sugar-sweetened beverages include all sodas, fruit drinks, sport drinks, low-calorie drinks and other beverages that contain added caloric sweeteners, such as sweetened tea, rice drinks, bean beverages, sugar cane beverages and nonalcoholic wines.)

The prices of healthy entrées, snacks/desserts and beverages, as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages) shall not exceed the price of other comparable menu choices.

DPH may periodically monitor the Agreement to ensure the Licensee's compliance with the Concession Nutrition Standards.



Monthly gross receipts and disbursement records, as defined in Subparagraph 18.39 “Accounting Records (Retention / Inspection)”, on a quarterly basis, shall be delivered to DPH within two business days, upon request.

Failure to comply with the Concession Nutrition Standards may, in the department’s sole discretion, constitute a breach of this License.

Licensee may contact the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email: [chronic\\_disease@ph.lacounty.gov](mailto:chronic_disease@ph.lacounty.gov) for information and guidance on the nutrition standards and product compliance.

#### 13.4 Pricing and Posting

The Licensee is required to maintain a comprehensive listing of prices for all products or services, or combinations thereof, available to the public from the Premises at all times. Pricing shall be fair and reasonable based upon the following considerations:

- The concession’s purpose is to serve the public and employees with goods and/or services at a reasonable cost;
- Prices should compare reasonably with similar goods and/or services available in the area surrounding the Premises, although prices may vary based on location; and,
- A fair profit margin, taking into account the cost of executing the Authorized Activity from the Premises pursuant to the obligations stipulated in the License.

If the County deems the prices being charged are not reasonable or fair, the Licensee is permitted to discuss the issue with the Director and provide justifications for the prices. After a proper discussion on the matter, the Licensee is expected to implement the price adjustments as directed by the Director. If the Licensee appeals the Director’s decision, they must comply with the Director’s price adjustment instruction while waiting for the final resolution of the appeal by the Board.

The prices for every item sold from the Concession must be clearly displayed to the satisfaction of the County.

##### Additional Provisions

- **Price Updates:** The Licensee is required to update their price list at least quarterly. Any such updates must be communicated to the County two weeks prior to the effective date.
- **Seasonal Pricing:** Seasonal pricing is permitted but must be clearly indicated on the pricing list and may not exceed a predetermined percentage of variance as determined by the County.
- **Notification of Price Changes:** If prices are to be changed in excess of 10% within a six-month period, prior written approval from the County is required.

- **Consumer Feedback:** The Licensee must maintain a mechanism for collecting consumer feedback on pricing and report a summarized version to the County annually or upon request.
- **Discount Policies:** Licensee may offer discounts for groups, families, or other special cases as long as these are clearly displayed and communicated to the public.
- **Quality and Price Relation:** Products and services that are priced at a premium should meet or exceed corresponding quality expectations as determined by County guidelines.
- **Audit Rights:** The County reserves the right to conduct audits or inspections of the Licensee's pricing records to ensure adherence to the provisions of this section.

### 13.5 Payment – Point of Sale Machines

The Licensee shall provide a Point-of-Sale Machine (POS) to facilitate customer payments. Any limitations on cashback options shall be at the discretion of the Licensee.

### 14.0 **QUALITY OF GOODS AND SERVICES – REMOVAL**

If the County determines that any merchandise, and/or food products are inadequate, the County reserves the right to demand the improvement of the quality of any such items kept or offered for sale. The Licensee shall be required to promptly remove or withdraw from sale any goods or services deemed objectionable by the public or the County, following receipt of written notification thereof.

#### QUALITY CONTROL

The Licensee is obligated to establish and utilize a comprehensive quality control plan to assure the County of a consistently high level of service throughout the License term. This plan, upon the County's request, must be submitted to the Contractor's Project Manager for review and approval. The plan shall include, but may not be limited to the following:

- A method of monitoring to ensure License requirements are being met;
- A record of all inspections conducted by the Licensee, any corrective actions taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. This Licensee must provide this information to the County upon request.

#### Contract Discrepancy Report (Exhibit D)

Verbal notification of a License discrepancy should be communicated to the Contractor's Project Manager as soon as possible whenever a License discrepancy is identified. The problem shall be resolved within a mutually agreed time frame between the County and the Licensee.

The County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Licensee is required to respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. The Licensee must also submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within five (5) workdays.

#### County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this License at any time during normal business hours. However, these personnel shall not unreasonably interfere with the Licensee's performance.

### 15.0 **ADMINISTRATION OF LICENSE – COUNTY**

#### 15.1 County's Project Manager

15.1.1. The County's Project Manager, as designated in Exhibit B (County's Administration), shall serve as the primary point of contact for the License. The County will issue a notice to the Licensee in the event of any changes in the Project Manager's contact details or assignment.

15.1.2. Responsibilities of the County's Project Manager include, but are not limited to:

15.1.3. Conducting regular meetings with the Contractor's Project Manager to review compliance with the License terms and conditions.

15.1.4. Performing inspections and oversight of the Licensee's operations, including tasks, deliverables, goods, services, or any other work associated with the License.

15.1.5. The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this License and is not authorized to further obligate County in any respect whatsoever.

### 16.0 **ADMINISTRATION OF LICENSE– LICENSEE**

#### 16.1 Licensee's/Contractor's Project Manager

16.1.1. The Contractor's Project Manager is designated in Exhibit C (Contractor's Administration) and is responsible for the overall management and administration of the Licensee's obligations under this License. The Licensee must promptly notify the County in writing of any changes in the Project Manager's name or contact details.

16.1.2. The Contractor's Project Manager is accountable for overseeing the Licensee's routine activities related to this License, ensuring compliance with all terms and conditions.

16.1.3. Licensee shall, if not acting personally, designate one member of the staff as the Concession Manager with whom County may deal on a daily basis. Any person selected by Licensee as Concession Manager shall be skilled in the management of business similar to the Concession and shall be subject to the approval by the County. The Concession Manager shall be fully familiar with the Concession, acquainted with the terms and conditions prescribed therefore by the License Agreement; and authorized to act in the day-to-day operation thereof. They also shall devote substantial time and attention to conducting the Authorized Activity from the Premises.

## **17.0 CONCESSIONAIRE'S STAFF AND EMPLOYMENT PRACTICES**

### **17.1 Staffing Resources – Level/Experience**

Licensee shall maintain an adequate and proper staff. The County may, at any time, give Licensee written notice of the fact that the conduct or actions of a designated employee of Concessionaire is, in the reasonable belief of the County, detrimental to the interests of the public patronizing the Concession Premises. Licensee will meet with representatives of the County to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstances to assure the County that the conduct and activities of Concessionaire's employee will not be detrimental to the interest of the public patronizing the Concession Premises.

Persons employed by Concessionaire under the License shall be competent, trustworthy and well qualified for their work.

Licensee shall submit to the County a roster of employees who are required to enter Concession Premises. The roster and employee records shall be kept current and contain the employee's name, and, if appropriate, date of latest health exam and any doctor's statements, as well as additional data on background, behavior or job performance pertinent to the provisions of the License.

Concession employees who interface with County personnel and the public must speak English fluently. All Concession employees shall meet the Contract requirements identified in Subparagraph 18.17, "Employment Eligibility Verification".

Licensee shall collect and provide information to the County upon request including, but not limited to:

- An annual report evaluating the quality, effectiveness, safety, and appropriateness of all services under any resultant contract; and
- Such additional reports which the County determines are reasonably necessary.

Licensee shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Licensee in every detail and must speak and understand English.

Licensee shall be required to background check their employees as set forth in Subparagraph 17.6, "Background and Security Investigations", of the License.

## 17.2 Training

Licensee shall provide training programs for all new employees and continuing in-service training for all employees.

All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.

## 17.3 Licensee's Telephone

Licensee shall maintain a telephone in the company's name. The Licensee or at least one employee must be available to respond to telephone inquiries and complaints which may be received about the Licensee's performance of the License. The Licensee shall answer/return calls within four (4) hours of receipt of the call.

## 17.4 Approval of Licensee's Staff

County has the absolute right to approve or disapprove all of the Licensee's staff performing work hereunder and any proposed changes in the Licensee's staff, including, but not limited to, the Contractor's Project Manager.

## 17.5 Licensee's Staff Identification

Licensee must provide, at Licensee's expense, all staff providing services under this License with a photo identification badge.

## 17.6 Background and Security Investigations

17.6.1. Each of Licensee's staff performing services under this License, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this License. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Licensee, regardless if the member of Licensee's staff passes or fails the background investigation.

17.6.2. If a member of Licensee's staff does not pass the background investigation, County may request that the member of Licensee's staff be immediately removed from performing services under the License at any time during the term of the License. County will not provide to Licensee or to Licensee's staff any information obtained through the County's background investigation.

17.6.3. County, in its sole discretion, may immediately deny or terminate facility access to any member of Licensee's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 17.6.4. Disqualification of any member of Licensee's staff pursuant to this Subparagraph 17.6 will not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this License.

## 17.7 Confidentiality

- 17.7.1. Licensee must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 17.7.2. Licensee must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 17.7, as determined by County in its sole judgment. Any legal defense pursuant to Licensee's indemnification obligations under this Subparagraph 17.7 shall be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 17.7.3. Licensee must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this License.
- 17.7.4. Licensee shall sign and adhere to the provisions of Exhibit I the "Contractor Acknowledgement and Confidentiality Agreement".

## 18.0 STANDARD TERMS AND CONDITIONS

### 18.1 Amendments

- 18.1.1. For any change which affects the scope of work, term, License Sum, payments, or any term or condition included under this License, an Amendment must be prepared and executed by the Licensee and by the Director or his/her designee.
- 18.1.2. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the License during the term of this License. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the License must be prepared and executed by the Licensee and by the Director.

18.1.3. The Director or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, 'Term of License'. The Licensee agrees that such extensions of time will not change any other term or condition of this License during the period of such extensions. To implement an extension of time, an Amendment to the License shall be prepared and executed by the Licensee and by the Director.

## 18.2 Assignment and Delegation/Mergers or Acquisition

18.2.1. The Licensee must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Licensee is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

18.2.2. The Licensee must not assign, exchange, transfer, or delegate its duties under this License, or both, whether in whole or in part, without the prior written consent of the Director, in its discretion, and any attempted assignment or delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph 18.2, County consent will be require a written amendment to the License, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this License will be deductible, at County's sole discretion, against the claims, which the Licensee may have against the County.

18.2.3. Shareholders, partners, members, or other equity holders of Licensee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Licensee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the License, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this License.

18.2.4. Any assumption, assignment, delegation, or takeover of any of the Licensee's duties, responsibilities, obligations, or performance of same by any person or entity other than the Licensee, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the License which may result in the termination of this License. In the event of such termination, County will be entitled to pursue the same remedies against Licensee as it could pursue in the event of default by Licensee.

## 18.3 Authorization Warranty

The Licensee represents and warrants that the person executing this License for the Licensee is an authorized agent who has actual authority to bind the Licensee to each and every term, condition, and obligation of this License and that all requirements of the Licensee have been fulfilled to provide such actual authority.



#### 18.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts/Licenses, the County reserves the right to reduce its payment obligation under this License correspondingly for that fiscal year and any subsequent fiscal year during the term of this License (including any extensions), and the services to be provided by the Licensee under this License will also be reduced correspondingly. The County's notice to the Licensee regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Licensee must continue to provide all of the services set forth in this License.

#### 18.5 Complaints

The Licensee must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

18.5.1. Within thirty (30) business days after the License effective date, the Licensee must provide the County with the Licensee's policy for receiving, investigating and responding to user complaints.

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

18.5.3. If the County requests changes in the Licensee's policy, the Licensee must make such changes and resubmit the plan within thirty (30) business days for County approval.

18.5.4. If, at any time, the Licensee wishes to change the Licensee's policy, the Licensee must submit proposed changes to the County for approval before implementation.

18.5.5. The Licensee must preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within three (3) business days of receiving the complaint.

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

18.5.7. Copies of all written responses must be sent to the County Contract Project Manager within one (1) business day of mailing to the complainant.

#### 18.6 Compliance with Applicable Laws

18.6.1. In the performance of this License, the Licensee must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this License are hereby incorporated herein by reference.



18.6.2. Licensee must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Licensee's indemnification obligations under this Subparagraph 18.6, will be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 18.7 Compliance with Civil Rights Laws

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

Additionally, Licensee certifies to the County:

- 18.7.1. That Licensee has a written policy statement prohibiting discrimination in all phases of employment.
- 18.7.2. That Licensee periodically conducts a self-analysis or utilization analysis of its work force.
- 18.7.3. That Licensee has a system for determining if its employment practices are discriminatory against protect groups.
- 18.7.4. Where problem area are identified in employment practices, the Licensee has a system for taking reasonable corrective action, to include establishment of goals or timetables.

The Licensee is responsible for ensuring these standards are strictly adhered to by its employees, agents, subcontractors, or any party directly or indirectly engaged by the Licensee in relation to this License. This includes taking prompt and effective action in addressing any alleged or confirmed incidents of discrimination.

In the event of any violation of these provisions, or if the Licensee fails to demonstrate sufficient efforts to prevent, address, and rectify any such violation, the County may, at its sole discretion, impose penalties, terminate the License, or pursue other legal remedies as provided by applicable law. The Licensee must comply with Appendix D, Form 15, "Bidder's EEO Certification".

## 18.8 Compliance with County's Jury Service Program

### 18.8.1. Jury Service Program

This License is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#). A copy of the hyperlink is attached as Appendix D-Form 7, "Certification of Compliance" and incorporated by reference into and made a part of this License.

### 18.8.2. Written Employee Jury Service Policy

Unless the 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 2.203.070 of the County Code](#)), the Licensee must have and adhere to a written policy that provides that its Employees will receive from the Licensee, on an annual basis, no less than five 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 Employee's regular pay the fees received for jury service.

For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Subparagraph 18.8. The provisions of this Subparagraph 18.8, will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

If the Licensee is not required to comply with the Jury Service Program when the License commences, the Licensee will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Licensee must immediately notify the County if the Licensee at any time either comes within the Jury Service Program's definition of "Contractor" or if the

Licensee no longer qualifies for an exception to the Jury Service Program. In either event, the Licensee must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the License and at its sole discretion, that the 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.

Licensee's violation of this Subparagraph 18.8 of the License may constitute a material breach of the License. In the event of such material breach, County may, in its sole discretion, terminate the License and/or bar the Licensee from the award of future County licenses for a period of time consistent with the seriousness of the breach.

## 18.9 Conflict of Interest

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

18.9.2. The Licensee must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this License. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 18.9, will be a material breach of this License.

## 18.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Licensee require additional or replacement personnel after the effective date of this License to perform the services set forth herein, the Licensee must 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 re-employment list during the life of this License.

## 18.11 Consideration of Hiring Gain/Grow Program Participants

18.11.1. Should the Licensee require additional or replacement personnel after the effective date of this License, the Licensee will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Licensee's minimum qualifications for the open position. For this purpose, consideration will mean that the Licensee will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Licensee. Licensees must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified Gain/Grow job candidates.

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

## 18.12 Contractor Responsibility and Debarment

### 18.12.1. Responsible Contractor

A responsible Contractor is a Contractor 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 Contractors.

### 18.12.2. Chapter 2.202 of the County Code

The 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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Licensee may have with the County.

### 18.12.3. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 18.12.4. Contractor Hearing Board

If there is evidence that the Licensee may be subject to debarment, the Department will notify the Licensee in writing of the evidence which 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.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Licensee and/or the Licensee's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Licensee should be debarred, and, if so, the appropriate length of time of the debarment. The Licensee and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 18.12.5. Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

#### 18.13 Licensee's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law – please refer to Exhibit F for more information. The Licensee understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### 18.14 Licensee's Warranty of Adherence to County's Child Support Compliance Program

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

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

#### 18.15 County's Quality Assurance Plan

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



#### 18.16 Damage to County Facilities, Buildings or Grounds

18.16.1. The Licensee will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Licensee or employees or agents of the Licensee. Such repairs must be made immediately after the Licensee has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

18.16.2. If the Licensee fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Licensee by cash payment upon demand.

#### 18.17 Employment Eligibility Verification

18.17.1. The Licensee warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this License meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Licensee must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Licensee must retain all such documentation for all covered employees for the period prescribed by law.

18.17.2. The Licensee shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Licensee or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this License.

#### 18.18 Counterparts and Electronic Signatures and Representations

This License may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same License. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Licensee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 18.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this License.

#### 18.19 Fair Labor Standards

The Licensee must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Licensee's employees for which the County may be found jointly or solely liable.

#### 18.20 Force Majeure

18.20.1. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this License, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 18.20, as "force majeure events").

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

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

#### 18.21 Governing Law, Jurisdiction, and Venue

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

#### 18.22 Independent Contractor Status

18.22.1. This License is by and between the County and the Licensee and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.



18.22.2. The Licensee will 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 will 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.

18.22.3. The 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 will 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.

18.22.4. The Licensee must adhere to the provisions stated in Subparagraph 17.7, "Confidentiality".

### 18.23 Indemnification

The Licensee must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Licensee's acts and/or omissions arising from and/or relating to this License including liability covered under the California Workers' Compensation laws, expense, including defense costs and legal 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 must extend to all the covered liability, expenses, and claims, notwithstanding that the act, omission, or condition giving rise to any such liability, expenses, or claims is proximately caused by the active or passive negligence of the County, its agents, 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 must survive the expiration or other termination of this License.

The obligations assumed in Subparagraph 18.23, by the Licensee for the protection of the County from third party liability described, 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.

#### 18.24 General Provision for All Insurance Coverage

Without limiting Licensee indemnification of County, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 18.24, and the following Paragraph 18.25, "Insurance Coverage", of this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

##### 18.24.1. Evidence of Coverage and Notice to County

Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this License.

Renewal Certificates must be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Licensee identified as the contracting party in this License. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

Los Angeles County Department of Beaches and Harbors  
Attn: Asset Management Division, Beach Concessions  
13837 Fiji Way  
Marina del Rey, CA 90292

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

#### 18.24.2. Additional Insured Status and Scope of Coverage

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

#### 18.24.3. Cancellation of or Change in Insurance

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

#### 18.24.4. Failure to Maintain Insurance

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

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 must 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 Contractor under the terms of this Contract.

#### 18.24.5. Insurer Financial Ratings

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

#### 18.24.6. Licensee's Insurance Must Be Primary

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

#### 18.24.7. Waivers of Subrogation

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

#### 18.24.8. Subcontractor Insurance Coverage Requirements

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

#### 18.24.9. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies will not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to

reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

18.24.10.      Claims Made Coverage

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

18.24.11.      Application of Excess Liability Coverage

Licensees may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

18.24.12.      Separation of Insureds

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

18.24.13.      Alternative Risk Financing Programs

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

18.24.14.      County Review and Approval of Insurance Requirements

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

18.25 Insurance Coverage

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

For Concession Stands	
General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

For Aviation Liability Insurance (Hang-Glider Operations)

General Aggregate: \$2 million

Each Occurrence: \$1 million

18.25.2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

18.25.3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for nonpayment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Licensee's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

18.25.4. Unique Insurance Coverage

- Property Coverage

Licensees given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Licensee's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value. Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

Real Property and All Other Personal Property

Special form ("all-risk") coverage for the full replacement value of County-owned or leased property.

- Miscellaneous Coverage

Garage, Builder's Risk, Installation Floater, Owners and Licensees Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine, Protection and Indemnity, Fine Art, Fiduciary.



## 18.26 Liquidated Damages

- 18.26.1. If the Director, or his/her designee, determines that there are deficiencies in the performance of this License that the Director, or his/her designee, deems are correctable by the Licensee over a certain time span, the Director, or his/her designee, will provide as specified in Subparagraph 18.68, "Events of Default", a written notice to the Licensee to correct the deficiency within specified time frames. Should the Licensee fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (1) use the Security Deposit as provided for herein, (2) exercise its rights as provided for in Subparagraph 9.5, "Right of Entry", (3) terminate the Agreement, and/or (4) assess liquidated damages.
- 18.26.2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to correct a deficiency within the specified time frame. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the obligations for Concession operations herein authorized and required. The parties hereby agree that under the current circumstances a reasonable amount of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Licensee shall be liable to County for liquidated damages in said amount.
- 18.26.3. The action noted in this Paragraph 18.26, must not be construed as a penalty, but as adjustment of payment to the Licensee to recover the County cost due to the failure of the Licensee to complete or comply with the provisions of this License.
- 18.26.4. This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this License provided by law and shall not, in any manner, restrict or limit the County's right to terminate this License as agreed to herein.

## 18.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

## 18.28 Nondiscrimination and Affirmative Action

- 18.28.1. The Licensee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 18.28.2. The Licensee certifies to the County each of the following:
- That Licensee has a written policy statement prohibiting discrimination in all phases of employment.

- That Licensee periodically conducts a self-analysis or utilization analysis of its work force.
- That Licensee has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Licensee has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

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

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

18.28.6. The Licensee shall allow County representatives access to the Licensee's employment records during regular business hours to verify compliance with the provisions of this Paragraph 18.28, when so requested by the County.

18.28.7. If the County finds that any provisions of this Paragraph 18.28, have been violated, such violation shall constitute a material breach of this License upon which the County may terminate or suspend this License. While the County reserves the right to determine independently that the anti-discrimination provisions of this License have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Licensee has violated the anti-discrimination provisions of this License.

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



#### 18.29 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Licensee. This License shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources as per Los Angeles County Municipal Code 17.12.055.

#### 18.30 Notice of Delays

Except as otherwise provided under this License, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this License, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### 18.31 Notice of Disputes

The Licensee shall bring to the attention of the County Contract Project Manager any dispute between the County and the Licensee regarding the performance of services as stated in this License. If the County Contract Project Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

#### 18.32 Notice to Employees Regarding the Federal Earned Income Credit

The Licensee shall notify its employees, and shall require each Subcontractor to 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 requirements set forth in [Internal Revenue Service Notice No. 1015](#).

#### 18.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Licensee shall notify and provide to its employees, and shall require each Subcontractor 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. The information is set forth in Exhibit F, Safely Surrendered Baby Law of this License. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

#### 18.34 Notices

All notices or demands required or permitted to be given or made under this License shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Licensee as identified in Exhibit C, "Contractor's Administration", and to the County as below. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his /her designee will have the authority to issue all notices or demands required or permitted by the County under this License. In the event of suspension or termination of this License, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to License or County.

All notices or demands to County shall be addressed to:

Los Angeles County Department of Beaches and Harbors  
Attn: Asset Management Division, Beach Concessions  
13837 Fiji Way  
Marina del Rey, CA 90292

#### 18.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Licensee and the County agree that, during the term of this License and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### 18.36 Public Records Act

18.36.1. Any documents submitted by the Licensee; all information obtained in connection with the County's right to audit and inspect the Licensee's documents, books, and accounting records pursuant to Paragraph 18.38, "Record Retention and Inspection/Audit Settlement", of this License; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this License, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

#### 18.37 Publicity

18.37.1. The Licensee shall not disclose any details in connection with this License to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Licensee's need to identify its services and related clients to sustain itself, the County shall not inhibit the Licensee from publishing its role under this License within the following conditions:

- The Licensee shall develop all publicity material in a professional manner; and
- During the term of this License, the Licensee shall not, and shall not authorize another to, publish or disseminate any commercial

advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Manager. The County shall not unreasonably withhold written consent.

18.37.2. The Licensee may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this License with the County of Los Angeles, provided that the requirements of this Paragraph 18.37 (Publicity), will apply.

#### 18.38 Record Retention and Inspection/Audit Settlement

18.38.1. The Licensee shall maintain accurate and complete financial records of its activities and operations relating to this License in accordance with generally accepted accounting principles. The Licensee shall also maintain accurate and complete employment and other records relating to its performance of this License. The Licensee agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this License. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Licensee and shall be made available to the County during the term of this License and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Licensee at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Licensee shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

18.38.3. Failure on the part of the Licensee to comply with any of the provisions of this Paragraph 18.38, shall constitute a material breach of this License upon which the County may terminate or suspend this License.

18.38.4. If, at any time during the term of this License or within five (5) years after the expiration or termination of this License, representatives of the County conduct an audit of the Licensee regarding the work performed under this License, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Licensee, then the difference shall be either: a) repaid by the Licensee to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Licensee from the County, whether under this License or otherwise. If

such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Licensee, then the difference shall be paid to the Licensee by the County by cash payment, provided that in no event shall the County's maximum obligation for this License exceed the funds appropriated by the County for the purpose of this License.

#### 18.39 Accounting Records (Retention / Inspection)

Licensee shall be required to maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursement of Licensee in connection with the Concession. The method of accounting, including bank accounts established for the Concession, shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. 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, unless County gives written permission to dispose of any such material prior to such time. All such material shall be maintained by Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Licensee shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, and copy or transcribe such material at such other location. 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. All information obtained 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 secrets, confidential, or proprietary, unless such disclosure is required under the California Public Records Act, as determined by County Counsel or a court of competent jurisdiction. Such records may include:

Regular books of accounting such as general ledgers;

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

State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by the County;

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

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

All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in any event, be reset, and in addition thereto, a tape located within the register on which transaction number and sales details are imprinted. Beginning and ending cash registers readings shall be made a matter of daily record. If requested by the County, the County shall be furnished and retain all the reset keys for the cash registers.

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 November 30 and May 31, for each Contract Year 2024 to 2029, and as of the close of business on November 30 and March 31, for each of the Contract Year under option term.

#### 18.40 Recycled Bond Paper

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

#### 18.41 Subcontracting

18.41.1. The requirements of this License may not be subcontracted by the *Licensee without the advance approval of the County*. Any attempt by the Licensee to subcontract without the prior consent of the County may be deemed a material breach of this License.

18.41.2. If the Licensee desires to subcontract, the Licensee shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

18.41.3. The Licensee shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Licensee employees.

18.41.4. The Licensee shall remain fully responsible for all performances required of it under this License, including those that the Licensee has determined to subcontract, notwithstanding the County's approval of the Licensee's proposed subcontract.

18.41.5. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this License. The Licensee is responsible to notify its Subcontractors of this County right.

18.41.6. The County Contract Project Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Licensee shall forward a fully executed subcontract to the County for their files.

18.41.7. The Licensee shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

18.41.8. The Licensee must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Licensee shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors  
13837 Fiji Way, Marina del Rey, 90292  
Attn: Asset Management Division – Beach Concessions

Before any Subcontractor employee may perform any work hereunder.

18.42 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Licensee to maintain compliance with the requirements set forth in Paragraph 18.14, "Licensee's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this License. Without limiting the rights and remedies available to the County under any other provision of this License, failure of the Licensee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this License pursuant to Paragraph 18.44, "Termination for Default", and pursue debarment of the Licensee, pursuant to [County Code Chapter 2.202](#).

18.43 Termination for Convenience

18.43.1. This License may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Licensee specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

18.43.2. After receipt of a notice of termination and except as otherwise directed by the County, the Licensee shall:

- Stop work under this License on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.



18.43.3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Licensee under this License shall be maintained by the Licensee in accordance with Paragraph 18.39, "Accounting Records (Retention / Inspection)".

#### 18.44 Termination for Default

18.44.1. The County may, by written notice to the Licensee, terminate the whole or any part of this License, if, in the judgment of County Contract Project Manager:

- Licensee has materially breached this License; or
- Licensee fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this License; or
- Licensee fails to demonstrate a high probability of timely fulfillment of performance requirements under this License, or of any obligations of this License and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

18.44.2. In the event that the County terminates this License in whole or in part as provided in this Paragraph 18.44, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Licensee shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Licensee shall continue the performance of this License to the extent not terminated under the provisions of this Paragraph 18.44.

18.44.3. Except with respect to defaults of any Subcontractor, the Licensee shall not be liable for any such excess costs of the type identified in this Paragraph 18.44.2, if its failure to perform this License arises out of causes beyond the control and without the fault or negligence of the Licensee. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Licensee. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Licensee and Subcontractor, and without the fault or negligence of either of them, the Licensee shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Licensee to meet the required performance schedule. As used in this Paragraph 18.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

18.44.4. If, after the County has given notice of termination under the provisions of this Paragraph 18.44, it is determined by the County that the Licensee was not in default under the provisions of this Paragraph 18.44, or that the default was

excusable under the provisions of this Paragraph 18.44, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 18.43, "Termination for Convenience".

18.44.5. The rights and remedies of the County provided in this Paragraph 18.44, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

#### 18.45 Termination for Improper Consideration

18.45.1. The 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.

18.45.2. The Licensee must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

#### 18.46 Termination for Insolvency

18.46.1. The County may terminate this License forthwith in the event of the occurrence of any of the following:

- Insolvency of the Licensee. The Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Licensee is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Licensee; or
- The execution by the Licensee of a general assignment for the benefit of creditors.



18.46.2. The rights and remedies of the County provided in this Paragraph 18.46, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

#### 18.47 Termination for Non-Adherence of County Lobbyist Ordinance

The Licensee, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Licensee, shall fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Licensee or any County Lobbyist or County Lobbying firm retained by the Licensee to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this License, upon which the County may in its sole discretion, immediately terminate or suspend this License.

#### 18.48 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this License, the County shall not be obligated for the Licensee's performance hereunder or by any provision of this License during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this License in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this License, then this License shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Licensee in writing of any such non-allocation of funds at the earliest possible date.

#### 18.49 Validity

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

#### 18.50 Waiver

No waiver by the County of any breach of any provision of this License shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this License shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 18.50, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

#### 18.51 Warranty Against Contingent Fees

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

18.51.2. For breach of this warranty, the County shall have the right to terminate this License and, at its sole discretion, deduct from the License price or consideration,

or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 18.52 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through license are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this license will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

#### 18.53 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Licensee to maintain compliance with the requirements set forth in Paragraph 18.52, "Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this license. Without limiting the rights and remedies available to County under any other provision of this license, failure of Licensee to cure such default within 10 days of notice shall be grounds upon which County may terminate this license and/or pursue debarment of Licensee, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### 18.54 Time off for Voting

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

#### 18.55 Compliance with County's Zero Tolerance Policy on Human Trafficking

Licensee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Licensee or member of Licensee's staff is convicted of a human trafficking offense, the County shall require that the Licensee or member of Licensee's staff be removed immediately from performing services under the License. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Licensee's staff pursuant to this paragraph shall not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this License.

## 18.56 Integrated Pest Management (IPM) Program Compliance

18.56.1. Licensee acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 18.56 (Integrated Pest Management Program Compliance) can be found at: [www.lacountyipm.org](http://www.lacountyipm.org)

18.56.2. Licensee must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

18.56.3. Employee training may be self-certified by Licensees, provided the County has the ability to audit the training, and include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

18.56.4. All users of commercial pesticides are required by State law to provide monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Licensee shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

## 18.57 Compliance with Fair Chance Employment Hiring Practices

Licensee, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Licensee's violation of this paragraph of the License may constitute a material breach of this License. In the event of such material breach, County may, in its sole discretion, terminate the License.

#### 18.58 Compliance with the County Policy of Equity

The Licensee acknowledges that the County takes its commitment to preserving the dignity and professional of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The licensee further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The licensee, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the licensee, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the licensee to termination of contractual agreements as well as civil liability.

#### 18.59 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Licensee or its subsidiary or Subcontractor ("Proposer/Licensee"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Licensee has provided advice or consultation for the solicitation. A Proposer/Licensee is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Licensee has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Licensee/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County license.

#### 18.60 Injury and Illness Prevention Program

Licensee will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### 18.61 Cancellation

Upon the occurrence of any one or more of the Events of Default set forth in Subparagraph 18.68, "Events of Default", of this License, then this License shall be subject to cancellation by County. As a condition precedent thereto, the Department shall give Licensee ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; specifying the grounds for the cancellation; and stating that an opportunity to be heard thereon will be afforded on or before said date, if a request is made thereof.

Upon cancellation of the License, County shall have the right to terminate the License to use the Premises created hereby and take possession of the Premises, including all improvements, equipment, and inventory located thereon, and use them for the purpose of satisfying and/or mitigating all damages incurred from a breach of this License.

Action by County to effectuate a cancellation and forfeiture of the Concession shall be without prejudice to the exercise of any other rights provided herein and Additional Contract Provisions or by law to remedy a breach of this License.

#### 18.62 Severability

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

#### 18.63 Surrender

Upon expiration of the term hereof, or cancellation thereof as herein provided, the Licensee shall peaceably vacate the Premises and any and all improvements located thereon and deliver up the same to County in a clean condition.

#### 18.64 Taxes and Assessments

The property described herein shall be subject to possessory interest taxation or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Premises and any improvements located thereon.

Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used on the Premises.

#### 18.65 Entire Agreement

This License and attachments (Appendices B, C, D & E) attached hereto constitute the entire agreement between the County and Licensee for the Authorized Activity at the Premises contemplated hereby. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, the terms, conditions, promises and covenants relating to the Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this License shall not render the other provisions thereof unenforceable, invalid or illegal.

This License may be modified only by further written agreement between the parties hereto.

#### 18.66 Interpretation

Unless the context of this Licensee clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive and (iv) "includes" and "including" are not limiting.

#### 18.67 Enforcement

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

## 18.68 Events of Default

18.68.1. Licensee's neglect, absence, or discontinuance of operations of the Premises.

18.68.2. Failure by the Licensee to make required payments on time, continuing for more than ten (10) days following a written notice requesting payment.

18.68.3. The failure of Licensee to operate in the manner required by this License, where such failure continues for more than ten (10) days after written notice from the Department to correct the circumstances therein specified.

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

18.68.5. The filing of a voluntary petition in bankruptcy; the appointment of any receiver of 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 Licensee under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive Licensee permanently of the rights, powers and privileges necessary for the proper conduct and operations of the Concession; the levy of any attachment or execution which substantially interferes with attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

18.68.6. Determination by the Director, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination, or having been practiced by Licensee in violation of State or Federal laws thereon.

18.68.7. Transfer of the controlling interest of Licensee to persons other than those who are in control at the time of the execution of this License without approval by the Director.

## 19.0 UNIQUE TERMS AND CONDITIONS

### 19.1 Environmental

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

- Environmental Indemnification. Licensee shall indemnify, defend, ,and hold harmless County, its elected and appointed officers, agents and employees from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, investigation and remediation costs, attorneys fees, and legal expenses 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.
- This provision shall survive the termination of this License.
- Hazardous Substance. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.
- 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.

#### 19.2 Health and Safety

Licensee shall meet all federal, state and local health and safety regulations and provide appropriate documentation to County upon request.

#### 19.3 ADA Accommodations

Licensee shall require each employee to provide reasonable assistance, upon request, to individuals with disabilities.

Licensee shall maintain clear paths of travel at least thirty-six (36) inches wide within the Concession Premises and keep them clear to the extent that can be done without moving any fixed equipment (such as refrigerators, freezers, counters, cash registers, or soda machines) or removing any portable equipment or furniture such as portable refrigerators, freezers or display racks.

#### 19.4 Advertising and Promotional Products

Licensee shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from the Director. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within thirty (30) days following the request for approval. 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 entered into by the County as part of County marketing and advertising program described in this Subparagraph 19.4. Such materials include, but are not limited to, all media advertising.



#### 19.4.1. County Market and Advertising Program

19.4.2. 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 this Subparagraph 19.4 without compensation from the County for such cooperation.

19.4.3. 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.

19.4.4. 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.

19.4.5. The Licensee agrees that through the County advertising program, merchandise or beverages may be sold or given away on any area more than two hundred (200) feet from the Premises.

19.4.6. The Licensee agrees to cooperate with the County in any exclusive marketing sponsorship agreement the County presently has or may enter into in the future with a beverage company; by exclusively selling on or from the Premises only those beverage brands that are approved by the Director. The exclusive beverage company sponsor would be required by the County to provide its beverages to the Licensee at a competitive price. All advertising on or about the Premises, including without limitation that which is contained on customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) must not carry any depictions, logos or wording that represents in any way (as determined by the Director) another beverage company other than the exclusive beverage company sponsor selected by the County. The Licensee must use any customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) as provided by the exclusive beverage company sponsor and approved by the Director as long as such items are either provided free of charge or at a competitive price. The Licensee shall comply with the terms of this Paragraph 19.4 upon 30-day written notice being given to the Licensee from the Director.

#### 19.5 Registration on County WEBVEN

Prior to a contract award, all potential contractors must register on the County's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the internet by accessing the County's home page at

<https://camisvr.co.la.ca.us/Webven>

## 19.6 Artificial Trans Fat Reduction Program

Licensee agrees that it will participate in the County's Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing five-tenths (0.5) grams or more of artificial trans-fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Concession Premises, except for food that is being served directly to consumers in a manufacturer's original sealed package. Contractor shall provide the written certification attached hereto as Appendix D-Form 9, "Voluntary Artificial Trans Fat Reduction (ATFR) Program Application" stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at:

<http://www.lapublichealth.org/phcommon/public/eh/transfat/index.cfm>

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

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

In addition to any remedies provided the County by the ATFR Program's rules, any failure by Licensee to comply with the ATFR Program standards shall constitute a material breach of this License entitling the County to terminate the License in its entirety or, if the Licensee provides service to multiple Concession Premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following:

- Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Licensee's breach of this Subparagraph 19.6. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-compliant facility and that Licensee shall be liable to County for that amount.
- Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Concession Premises and from any other location where such materials are used by the Licensee, including without limitation menus, menu boards, and dining table tent cards.
- Require Licensee to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

## 19.7 Edible Food Donation

- 19.7.1. Licensee must recover the maximum amount feasible of Edible Food, consistent with food safety requirements, and arrange to provide such Edible Food to a Food Recovery Organization/Service.
- 19.7.2. Licensee must not intentionally cause or allow the spoilage of Edible Food capable of being recovered.
- 19.7.3. Licensee must keep records of the following and provide them to the County's Project Monitor on a quarterly basis:
  - The name, address, and point of contact of each Food Recovery Organization/Service that has collected Edible Food from the Licensee.
  - Copies of all contracts, agreements and written communications with each Food Recovery Organization/Service that has collected edible Food from Licensee.
  - The types, established frequency, and quantity, measured in pounds, of Edible Food that has been provided to each Food Recovery Organization/Service each month.
  - The types and amounts, measured in pounds, of Edible Food that has been made available to, but that was not accepted by a Food Recovery Organization/Service.

## 19.8 Green Initiatives

Licensee shall use reasonable efforts to initiate environmentally friendly practices for the purposes of environmental and energy conservation. Licensee shall notify County Contract Project Manager of any new green initiatives prior to the commencement of the license.

### Reduce Single-Use Plastics

The Licensee acknowledges that County places a high priority on the implementation of Board Policy 3.185, Reduce Single-Use Plastics, and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

**Procurement Data Reporting:** The Licensee will keep a monthly record of purchases of single-use products including: product type, brand name, quantity purchased, and unit cost. Data will be provided to the County's Project Monitor along with other regular reports and be available upon request.

### Organic Waste Management

As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per [Board Policy 3.190](#) and Senate Bill (SB) 1383.

- The Licensee must not dispose of green waste material(s) in a landfill. The Licensee must identify methods for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Licensee must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Licensee must train facility staff in managing the green waste to compost the acceptable materials.
- The Licensee must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Licensee must provide a report to the County's Project Manager as to methods they have used to prevent contamination of green waste. As needed, Licensee must train Licensee's staff on measures needed to comply with County's directive to prevent contamination of green waste.

#### 19.9 Local Small Business Enterprise (LSBE) Preference Program

- 19.9.1. The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 19.9.2. The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>
- 19.9.3. Businesses requesting the LSBE preference must complete and submit Form 8 (Request for Preference Consideration) in Appendix D (Required Forms) and submit their LSBE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their bid.
- 19.9.4. The Licensee will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 19.9.5. The Licensee will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 19.9.6. If the Licensee has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this license to which it would not otherwise have been entitled, Licensee will:

- Pay to the County any difference between the license amount and what the County's rent would have been if the license had been properly awarded;
- In addition to the amount described in the preceding paragraph, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the license; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a license award.

#### 19.10 Social Enterprise (SE) Preference Program

19.10.1. The County will apply the SE preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

19.10.2. The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

19.10.3. Businesses must complete and submit Form 8 (Request for Preference Consideration) in Appendix D (Required Forms) and submit their SE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their bid.

19.10.4. The Licensee must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

19.10.5. The Licensee must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

19.10.6. If the Licensee has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this license to which it would not otherwise have been entitled, Licensee will:

- Pay to the County any difference between the license amount and what the County's rent would have been if the license had been properly awarded;

- In addition to the amount described in the preceding paragraph, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the license; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a license award.

#### 19.11 Disabled Veteran Business Enterprise (DVBE) Preference Program

19.11.1. The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).

19.11.2. The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

19.11.3. Businesses requesting the DVBE preference must complete and submit Form 8 (Request for Preference Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their bid.

19.11.4. The Licensee must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

19.11.5. The Licensee must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

19.11.6. If the Licensee has obtained County certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this license to which it would not otherwise have been entitled, Licensee shall:

- Pay to the County any difference between the license amount and what the County's rent would have been if the license had been properly awarded;
- In addition to the amount described in the preceding paragraph, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the license; and

- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this license, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a license award.

## 20.0 **SURVIVAL**

In addition to any terms and conditions of this License that expressly survive expiration or termination of this License by their terms, the following provisions will survive the expiration or termination of this License for any reason:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Authorized Activity)

Paragraph 4.0 (Term of License)

Paragraph 6.0 (Rent)

Paragraph 8.0 (Security Deposit)

Paragraph 9.0 (Concession Premises)

Paragraph 11.0 (Maintenance / Demand for Reimbursement)

Paragraph 12.0 (Licensee's Operating Responsibilities)

Paragraph 17.7 (Confidentiality)

Paragraph 18.1 (Amendments)

Paragraph 18.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 18.6 (Compliance with Applicable Laws)

Paragraph 18.19 (Fair Labor Standards)

Paragraph 18.20 (Force Majeure)

Paragraph 18.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 18.23 (Indemnification)

Paragraph 18.24 (General Provision for all Insurance Coverage)

Paragraph 18.25 (Insurance Coverage)

Paragraph 18.26 (Liquidated Damages)

Paragraph 18.34 (Notices)

Paragraph 18.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 18.43 (Termination for Convenience)

Paragraph 18.44 (Termination for Default)



Paragraph 18.49 (Validity)

Paragraph 18.50 (Wavier)

Paragraph 18.59 (Prohibition from Participation in Future Solicitation(s))

Paragraph 20.0 (Survival)

IN WITNESS WHEREOF, Licensee has executed this License, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this License to be executed on its behalf by the Director of the Department of Beaches and Harbors and attested by the Executive Office-Clerk of the Board of Supervisors thereof, the month, the day and year first above written.

LICENSEE: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Gary Jones, Director  
Department of Beaches and Harbors

ATTEST:

JEFF LEVINSON,  
Interim-Executive Officer-Clerk of the  
Board of Supervisors

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

APPROVED AS TO FORM:

DAWYN HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel