



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

February 18, 2025

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 February 18, 2025

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

**APPROVAL OF SOLE SOURCE AMENDMENT NUMBER ONE TO CONCESSION
AGREEMENT NUMBER 10380 FOR THE OPERATION OF A RENAISSANCE
THEME FAIRE AT THE SANTA FE DAM RECREATION AREA
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

SUBJECT

Approval of the recommended action will delegate authority to the Director of Parks and Recreation, or her designee, to execute a sole source amendment to the concession agreement between the County of Los Angeles and Renaissance Entertainment Productions, Inc., Agreement Number 10380, to extend the term for an additional one year period for the operation of a Renaissance Theme Faire Concession at the Santa Fe Dam Recreation Area, provide a one-time payment to support a capital improvement project and incorporate a community benefit requirement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the recommended Amendment Number One to Agreement Number 10380 for the operation of a Renaissance Theme Faire for an additional one year is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the agreement amendment.
2. Delegate authority to the Director of Parks and Recreation, or her designee, to execute sole source Amendment Number One to Agreement Number 10380 with Renaissance Entertainment Productions, Inc., which is substantially similar to the sample amendment included as Attachment I, upon approval as to form by County Counsel, to extend the term of the Agreement for an additional one year period for the operation of a Renaissance Theme Faire at the Santa Fe Dam Recreation Area, provide a one-time payment to support a capital improvement project and incorporate a community benefit requirement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Santa Fe Dam Recreation Area (SFDRA) is located in the City of Irwindale. The Renaissance Theme Faire (Faire) is an outdoor event at SFDRA that celebrates the spirit of the Renaissance period. It features elaborate costumes, arts and crafts, food, music, dance, and other entertainment in a reenactment of a market faire during the Elizabethan era England. The Faire provides Los Angeles County (County) residents the opportunity experience a vibrant atmosphere filled with costumed performers, artisans showcasing handmade crafts, and various entertainment such as jousting, music, and theater performances. There are themed foods and drink options, games and opportunities to engage with characters from the period. The Faire experience immerses residents in the sights, sounds, and culture of the Renaissance era. The Faire is generally open each year from the first weekend of April through the weekend before Memorial Day, for a total of seven weekends.

The Department of Parks and Recreation (Department) entered into an agreement with Renaissance Entertainment Productions, Inc. (REP), set to expire February 28, 2025, for the annual operation of the Faire. As part of this Agreement, REP was required to complete a capital improvement project to construct a third vehicle lane beginning at the entrance of the SFDRA and continuing for a third of a mile, at an amount not to exceed \$400,000.

On March 19, 2020, pursuant to California Government Code Section 8550 et. seq., and County Code Section 2.68.150, the Chair of the County Board of Supervisors (Board) issued a "Safer at Home" Executive Order temporarily closing non-essential businesses and prohibited gatherings of ten or more people. Although the "Safer at Home" Executive Order was lifted in April 2021, Public Health restrictions continued to impose limits on occupancy and social distancing. Due to the public health emergency, the "Safer at Home" Executive Order, the closure of non-essential businesses and Public Health restrictions, REP was unable to fulfill their contract obligations to host the annual Faire in 2020 and 2021 and begin the required capital improvement project.

Approval of the recommended actions will extend the agreement to February 28, 2026. This will allow REP to host the Faire that could not be held due to the COVID-19 pandemic. In addition, your approval will establish a community benefit by enhancing access to the Faire through the Department's sponsored activities and will also provide one-time payment to support the road and road-related improvements that is required by the contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Amendment will promote and uphold the County's approved Strategic Plan Goals of fostering vibrant and resilient communities through strengthening the capacity, role, and partnerships with community-based institutions and organizations to help serve our communities and strengthen the social fabric within them (North Star 2.E.i); engage businesses, community-based institutions, and community members to facilitate positive

social connections and relationships (North Star 2.F.i); increase support for student and family school engagement and well-being through expansion of integrated student supports (North Star 2.F.iii); and identify philanthropic and other funding opportunities to extend programs and services for underserved youth and families (North Star 2.F.iv).

FISCAL IMPACT/FINANCING

Approval of the recommended actions will require REP to continue to pay the Department an Operational Use Fee in the amount of \$123,806 for the one year extension. The Department will also continue to collect and retain 100% of the Vehicle Entry Fee (VEF) from the Faire. The Minimum Parking Guarantee from the VEF will continue to be \$393,928 for the one year extension. The Department estimates receiving \$800,000 in revenue from the VEF.

In addition, REP will pay to the Department a flat fee of one dollar per Faire admission ticket redeemed and per Faire admission ticket not refunded, and also a flat fee of five dollars per Faire season pass purchased. The Department anticipates receiving one-time payment of approximately \$80,000 from the admission tickets and season passes, which will support the road and road-related improvements that is required by the contract.

A \$400,000 payment from REP for the capital improvement project is payable to the Department within 30 days from the execution of the Amendment.

OPERATING BUDGET IMPACT

The continuation of revenues from the VEF and the Operational Use Fees are included in the Department's Fiscal 2024-2025 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to lease County parks and recreation real property for the provision of services and property improvements that are consistent with public park and recreation purposes within Santa Fe Dam and pursuant to the provisions of the Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin No. DAC W09-1-76-72. The Amendment is consistent with said purposes.

County Counsel will approve the amendment as to form prior to the Director of Parks and Recreation (Director) executing the Amendment.

CONTRACTING PROCESS

On March 8, 2016, the Board approved a nine-year Concession Agreement (Agreement) between the Department and REP for the operation of an annual Faire at SFDRA set to expire February 28, 2025. The existing Agreement has no further extension options available, and an Amendment is required to extend the term for an additional one year period, from March 1, 2025, through February 28, 2026.

Pursuant to the Change Notices and Amendments sections of the Agreement, the Agreement may be amended only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the Concessionaire and in the case of County, until approved by the Board.

To comply with Board Policy 5.100, Sole Source Contracts, on October 11, 2024, the Director sent the Board a Notification of Intent to enter in Negotiations for a Sole Source Amendment with REP, to notify the Board that the Department intends to enter into negotiations for a new Board-approved sole source agreement with REP (Enclosure I). After four weeks of the Notification of Intent to enter into Negotiations for a Sole Source Amendment, the Department engaged REP and began negotiations to enter into Amendment Number One for the extension of the Agreement. Extension of the agreement is in the County's best interest to complete the Faire that was cancelled.

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

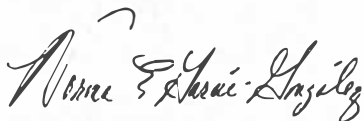
Approval of the proposed Amendment will ensure the continued operation of the annual Faire at SFDRA and provide County residents and visitors with a historical 16th century medieval experience. Pursuant to the Agreement, REP will be responsible for the cleaning and restoration of the park premises after the Faire.

CONCLUSION

It is requested that three adopted copies of the action taken by the Board be forwarded to the Department.

Should you have any questions please contact, Ms. Alana White at (626) 588-5260 or via email at awhite2@parks.lacounty.gov, or Mr. Ruben Lopez at (626) 588-5278 or rlopez@parks.lacounty.gov, or Ms. Johanna Hernandez at (626) 588-5370 or via email at bjl@parks.lacounty.gov.

Respectfully submitted,



NORMA E. GARCÍA-GONZÁLEZ
Director

NEGG:AB:MR
RL:BT:AW:ZC:rc

Attachments

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

**AMENDMENT NUMBER ONE TO
CONCESSION AGREEMENT NUMBER 10380 FOR
THE OPERATION OF A RENAISSANCE THEME FAIRE CONCESSION
AT THE SANTA FE DAM RECREATION AREA**

THIS AMENDMENT NUMBER ONE TO CONCESSION AGREEMENT NUMBER 10380 FOR THE OPERATION OF A RENAISSANCE THEME FAIRE CONCESSION AT THE SANTA FE DAM RECREATION AREA, made and entered this _____ day of _____, 2025.

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

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

RECITALS

WHEREAS, on March 8, 2016, the County of Los Angeles (County) Board of Supervisors (Board) approved and instructed the Acting Director of the Department of Parks and Recreation (Department), to enter into Concession Agreement Number 10380 (Agreement) with the Concessionaire for the operation of an annual Renaissance Theme Faire (Event) at the Santa Fe Dam Recreation Area; and

WHEREAS, pursuant to the Agreement, Section 7.0 Changes and Amendments, "this Agreement may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by Board and the District Engineer"; and

WHEREAS, on October 10, 2024, the Board granted the Director of the Department (Director), or her designee, the delegated authority to amend the Agreement with the Concessionaire, to extend the term for an additional one year period for the operation of a Renaissance Theme Faire Concession at the Santa Fe Dam Recreation Area, revise the capital improvement project, incorporate a community benefit requirement, and update standard terms and conditions; and

WHEREAS, it has been mutually agreed between County and Concessionaire to amend, as herein provided, said Agreement; and

WHEREAS, the Department of the Army (hereinafter "United States" and/or the "District Engineer") has approved this Amendment Number One and use granted herein; and

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

- I. Section 2.0, **DEFINITIONS**, is amended to include subsection 2.2.16, as follows:

2.0 DEFINITIONS

2.2.16 Department: The County of Los Angeles Department of Parks and Recreation.

- II. Section 5.0, **TERM OF AGREEMENT**, is amended to add subsection 5.1, as follows:

5.0 TERM OF AGREEMENT

5.1 Following Board approval, the Agreement term shall be extended for an additional one-year option period ("Extension Option Year") through February 28, 2026.

- III. Section 6.0, **CONSIDERATION**, is amended to add subsection 6.1.1, as follows:

6.0 CONSIDERATION

6.1.1 In consideration for the term extension granted herein pursuant to Subsection 5.1 hereinabove, during the Extension Option Year, Concessionaire will pay an Operational Use Fee in the amount of \$123,806 for the Event. Said Operational Use Fee will be paid to the County in two (2) equal installments on May 15 and June 15 each year.

- IV. Section 6.0, **CONSIDERATION**, is amended to add subsection 6.6, as follows:

6.0 CONSIDERATION

6.6 In addition to the Operational Use Fee, upon commencement of Amendment Number One, Concessionaire will pay a flat fee of One Dollar (\$1.00) per Faire admission ticket redeemed and a flat fee of Five Dollars (\$5.00) per season pass purchased ("Ticket Fee"). A redeemed admission ticket is a ticket that has been purchased and used to enter the Event throughout the duration of the Event. A redeemed admission ticket is not an unused or refunded ticket. A season pass is a pass that has been purchased throughout the duration of the Faire.

Said Ticket Fee will be paid to the County in full on June 15 each year. Attached to the Ticket Fee payment, the Concessionaire shall submit an Admission Reconciliation Form (Exhibit M) detailing the revenue generated from all Faire admission ticket and season pass sales and the total number of participants in attendance for the Event. This Admission Reconciliation Form will be used to reconcile and determine the total fees due to the County.

- V. Section 12.0, **CAPITAL IMPROVEMENTS**, subsection 12.2, **Capital Improvement Project(s)**, is deleted in its entirety and replaced as follows:

12.0 CAPITAL IMPROVEMENTS

12.2 Capital Improvement Project(s):

In lieu of the originally proposed Capital Improvement Project (a third vehicle lane beginning at the entrance of the Facility and continuing to parking lot #2, as identified in Exhibit B), the Concessionaire shall pay to the County no later than 30 days after execution of this Amendment, the amount of \$400,000, for improvements at Santa Fe Dam Recreation Area to be determined at the sole discretion of the Department.

- VI. Section 13.0, **OPERATING RESPONSIBILITIES**, subsection 13.1, **Advertising and Publicity Materials**, is amended to add subsection 13.1.4 as follows:

13.0 OPERATING RESPONSIBILITIES

13.1 Advertising and Publicity Materials

13.1.4 No alcohol advertisement posters will be permitted outside of beer and wine serving gardens/area. All advertising and publicity materials will be subject to review and control by the Director and the District Engineer.

- VII. Section 13.4, **DAYS AND HOURS OF OPERATION**, second and third paragraphs are deleted in their entirety to remove the "School Day Event".

- VIII. Section 13.0, **OPERATING RESPONSIBILITIES**, subsection 13.20, **Operational Plan**, subsection 13.20.4, **Maintenance**, bullet (g), is deleted in its entirety and replaced as follows:

13.0 OPERATING RESPONSIBILITIES

13.20 Operational Plan

13.20.4 Maintenance

g. Concessionaire must inspect the Premises in advance of, during and after the Event with representatives of the Department. The County will be entitled to reimbursement of all County costs for repair and/or replacement of improvements, or damages to Santa Fe Dam Recreational Area that are directly related to the Event. With respect to restoration of damaged turf-

grass areas, Concessionaire, at its sole cost, must restore such turf-grass areas to the satisfaction of the Director. Turf-grass restoration will mean replacement of turf with sod, or in the alternative, planting of seed and/or hydro seeding at the discretion of the Director; and maintenance after the installation and/or seeding for a subsequent thirty (30) days. At no time will the Department be responsible for the turf-grass restoration, including, but not limited to seeding and aerating soil, during Concessionaires maintenance period. Should the Concessionaire require County staff to fulfill these responsibilities the County will be reimbursed for their staffing fees. These fees will be based on Los Angeles County annual Salary rates. The Department will ensure that the restored areas receive the proper amount of irrigation during Concessionaire's maintenance period. All repairs and/or replacements must include quality materials consistent with industry wide standards for workmanship and must be as instructed and supervised by the Director.

- IX. Section 13.0, **OPERATING RESPONSIBILITIES**, subsection 13.20, **Operational Plan**, subsection 13.20.5, **School Day Event**, is deleted in its entirety and replaced as follows:

13.0 OPERATING RESPONSIBILITIES

13.20 Operational Plan

13.20.5 Community Benefit

Concessionaire will provide to the Department 1,500 children admission tickets and 150 adult admission tickets free of charge to disburse to children and instructors participating in Department-sponsored camps and other activities. Tickets must be provided at least fourteen (14) calendar days prior to the first day of the Event.

- X. Section 14.0, TERMS AND CONDITIONS, subsection 14.5, CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, is deleted in its entirety and replaced as follows:

14.0 TERMS AND CONDITIONS

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

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

- XI. Section 14.0, TERMS AND CONDITIONS, subsection 14.16, INDEPENDENT CONCESSIONAIRE, is deleted in its entirety and replaced as follows:

14.16 INDEPENDENT CONCESSIONAIRE STATUS

14.16.1 This Agreement is by and between the County and the Concessionaire 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 Concessionaire. 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.

14.16.2 The Concessionaire will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement 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 Concessionaire.

14.16.3 The Concessionaire understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of

Workers' Compensation liability, solely employees of the Concessionaire and not employees of the County. The Concessionaire 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 Concessionaire pursuant to this Agreement.

14.16.4 The Concessionaire must adhere to the provisions stated in Paragraph 14.68 (Confidentiality).

XII. Section **14.0, TERMS AND CONDITIONS**, subsection **14.18, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**, subsection **14.18.1, Evidence of Coverage and Notice to County**, the address for Certificates and copies of any required endorsements is deleted in its entirety and replaced as follows:

14.0 TERMS AND CONDITIONS

14.18 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

14.18.1 Evidence of Coverage and Notice to County

County of Los Angeles
Department of Parks and Recreation
Attn: Contracts and Procurement Division
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803

XIII. Section **14.0, TERMS AND CONDITIONS**, subsection **14.22, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is deleted in its entirety and replaced as follows:

14.0 TERMS AND CONDITIONS

14.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Concessionaire must notify and provide to its employees, and will 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 E (Safely Surrendered Baby Law) of this Agreement. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

XIV. Section 14.0, **TERMS AND CONDITIONS**, subsection **14.34, TERMINATION FOR INSOLVENCY**, is deleted in its entirety and replaced as follows:

14.0 TERMS AND CONDITIONS

14.34 TERMINATION FOR INSOLVENCY

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

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

14.34.2 The rights and remedies of the County provided in this Paragraph 14.34 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XV. Section 14.0, **TERMS AND CONDITIONS**, subsection **14.45, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**, is deleted in its entirety and replaced as follows:

14.0 TERMS AND CONDITIONS

14.45 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

14.45.1 Should the Lessee require additional or replacement personnel after the effective date of this Agreement, the Lessee 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 Skills and Training to Achieve

Readiness for Tomorrow (START) Program who meet the Lessee's minimum qualifications for the open position. For this purpose, consideration will mean that the Lessee will interview qualified candidates. The County will refer GAIN/START participants by job category to the Lessee. Lessees must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

XVI. Section 14.0, **TERMS AND CONDITIONS**, subsection **14.46, COMPLIANCE WITH APPLICABLE LAWS**, is added as follows:

14.0 TERMS AND CONDITIONS

14.46 COMPLIANCE WITH APPLICABLE LAWS

14.46.1 In the performance of this Agreement, Concessionaire 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 Agreement are hereby incorporated herein by reference.

14.46.2 Concessionaire 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 Concessionaire, 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 Concessionaire's indemnification obligations under this Paragraph will be conducted by Concessionaire and performed by counsel selected by Concessionaire 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 Concessionaire 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 to reimbursement from Concessionaire for all such costs and expenses incurred by County in doing so. Concessionaire 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.

XVII. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.47, **ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**, is added as follows:

14.0 TERMS AND CONDITIONS

14.47 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

14.47.1 The Concessionaire must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Concessionaire 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.

14.47.2 The Concessionaire must not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Agreement, 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 Agreement will be deductible, at County's sole discretion, against the claims, which the Concessionaire may have against the County.

14.47.3 Any assumption, assignment, delegation, or takeover of any of the Concessionaire's duties, responsibilities, obligations, or performance of same by any person or entity other than the Concessionaire, 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 Agreement which may result in the termination of this Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by Concessionaire.

XVIII. Section **14.0, TERMS AND CONDITIONS**, subsection **14.48, COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**, is added as follows:

14.0 TERMS AND CONDITIONS

14.48 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

14.48.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Concessionaire Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

14.48.2 Written Employee Jury Service Policy

- Unless the Concessionaire has demonstrated to the County's satisfaction either that the Concessionaire is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Concessionaire qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Concessionaire must have and adhere to a written policy that provides that its Employees will receive from the Concessionaire, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Concessionaire or that the Concessionaire 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 an agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Concessionaire. "Full-time" means forty (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) Concessionaire has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Concessionaire uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Agreement.
- If the Concessionaire is not required to comply with the Jury Service Program when the Agreement commences, the Concessionaire will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Concessionaire must immediately notify the County if the Concessionaire at any time either comes within the Jury Service Program's definition of "Contractor" or if the Concessionaire no longer qualifies for an exception to the Jury Service Program. In either event, the Concessionaire must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Concessionaire demonstrate, to the County's

satisfaction that the Concessionaire either continues to remain outside of the Jury Service Program's definition of "Concessionaire" and/or that the Concessionaire continues to qualify for an exception to the Program.

- Concessionaire's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Concessionaire from the award of future County agreements for a period of time consistent with the seriousness of the breach.

XIX. Section **14.0, TERMS AND CONDITIONS**, subsection **14.49, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST**, is added as follows:

14.0 TERMS AND CONDITIONS

14.49 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

Should the Concessionaire require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Concessionaire 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 Agreement.

XX. Section **14.0, TERMS AND CONDITIONS**, subsection **14.50, DAMAGE TO COUNTY FACILITIES, BUILDING OR GROUNDS**, is added as follows:

14.0 TERMS AND CONDITIONS

14.50 DAMAGE TO COUNTY FACILITIES

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

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

XXI. Section **14.0, TERMS AND CONDITIONS**, subsection **14.51, COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**, is added as follows:

14.0 TERMS AND CONDITIONS

14.51 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Agreement 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 Agreement. 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 Concessionaire 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 7.0 (Changes and 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 Agreement.

XXII. Section **14.0, TERMS AND CONDITIONS**, subsection **14.52, NON-EXCLUSIVITY**, is added as follows:

14.0 TERMS AND CONDITIONS

14.52 NON-EXCLUSIVITY

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Concessionaire. This Agreement will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

XXIII. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.53, **NOTICE OF DELAYS**, is added as follows:

14.0 TERMS AND CONDITIONS

14.53 NOTICE OF DELAYS

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

XXIV. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.54, **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**, is added as follows:

14.0 TERMS AND CONDITIONS

14.54 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Concessionaire and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party will 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.

XXV. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.55, **SUBCONTRACTING**, is added as follows:

14.0 TERMS AND CONDITIONS

14.55 SUBCONTRACTING

14.55.1 The requirements of this Agreement may not be subcontracted by the Concessionaire without the advance approval of the County. Any attempt by the Concessionaire to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

14.55.2 If the Concessionaire desires to subcontract, the Concessionaire must 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.

- 14.55.3** The Concessionaire must indemnify, defend, 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 Concessionaire employees.
- 14.55.4** The Concessionaire will remain fully responsible for all performances required of it under this Agreement, including those that the Concessionaire has determined to subcontract, notwithstanding the County's approval of the Concessionaire's proposed subcontract.
- 14.55.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Concessionaire is responsible to notify its subcontractors of this County right.
- 14.55.6** The County's Project Director 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, Concessionaire must forward a fully executed subcontract to the County for their files.
- 14.55.7** The Concessionaire will 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.
- 14.55.8** The Concessionaire must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Concessionaire must ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
Attn: Contracts and Procurement Division
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803

XXVI. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.56, **TERMINATION FOR CONVENIENCE**, is added as follows:

14.0 TERMS AND CONDITIONS

14.56 TERMINATION FOR CONVENIENCE

14.56.1 This Agreement 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 will be effected by notice of termination to the Concessionaire 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 will be no less than ten (10) days after the notice is sent.

14.56.2 After receipt of a notice of termination and except as otherwise directed by the County, the Concessionaire must:

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

14.56.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Concessionaire under this Agreement must be maintained by the Concessionaire in accordance with Paragraph 14.42 (Record Retention and Inspection/Audit Settlement).

XXVII. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.57, **TERMINATION FOR DEFAULT**, is added as follows:

14.0 TERMS AND CONDITIONS

14.57 TERMINATION FOR DEFAULT

14.57.1 The County may, by written notice to the Concessionaire, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- Concessionaire has materially breached this Agreement; or
- Concessionaire fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Concessionaire fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement 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.

14.57.2 In the event that the County terminates this Agreement in whole or in part as provided in Paragraph 14.57.1, 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 Concessionaire will 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 Concessionaire will continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph.

14.57.3 Except with respect to defaults of any subcontractor, the Concessionaire will not be liable for any such excess costs of the type identified in Paragraph 14.57.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Concessionaire. 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 Concessionaire. 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 Concessionaire and subcontractor, and without the fault or negligence of either of them, the Concessionaire will 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 Concessionaire to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

14.57.4 If, after the County has given notice of termination under the provisions of Paragraph 14.57 (Termination for Default) it is determined by the County that the Concessionaire was not in default under the provisions of Paragraph 14.57 (Termination for Default) or that the default was excusable under the provisions of subparagraph 14.57.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 14.56 (Termination for Convenience).

14.57.5 The rights and remedies of the County provided in this Paragraph 14.57 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVIII. Section **14.0, TERMS AND CONDITIONS**, subsection **14.58, VALIDITY**, is added as follows:

14.0 TERMS AND CONDITIONS

14.58 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this

Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

- XXIX.** Section 14.0, **TERMS AND CONDITIONS**, subsection 14.60, **COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**, is added as follows:

14.0 TERMS AND CONDITIONS

14.59 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

If a Concessionaire or member of Concessionaire's staff is convicted of a human trafficking offense, the County will require that the Concessionaire or member of Concessionaire's staff be removed immediately from performing services under the Agreement. 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 Concessionaire's staff pursuant to this paragraph will not relieve Concessionaire of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

- XXX.** Section 14.0, **TERMS AND CONDITIONS**, subsection 14.60, **INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE**, is added as follows:

14.0 TERMS AND CONDITIONS

14.60 INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE

14.60.1 Concessionaire 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 14.60 can be found at: www.lacountyipm.org.

14.60.2 Concessionaire 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.

14.60.3 Employee training may be self-certified by Concessionaires, provided the County has the ability to audit the training, and must 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.

14.60.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Concessionaire must 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 must include all of the following:

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

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

XXXI. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.61, **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**, is added as follows:

14.0 TERMS AND CONDITIONS

14.61 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

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

XXXII. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.62, **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**, is added as follows:

14.0 TERMS AND CONDITIONS

14.62 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Concessionaire acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Concessionaire 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 Concessionaire, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Concessionaire, 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 Concessionaire to termination of contractual agreements as well as civil liability.

XXXIII. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.63, **INJURY AND ILLNESS PREVENTION PROGRAM**, is added as follows:

14.0 TERMS AND CONDITIONS

14.63 INJURY AND ILLNESS PREVENTION PROGRAM

Concessionaire 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.

XXXIV. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.64, **CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN AGREEMENT PROCEEDING**, is added as follows:

14.0 TERMS AND CONDITIONS

14.64 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN AGREEMENT PROCEEDING

Pursuant to Government Code Section 84308, Concessionaire and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.

XXXV. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.65, **PROCUREMENT OF SB 1383-COMPLIANT COMPOST AND MULCH**, is added as follows:

14.0 TERMS AND CONDITIONS

14.65 PROCUREMENT OF SB 1383-COMPLIANT COMPOST AND MULCH

Any compost or mulch purchased by the Concessionaire must be SB 1383-compliant. Concessionaire is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Concessionaire must provide documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

XXXVI. Section 14.0, **TERMS AND CONDITIONS**, subsection 14.66, **REDUCE SINGLE-USE PLASTICS**, is added as follows:

14.0 TERMS AND CONDITIONS

14.66 REDUCE SINGLE-USE PLASTICS

14.66.1 Reduce Single-Use Plastics

The Concessionaire 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.

14.66.2 Procurement Data Reporting

The Concessionaire 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.

XXXVII. Section 14.0, **TERMS AND CONDITIONS**, subsection **14.67, EDIBLE FOOD DONATION**, is added as follows:

14.0 TERMS AND CONDITIONS

14.67 Edible Food Donation

14.67.1 Concessionaire 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.

14.67.2 Concessionaire must not intentionally cause or allow the spoilage of Edible Food capable of being recovered.

14.67.3 Concessionaire 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 Concessionaire.
- Copies of all contracts, agreements and written communications with each Food Recovery Organization/Service that has collected Edible Food from Concessionaire.
- 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.

XXXVIII. Section 14.0, TERMS AND CONDITIONS, subsection 14.68, CONFIDENTIALITY, is added as follows:

14.0 TERMS AND CONDITIONS

14.68 CONFIDENTIALITY

14.68.1 Concessionaire 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.

14.68.2 Concessionaire 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 Concessionaire, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Concessionaire's indemnification obligations under this Paragraph will be conducted by Concessionaire and performed by counsel selected by Concessionaire 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 Concessionaire 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 to reimbursement from Concessionaire for all such costs and expenses incurred by County in doing so. Concessionaire 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.

14.68.3 Concessionaire must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

14.68.4 Concessionaire must sign and adhere to the provisions of Exhibit K (Contractor Acknowledgement and Confidentiality Agreement).

XXXIX. Section **14.0, TERMS AND CONDITIONS**, subsection **14.69, PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**, is added as follows:

14.0 TERMS AND CONDITIONS

14.69 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

XL. Section **17.0, AUTHORIZATION WARRANTY**, is deleted in its entirety and replaced as follows:

17.0 AUTHORIZATION WARRANTY

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

XLI. Section, **18.0, Survival**, is added as follows:

18.0 SURVIVAL

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

Paragraph 2.0 Definitions

Paragraph 7.0	Changes and Amendments
Paragraph 14.13	Fair Labor Standards
Paragraph 14.14	Force Majeure
Paragraph 14.15	Governing Law, Jurisdiction, and Venue
Paragraph 14.17	Indemnification
Paragraph 14.18	General Provisions for All Insurance Coverage
Paragraph 14.19	Insurance Coverage Requirements
Paragraph 14.23	Notices
Paragraph 14.38	Waiver
Paragraph 14.42	Record Retention and Inspection/Audit Settlement
Paragraph 14.46	Compliance with Applicable Laws
Paragraph 14.47	Assignment and Delegation/Mergers or Acquisitions
Paragraph 14.56	Termination for Convenience
Paragraph 14.57	Termination for Default
Paragraph 14.58	Validity
Paragraph 14.64	Campaign Contribution Prohibition Following Final Decision in Agreement Proceeding
Paragraph 14.68	Confidentiality
Paragraph 14.69	Prohibition from Participation in Future Solicitation(s)
Paragraph 18.0	Survival

- XLII. **Exhibit B – SITE PLAN/CONCESSION PREMISES**, is deleted in its entirety and replaced to rectify the Concession Premises border line.
- XLIII. **Exhibit E – SAFELY SURRENDERED BABY LAW POSTER**, is deleted in its entirety and replaced by updated poster, as referenced under Section 14, Terms and Conditions, Subsection 14.5 Concessionaire’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law and 14.22 Notice to Employees Regarding the Safely Surrendered Baby Law.
- XLIV. **Exhibit G – COUNTY STAFF FEES**, is deleted in its entirety.
- XLV. **Exhibit K – CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**, is added and attached hereto, as referenced under Section 14, Terms and Conditions, Subsection 14.68.

XLVI. Exhibit L – CONTRIBUTION AND AGENT DECLARATION FORM, is added and attached hereto, as referenced under Section 14, Terms and Conditions, Subsection 14.64.

XLVII. Exhibit M – ADMISSION RECONCILIATION FORM, is added and attached hereto, as referenced under Section 6, Consideration, Subsection 6.6.

XLVIII. RATIFICATION

All other terms, conditions, covenants and promises of the Concession Agreement not affected by this Amendment Number One will remain in full force and effect and are hereby reaffirmed.

XLIX. EFFECTIVE DATE

The effective date of this Amendment Number One will be the date, month, and year first written above.

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

**COUNTY OF LOS ANGELES
Department of Parks and Recreation**

By _____
NORMA GARCÍA-GONZÁLEZ, Director

**CONCESSIONAIRE
Renaissance Entertainment Productions, Inc.**

By _____
Title

Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

October 10, 2024

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Norma E. García-González *Norma E. García-González*
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 10380 WITH RENAISSANCE ENTERTAINMENT PRODUCTIONS, INC. FOR THE OPERATION OF A RENAISSANCE THEME FAIRE CONCESSION AT SANTA FE DAM RECREATION AREA**

This letter provides notification to the Board of Supervisors (Board), in accordance with Board Policy 5.100, Sole Source Contracts and Amendments, regarding contracting policy requirements for sole source contracts, that the County of Los Angeles (County) Department of Parks and Recreation (Department) intends to enter into negotiations for a Sole Source Amendment (Amendment) to Agreement Number 10380 (Agreement) with Renaissance Entertainment Productions, Inc. (REP) for the purpose of continuing the operation of a Renaissance Theme Faire (Faire) concession at Santa Fe Dam Recreation Area (SFDRA) for an additional two years.

BACKGROUND

On March 8, 2016, the Board approved the award of a nine-year Agreement between the Department and REP for the operation of the Faire at SFDRA, set to expire February 28, 2025. The Faire is an outdoor event that celebrates the spirit of the Renaissance period. It features elaborate costumes, arts and crafts, food, music, dance, and other entertainment in a reenactment of a market faire during the Elizabethan era England. The Faire is generally open from the first weekend of April through the weekend before Memorial Day, for a total of seven weekends. As part of the Agreement, REP, at its sole expense, was required to complete a Capital Improvement Project (CIP) which consists of constructing a third vehicle lane beginning at the entrance of the SFDRA, the road is anticipated to be 1/3-mile-long x 12 feet wide, asphalt over crushed gravel base, with concrete containment curb. The estimated cost of the third vehicle lane was \$400,000, REP is not responsible for any costs above \$400,000. REP should have commenced construction of the road on or before March 8, 2020, and should have completed the project by March 7, 2022.

On March 19, 2020, pursuant to California Government Code Section 8550 et. seq., and County Code Section 2.68.150, the Chair of the Board issued a "Safer at Home" Executive Order temporarily closing non-essential businesses and prohibiting gatherings of ten or more people.

Each Supervisor
October 10, 2024
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Although the "Safer at Home" Executive Order was lifted in April 2021, Public Health restrictions continued to impose limits on public gatherings and social distancing. Due to these Public Health orders and continued social gathering and social distancing restrictions, REP was unable to fulfill their contractual obligations to host the annual Faire in 2020 and 2021 and were unable to begin the required CIP to build a third-vehicle lane within SFDRA as required by the Agreement.

By extending the Agreement for an additional two years, REP will host the two Faires that were cancelled for 2020 and 2021 due to the public health emergency and other Public Health restrictions; and will provide additional time for REP to complete the required CIP. As a condition of the extension, in addition to completing the CIP, the County will negotiate an increase in the annual rent to the County and will negotiate an additional community benefit in the form of 1,500 children admission tickets and 150 adult admission tickets, free of charge to disburse to children and instructors participating in Department-sponsored camps and other recreational activities. The Department will work with REP to develop and implement an outreach program to ensure that Our Spot Teen Centers and Everybody Plays youth and families are aware of these free faire tickets. In addition, the Department will work with REP to develop a marketing plan of the ticket program to high need communities.

JUSTIFICATION

Negotiating an Amendment with REP will allow the continued operation of the annual Faire at SFDRA and provide County residents and visitors with a historical 16th century renaissance experience while also allowing REP to complete the required CIP at SFDRA. The existing Agreement has no further extension options available, and an Amendment is required to extend the term for an additional two-year period, from March 1, 2025, through February 28, 2027.

The Amendment will also allow for the Department to complete the solicitation process for a new agreement and ensuring the annual continuance of the Faire.

CONCLUSION

Pursuant to Board Policy 5.100, Sole Source Contracts and Amendments, the Department will proceed with Sole Source Amendment negotiations with REP, unless otherwise instructed by your Board within the next four weeks.

If negotiations are successful, the Department will return to the Board for approval of the Amendment.

If you have any questions, please contact me or Malou Rubio, Administrative Deputy at (626) 588-5293, or Ruben Lopez, Regional Operations Manager at (626) 588-5278.

NEGG:AB:MR
RL:BT:ZC:rc

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