



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

March 17, 2026

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:

**APPROVAL OF A SOLE SOURCE AGREEMENT WITH RENAISSANCE
ENTERTAINMENT PRODUCTIONS, INC. FOR THE OPERATION OF A
RENAISSANCE THEME FAIRE AT SANTA FE DAM RECREATION AREA
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

SUBJECT

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or designee, to execute a sole source agreement between the County of Los Angeles and Renaissance Entertainment Productions, Inc., for the operation of a Renaissance Theme Faire at Santa Fe Dam Recreation Area.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of the recommended agreement for the operation of a Renaissance Theme Faire is categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board Letter and in the record of the agreement.
2. Delegate authority to the Director of Parks and Recreation, or designee, to execute a sole source agreement with Renaissance Entertainment Productions, Inc., substantially similar to the attached sample agreement, upon approval as to form by County Counsel, for the operation of a Renaissance Theme Faire at Santa Fe Dam Recreation Area, for an initial term of five years, with one additional five year extension option, for a total contract term of ten years.
3. Delegate authority to the Director of Parks and Recreation, or designee, to exercise one five-year extension option, at the Director's sole discretion, for the operation of the Renaissance Theme Faire; and to approve and execute change orders and amendments to incorporate changes within the Agreement, including, but not limited to, operational responsibilities, ability to increase the number of beer gardens and types of alcoholic beverages sold; to add, delete, and/or change

certain terms and conditions as required under Federal or State law or regulation, County policy and/or the Board of Supervisors; and to assign rights or delegation of duties should the contracting entity merge, be acquired or otherwise change entity; and to suspend or terminate the agreement at the Director's sole discretion, if it is in the best interest of the County of Los Angeles to do so.

4. Approve and instruct the Department of Parks and Recreation to deposit the capital improvement contribution into an Auditor-Controller approved account from the recommended agreement with Renaissance Entertainment Production, Inc. for use at Santa Fe Dam Recreation Area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Santa Fe Dam Recreation Area (SFDRA) is located in the City of Irwindale and is a regional recreational facility that attracts approximately 800,000 visitors annually. SFDRA offers different services and amenities including a swim beach, nature trails, fishing, playground and picnic areas, a bike trail, a snack bar, and non-motorized cycle and watercraft rentals.

The Renaissance Theme Faire (Faire) is a unique large scale outdoor festival that celebrates the spirit of the Renaissance period through immersive entertainment, including elaborate costumes, arts and crafts, food, music, dancing, theater performances and other entertainment in a reenactment of a market during the Elizabethan era in England. The Faire operates seven consecutive weekends from the first weekend of April through the weekend before the Memorial Day holiday weekend and attracts approximately 135,000 guests each year.

The Faire is a one-of-a-kind event that falls outside of the Department of Parks and Recreation's (LA County Parks) regular programming and operations and is of great recreational value and benefit to the residents of Los Angeles County (County) and its visitors. Through successful partnership agreements with Renaissance Entertainment Productions, Inc. (REP), LA County Parks has been hosting the Faire for the past 17 years at SFDRA. REP has consistently demonstrated the operational capacity and specialized expertise required to deliver a large-scale, culturally themed event that serves thousands of LA County residents and visitors each year.

Entering into a sole source agreement with REP will ensure the continuation of a proven revenue-generating event that directly supports LA County Parks' operating revenue budget. LA County Parks negotiated with REP to increase the potential revenue. This approach is a pilot to explore opportunities to revisit existing contracts that can help support the following:

- **Revenue Growth:** Generate much needed revenue to LA County Parks to support its operating budget.
- **Community Benefit:** Deepen community benefit programs for the benefit of the public.
- **Capital Improvement:** Establish a Capital Improvement Program to fund projects that enhance SFDRRA facilities and operations, ensuring improvement to visitor experiences and park infrastructure.

Your approval of the recommended agreement will establish a new revenue source from all alcohol beverage sales, implement various measures to streamline park entry, including pre-paying for parking with the purchase of Faire admission, which may reduce wait times, improve visitor entrance flow, and mitigate traffic overflow into the park. In addition, the recommended agreement will also establish a community benefit program by enhancing access to the Faire through LA County Parks sponsored activities. REP will provide LA County Parks with complimentary admission tickets for both children and adults each year for the duration of the agreement.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended agreement 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

Pursuant to the terms of the recommended agreement, REP will pay LA County Parks a guaranteed annual Operational Use Fee that will increase on a biennial basis, at a compounded rate of three percent (3%) in the following amounts per year, which will support LA County Parks operations:

Year 1 and 2 of the Agreement: \$127,520
Year 3 and 4 of the Agreement: \$131,346
Year 5 and 6 of the Agreement: \$135,286
Year 7 and 8 of the Agreement: \$139,345
Year 9 and 10 of the Agreement: \$143,525

In addition, LA County Parks will collect and retain 100% of the Vehicle Entry Fee (VEF) from the Faire. However, should the VEF be below the Minimum Parking Guarantee, REP will pay LA County Parks the difference between the Minimum Parking Guarantee

and the total VEF collected from the Faire. The Minimum Parking Guarantee from the VEF will increase on a biennial basis, at a compounded rate of three percent (3%) in the following amounts per year, which will support LA County Parks operations:

Year 1 and 2 of the Agreement: \$417,918
Year 3 and 4 of the Agreement: \$430,455
Year 5 and 6 of the Agreement: \$443,368
Year 7 and 8 of the Agreement: \$456,669
Year 9 and 10 of the Agreement: \$470,369

REP will also pay LA County Parks a flat fee of one dollar (\$1) per Faire admission ticket redeemed and not refunded, and five dollars (\$5) per season pass purchased. LA County Parks anticipates receiving approximately \$130,000 annually from the admission tickets and season passes revenue sharing, which will support LA County Parks operations.

Additionally, the agreement will establish a seven percent (7%) revenue share of all alcohol beverage sales to be paid at the end of each Faire for years one through five, which will support LA County Parks operations. Should LA County Parks exercise the five-year extension option, the revenue share percentage will be renegotiated. LA County Parks does not have sufficient data to support a revenue estimate from this source, which also may be impacted by decreased attendance at large scale special events due to the U.S. Immigration and Customs Enforcement (ICE) raids.

The recommended agreement will also incorporate a Capital Improvement Program (CIP) that will provide improvements to the SFDRRA at the sole discretion of the Director, or designee. In year two of the agreement REP will contribute \$175,000 towards the Capital Improvement Fund (CIF) and should the agreement be extended, REP will contribute an additional \$175,000, for a total of \$350,000 to the CIF. The Capital Improvement contribution from the recommended agreement will be deposited in an Auditor-Controller approved account for the use at Santa Fe Dam Recreation Area.

OPERATING BUDGET IMPACT

The revenues from the VEF and the Operational Use Fees are included in the Department's Fiscal 2025-2026 Operating Budget. LA County Parks will work with the Chief Executive Office on increasing budgeted revenue through the County budget process.

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 new sole source Agreement is consistent with said purposes.

The attached Sample Agreement contains terms and conditions supporting your Board of Supervisors (Board) ordinances, policies, and programs, including, but not limited to: all mandatory County contracting provisions, including Consideration of Hiring Greater Avenues for Independence (GAIN) and Skills and Training to Achieve Readiness for Tomorrow (START) Program; the Contractor Employee Jury Service Program; the Defaulted Property Tax Reduction Program Ordinance; Concessionaire's Acknowledgement and Notice to Its Employees of the Safely Surrendered Baby Law; Compliance with County's Zero Tolerance Policy on Human Trafficking; Compliance with Fair Chance Employment Practices; and the Compliance with the County Policy of Equity. The Sample Agreement is in compliance with all Board and CEO requirements. The CEO's Risk Management Office has approved the insurance, indemnification and liability provisions included in the Sample Agreement.

District Engineer of ACOE and County Counsel will approve the agreement as to form prior to the Director executing the agreement.

CONTRACTING PROCESS

To comply with Board Policy 5.100, Sole Source Contracts, on February 5, 2026, the Director sent the Board a Notification of Intent to enter into Negotiations for a Sole Source Agreement with REP, to notify the Board that LA County Parks intends to enter into negotiations for a new Board-approved long-term sole source agreement with REP (Attachment II). After four weeks of the Notification of Intent to enter into Negotiations for a new Sole Source Agreement, LA County Parks engaged REP and began negotiations to enter into a new long-term sole source Agreement. In the past, REP has been the only party to participate in competitive calls for similar faire events at SFDRA. A new agreement with REP is supported by the unique nature of this event and REP's proven track record.

ENVIRONMENTAL DOCUMENTATION

The recommended Agreement is categorically exempt from the California Environmental Quality Act (CEQA). The Agreement, which consists of the operation of a Renaissance Theme Faire at the Santa Fe Dam Recreation Area, is within a certain class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The agreement provides for operations and licensing of existing public facilities.

In addition, based on the record supporting the recommended Agreement, the operations and licensing activities will comply with all applicable regulations. There are no cumulative impacts, unusual circumstances, damage to scenic highways, inclusion on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that implementation of the recommended Agreement may cause a substantial

adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, LA County Parks will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreement will ensure the 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 SFDRA license premises after the Faire, including reseeding the grounds after tear down.

CONCLUSION

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

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 bll@parks.lacounty.gov.

Respectfully submitted,



NORMA E. GARCÍA-GONZÁLEZ
Director

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

Attachments

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



**SAMPLE LICENSE AGREEMENT
BY AND BETWEEN**

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

AND

RENAISSANCE ENTERTAINMENT PRODUCTIONS, INC.

FOR

**OPERATION OF THE RENAISSANCE THEME FAIRE AT
SANTA FE DAM RECREATION AREA**

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STANDARD EXHIBITS

- A** Department of the Army Master Lease Agreement
- B** Demised Premises/Site Plans
- C** Licensee's Operation Plan
- D** County Staff Fees
- E** County's Evaluation Report
- F** Licensee's Annual Revenue Share Statement
- G** Licensee's Acknowledgement and Confidentiality Agreement
- H** Performance Requirements Summary Chart
- I** Artificial Trans Fat Reduction Program
- J** County Smoking Ban Ordinance
- K** Revenue Reconciliation Form
- L** Advertising Materials, Publicity, Credit in Promotional Materials and Logos
- M** Contribution and Agent Declaration Form
- N** County's Administration
- O** Licensee's Administration
- P** Department's Policy/Procedure Manual PM552, Alcoholic Beverages – Sales and/or Consumption at a County Park Facility

**LICENSE AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
RENAISSANCE ENTERTAINMENT PRODUCTIONS, INC.
FOR THE OPERATION OF THE RENAISSANCE THEME FAIRE AT THE
SANTA FE DAM RECREATION AREA**

This License Agreement, made and entered into this _____ day of _____, 2026,

BY AND BETWEEN

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

AND

**RENAISSANCE ENTERTAINMENT
PRODUCTIONS, INC.,** hereinafter
referred to as "Licensee."

RECITALS

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

WHEREAS, the Department of the Army (hereinafter "United States" and/or the "District Engineer") is the fee owner of the real property that has under authority of Section 4 of the Act of Congress approved December 22, 1944, as amended (16 U.S.C. 460d), and the Federal Water Project Recreation Act, 79 Stat. 214 (16 U.S.C. 460L-13), granted to the County of Los Angeles a lease, a copy of which is attached hereto as Exhibit A and incorporated by this reference, for a period of fifty (50) years commencing on May 4, 1976, and ending on September 29, 2030, (hereinafter "the Lease") to use and occupy approximately 835.77 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Santa Fe Flood Control Basin Project Area; and

WHEREAS, the license agreement (Agreement) for the operation of a renaissance theme faire is consistent with said purpose; and

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

WHEREAS, County and Licensee agree that the primary objective for Licensee's performance under this Agreement is to maximize the public use of the Santa Fe Dam Recreation Area and the revenue to be received by the County as a result thereof; and

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

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through P are attached hereto and form a part of this Agreement. 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 Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Department of the Army Master Lease Agreement
Exhibit B	Demised Premises/Site Plans
Exhibit C	Licensee's Operation Plan
Exhibit D	County Staff Fees
Exhibit E	County's Evaluation Report
Exhibit F	Licensee's Annual Revenue Share Statement
Exhibit G	Licensee's Acknowledgement and Confidentiality Agreement
Exhibit H	Performance Requirements Summary (PRS) Chart
Exhibit I	Artificial Trans Fat Reduction Program
Exhibit J	County Smoking Ban Ordinance
Exhibit K	Revenue Reconciliation Form
Exhibit L	Advertising Materials, Publicity, Credit in Promotional Materials and Logos
Exhibit M	Contribution and Agent Declaration Form
Exhibit N	County's Administration
Exhibit O	Licensee's Administration
Exhibit P	Department's Policy/Procedure Manual PM552, Alcoholic Beverages – Sales and/or Consumption at a County Park Facility

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless prepared pursuant to Section 7.0, Change Orders and Amendments, and signed by both parties.

2.0 DEFINITIONS

Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Agreement Year:** The 365-day period commencing on the first day following the approval of this Agreement by the Board of Supervisors which date will become the effective date of this Agreement and each following 365-day period thereafter throughout the term of this Agreement.
- 2.1.2 **Alcoholic Beverage:** Any liquid prepared by flavoring, heating and/or mixing in advance of consumption thereof, including alcohol, spirits, liquor, beer and wine as defined in the California Alcoholic Beverage Control Act.
- 2.1.3 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.4 **Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.1.5 **License Agreement:** Hereinafter referred to as Agreement; is the agreement between County and Licensee.
- 2.1.6 **Demised Premises:** The area within the Santa Fe Dam Recreation Area, Northwest area of Area B, as shown in Exhibit B, Demised Premises/Site Plans, for the use granted herein by the Agreement.
- 2.1.7 **Licensee:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Agreement.
- 2.1.8 **Licensee's Project Manager:** The person designated by the Licensee to administer this License Agreement operations after the License Agreement award.
- 2.1.9 **Corps:** The United States Army Corps of Engineers.
- 2.1.10 **County:** The County of Los Angeles.

- 2.1.11 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of this License Agreement.
- 2.1.12 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this License Agreement that cannot be resolved by the County's Project Manager.
- 2.1.13 County's Project Manager:** Person designated by County's Project Director to manage the operations under this License Agreement
- 2.1.14 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.15 Department:** The County of Los Angeles Department of Parks and Recreation (LA County Parks), which is entering into this Agreement on behalf of the County of Los Angeles.
- 2.1.16 Director:** Director of the Department of Parks and Recreation or an authorized representative thereof acting on behalf of the County for matters relating to this Agreement.
- 2.1.17 District Engineer:** The District Engineer of the United States Army Corps of Engineers, Los Angeles District, his authorized representative, or his designee.
- 2.1.18 Event:** The Renaissance Theme Faire which will only operate on weekends (Saturday and Sunday), beginning on or after the first weekend in April and ending no later than the last weekend in May, prior to the Memorial Day weekend. The hours of operation will be from 10:00 A.M. to 7:00 P.M.
- 2.1.19 Gross Receipts:**
- a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be all money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees, and commissions made or earned by the Licensee and/or all the assignees, subcontractor, lessees, permittees or Licensee's thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted or performed in whole or in part, on the Demised Premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise.
 - b. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes, and bone fide bad debts.
 - c. Except as specifically provided below gross receipts reported by Licensee and its subcontractors, assignees, and permittees, must

include the full usual charges for any services, goods, rentals or facilities provided by Licensee or its subcontractors, assignees, or permittees. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Licensee such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Licensee to a governmental agency accompanied by a tax return statement.

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

2.1.20 Gross Sales Price: The total consideration resulting from the transfer of this Agreement, whether whole or in part, determined by the total cash payments, whether paid or due, and the fair market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances claims and judgments.

2.1.21 Improvements: Any and all buildings, structures, and other improvements, which may at any time be erected, on or affixed to the property, during the term of this Agreement. The term "Improvements" also includes, but is not limited to, apparatus affixed or attached to any of the buildings now or hereafter constructed on the property; all components of the heating, ventilation and air condition equipment located within any building; all components of the plumbing, water systems, cleaning systems, security, infrastructure; and landscaping and irrigation system. A permanent addition to, or betterment of, real property that enhances the Park's capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable, as distinguished from ordinary repairs. The term "improvements" specifically excludes Licensee's equipment not affixed to the property.

2.1.22 Inclement Weather: Weather conditions that include but are not limited to rain, flooding, extreme cold, or heat that may impair travel conditions, cause power outages, or otherwise impede public safety or make opening the Park impossible or more difficult.

2.1.23 Operational Use Fee: Fee charged by the County for the use of the Demised Premises for the Event. This fee will increase on a biennial basis, at a compounded rate of three percent (3%).

2.1.24 Park: Santa Fe Dam Recreation Area, located at 15501 East Arrow Highway, Irwindale, California

2.1.25 State: The State of California.

- 2.1.26 Structure:** Anything constructed or erected with fixed locations on the ground. Among other things, structures include buildings, mobile homes (manufactured homes), walls, fences, billboards, and poster panels.
- 2.1.27 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 Agreement, at any tier, under oral or written agreement.
- 2.1.28 Trade Fixtures:** Those removable items brought onto the Demised Premises by the Licensee for the operation of the Event, not affixed to the property, and removable by the Licensee at the expiration of the Agreement. They are distinguished from improvements to real property which must be left intact when the Licensee vacates the premises.
- 2.1.29 United States:** The United States of America, the Department of the Army.

3.0 MASTER LEASE PROVISIONS AND REQUIREMENTS

This Agreement is granted subject to all rights and privileges retained by the United States of America, Department of the Army, (hereinafter: United States) within the Park pursuant to the provisions and conditions of the "Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin, No. DACW09-1-76-72", as approved by the Board of Supervisors on April 24, 1976 and granted to County by the Secretary of the Army under authority of Flood Control Act of 1944 Section 4 of the Act of Congress approved December 22, 1944, as amended. Accordingly, Licensee accepts and agrees to be bound by the following conditions thereof:

- a) That the primary purpose of the Santa Fe Dam Flood Control Basin is the control of flood, and nothing herein expressed or implied shall be construed so as to conflict with that purpose.
- b) That the Demised Premises shall be subordinate to the use thereof by the Department of the Army in the operation and maintenance of the Santa Fe Dam Flood Control and Basin.
- c) That the exercise of the privileges granted herein shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the Santa Fe Dam Recreational Area and shall be subject to the general supervision of the District Engineer for the Los Angeles District of the Army Corps of Engineers (hereinafter: District Engineer).
- d) That the United States shall be held harmless from all claims which may arise from or be incident to the exercise of the privileges granted herein.
- e) That the United States and the Los Angeles County Flood Control District shall not be liable for damages to property or injuries to persons which may arise from or be incidental to the exercise of the privileges granted herein or for damages to the property of Licensee, or for damages to the property or injuries to the person of Licensee and/or the officers, agents, servants or employees or others who may be

- on the Demised Premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said Premises by the United States or the Los Angeles County Flood Control District, or flooding from any other cause, or arising from or incident to any other governmental activities on the Demised Premises, and Licensee shall hold the United States, the Los Angeles County Flood Control District and the County of Los Angeles harmless from any and all such claims.
- f)** That this Agreement shall be subject to the prior approval of the District Engineer.
 - g)** That charges for services rendered and for the use of the Demised Premises shall be reasonable and shall have the prior written approval of the District Engineer.
 - h)** That Licensee shall hold the United States, the Los Angeles County Flood District and the County of Los Angeles harmless from any and all claims or rights of action for damages which may or might arise or accrue to Licensee and/or the officers, agents, servants, employees or others who may be on the Demised Premises at their invitation or the invitation of any one of them, by reason of injuries to the property, or the person of any of them resulting from the entry upon or the use of the Demised Premises, by the United States, the Los Angeles County Flood Control District, the County of Los Angeles or any one of them at any time, for any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the Demised Premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood control work.
 - i)** That the Demised Premises shall not be used for human habitation except for night watchmen or patrolmen. Any such night watchmen or patrolmen, and any structures or trailers located on the Premises for the use of such persons shall be subject to the prior approval thereof by the District Engineer.
 - j)** That the United States, its officers, agents and employees may enter upon the Demised Premises at any time for any purpose necessary or convenient in connection with river and flood control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use thereof as may be necessary in connection with flood control work, and Licensee shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.
 - k)** That the United States may construct, or permit the construction of, facilities for military requirements and for communications, electrical distribution or transmission, water supply, flood channels, sewage disposal and similar purposes on the Demised Premises, and Licensee shall have no claim for compensation for damage of any character on account thereof.
 - l)** That this Agreement may be revoked by the Secretary of the Army in the event the County and/or Licensee violates any of the terms and conditions of this Agreement and persists therein for a period of thirty (30) days after notice thereof in writing by the District Engineer. Upon any such revocation, Licensee shall vacate the Demised Premises, remove all property therefrom and restore said Premises to a condition satisfactory to the District Engineer within such time as the Secretary of

- the Army may designate. In the event of failure or neglect to remove property and/or restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be so restored at the expense of Licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.
- m) That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or of the benefits arising from the Licensee's operations at Santa Fe Dam Recreation Area Renaissance Theme Faire pursuant to this Agreement. Nothing, however, herein contained shall be constructed to extend to any incorporated company, if said Agreement is for the general benefit of such cooperation or company.

4.0 USE GRANTED

- 4.1** Licensee is hereby authorized and required to:
- a) Conduct a Renaissance Theme Faire at the Park;
 - b) Operate, construct and transform the premises to a fully interactive Renaissance Theme Faire, that will provide performances which demonstrate and teach various crafts, skills and games with an educational benefit and/or experience; and
 - c) Provide a maximum of 150 vendor spaces for sales of goods and services associated with the Event. The maximum number of vendor space can be increased at the sole discretion of the Director if the demised premise is increased as provided in Section 6.0, Subsection 6.2.
- 4.2** The Licensee shall be responsible for installing and providing adequate fixtures and equipment required for the Event. Licensee shall not bring in materials or perform any set up prior to February 15th of every year. No permanent structures will be permitted. Licensee's activities shall not interfere with the Corps' abilities to operate and maintain the Dam for flood control purposes. Licensee must coordinate proposed Event activities with Los Angeles County Public Works (water conservation).
- 4.3** Licensee acknowledges and agrees that as of the commencement of the Term of this Agreement:
- a) by separate agreement with a third-party provider (hereinafter the "Provider"), the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at the Demised Premises; and
 - b) the aforementioned agreement contains a provision granting the Provider a right-of-first refusal to provide additional beverage vending machines at the Demised Premises, and that a waiver of the provider's right-of-first refusal

is required in order to permit the Licensee to sell non-alcoholic beverages from vending machines at the Demised Premises; and

- c)** subsequent to the commencement of Term of this Agreement hereto, and only upon Licensee's written request, the Director shall request the provider's waiver on behalf of the Licensee, and immediately thereafter advise the Licensee of the outcome of said request.
- 4.4** Licensee acknowledges personal inspection of said property and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Licensee accepts said property in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.
- 4.5** The use granted is subject to the rights reserved by the United States, its officers, agents and employees in the Master Lease Agreement, to enter the Demised Premises at any time and for any purpose necessary or convenient in connection with river, harbor and flood control work, and to remove timber or other material required for such work; to flood the Demised Premises when necessary, and/or to make any other use of the land as may be necessary in connection with flood control, and Licensee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof; to make inspections concerning the operation and maintenance of the Demised Premises; to prohibit any permanent type of recreation building or accessory facilities on the Demised Premises below twenty-five year (25) flood frequency elevations, as determined by the United States acting by and thru the Corps, and limit any such improvement to open type structures between twenty-five (25) and fifty (50) year flood frequency elevations, as determined by the Corps.
- 4.6** Licensee understands and agrees that this Agreement is by lease; and confers only permission to occupy and use the Demised Premises described for the prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Licensee any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the Demised Premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the Demised Premises for the use granted herein.
- 4.7** Any merchandise, memorabilia, services, activities, food, and/or beverages proposed to be provided or sold to the public and any temporary structures and equipment constructed within the Demised Premises that are consistent with the use granted hereinabove must be submitted in writing for approval by the Director and the District Engineer.
- 4.8** Licensee is responsible for complying with all food, health and safety laws and adhering to the County's Public Health Department's requirements for obtaining the required permit(s) and/or license(s) for the sale of food and beverages.

5.0 TERM OF AGREEMENT

- 5.1** The term of this Agreement shall be for a period of five (5) years, commencing April 1, 2026, following Board of Supervisors approval, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 5.2** The County will have the sole option to extend this Agreement term for an additional five (5) year option term, for a maximum total Agreement term of 10 years, ending on June 30, 2035. Such option term shall be exercised at the sole discretion of the Director, or designee, provided: 1) the Licensee has satisfactorily completed, as confirmed by the Director, the required capital improvement payment; and 2) the Licensee is in compliance with all other provisions of this Agreement.
- 5.3** The County maintains a database that tracks/monitors Licensee performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- 5.4** The Licensee must notify the Department when this Agreement is within six (6) months of the term expiration, as provided for hereinabove. Upon occurrence of this event, the Licensee must send written notification to Department at the address herein provided in Section 15.29, Notices.

6.0 DEMISED PREMISES

- 6.1** The use granted shall be conducted within the Demised Premises, as shown in Exhibit B, attached hereinafter and incorporated herein by reference.
- 6.2** The Licensee shall request the Department, in writing, any incremental increases to the Demised Premises, including parking lots, no less than six (6) months and no more than nine (9) months prior to the next Event. Requests submitted less than six (6) months before the Event shall not be guaranteed approval for that Event year. Any proposed increase of the Demised Premises will be subject to approval by the Director and the Army Corps of Engineers at their sole discretion. Should the Demised Premises be increased, a revised Exhibit B, Demised Premises/Site Plans, must be provided within 60 days of approval.

The Licensee and the County agree the License Premise will not be reduced from the size established from the previous year.

- 6.3** The Demised Premises shall be used only and exclusively for the purposes authorized herein and only such other purposes as are related thereto, provided express prior written approval therefore is granted by the Director, and for no other purposes whatsoever.
- 6.4** Any improvements, additions, alterations, or changes to the Demised Premises shall become the property of the County; and shall be subject to prior written approval by the Director and the District Engineer; securing applicable permits by Licensee; and compliance with such terms and conditions as may be imposed by

the Director and the Army Corps of Engineers. All construction shall be at the Licensee's sole expense.

- 6.5** Licensee hereby acknowledges the title of the United States of America, County, and/or any other public agencies having jurisdiction thereover, in and to the Demised Premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 6.6** **Ownership of Improvements:** Ownership of all structures, buildings or improvements constructed by Licensee upon the Demised Premises and all alterations, additions or betterments thereto, shall become the property of the County without compensation being paid therefore, subject to the rights granted to the Licensee hereinabove. Upon termination of the Agreement, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director or the District Engineer, may require the Licensee to remove at Licensee's sole expense, said structures, buildings, improvements, alterations, additions, or betterments, upon written notice, ninety (90) days prior to the date of termination of this Agreement. Should Licensee fail to remove said structures, buildings and improvements, same may be sold, removed and demolished by the County, Licensee shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

7.0 CHANGE ORDERS AND AMENDMENTS

- 7.1** The Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions under this Agreement. The County reserves the right to add/or change such provisions as required by the Board. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Director, or designee, and the Licensee.
- 7.2** Notwithstanding the above, this Agreement may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Licensee and thereafter the Director, or designee, and approved by the District Engineer.
- 7.3** The Director, at their sole discretion, may authorize non-material changes to this Agreement pursuant to a Change Order.
- 7.4** The Director may authorize extensions of time as defined in Section 5.0, Term of Agreement. Licensee agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement must be prepared and executed by the Licensee and by the Director, or designee.

8.0 CONSIDERATION

8.1 Operational Use Fee

In consideration for the use granted herein pursuant to Subparagraph 4.0, Use Granted hereinabove, Licensee will pay an Operational Use Fee in the amount of One Hundred Twenty-Seven Thousand and Five Hundred Twenty Dollars (\$127,520) per Event during the first and second year of the term of this Agreement. Said Operational Use Fee must be paid to the County in two (2) equal monthly installments on May 15th and June 15th of the Agreement Year.

The Operational Use Fee will increase, on a biennial (every two years) basis, at a compounded rate of three percent (3%), beginning on the anniversary date of the commencement of the term of the Agreement as follows:

Year 3 and 4 of the Agreement: \$131,346

Year 5 and 6 of the Agreement: \$135,286

Year 7 and 8 of the Agreement: \$139,345

Year 9 and 10 of the Agreement: \$143,525

8.2 Capital Improvement Program

As part of the Capital Improvement Program (CIP), Licensee must pay an amount equal to \$35,000 per year for the term of this Agreement, to be deposited into the hereinafter mentioned Capital Improvement Program Fund (CIPF). Said CIPF must be paid to the County in two equal installments of \$175,000 as follows:

- 1st installment payment is due during year two (2) of this Agreement, no later than March 30, 2028; and
- 2nd installment payment is due during year six (6) of the extension option, no later than March 30, 2032.

8.2.1 CIP amounts due to the County shall be made by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payments shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. A late payment charge of two percent (2%) per month shall be added to any late payments received by the Treasurer/Tax Collector. However, the late payments charge herein provided may be waived, whenever the Director finds the late payments excusable by reason of extenuating circumstances, provided that such a waiver is granted no more than four (4) times during the term of this Agreement and requested by the Licensee within 30 days of when the rent was initially due. At no time during the term of this Agreement shall the County be obligated to notify the Licensee of the accumulation of late payments charges.

8.3 Minimum Parking Guarantee

Licensee must pay the difference, if any, between the Minimum Parking Guarantee and the total vehicle entry fees collected by the County during the Event. The Minimum Parking Guarantee is four hundred seventeen thousand and nine-hundred eighteen dollars (\$417,918) for the first and second years of this Agreement.

Minimum Parking Guarantee will increase on a biennial basis, at a compounded rate of three percent (3%) beginning on the anniversary of the date of the commencement of the term of this Agreement as follows:

Year 3 and 4 of the Agreement: \$430,455

Year 5 and 6 of the Agreement: \$443,368

Year 7 and 8 of the Agreement: \$456,669

Year 9 and 10 of the Agreement: \$470,369

8.3.1 In accordance with Paragraph 8.3 above, the vehicle entry fees total for the weekend, as collected by County personnel, shall be provided to the Licensee no later than the Tuesday following each weekend the Event is operating.

8.3.2 Within fifteen (15) days after the close of the Event for a specific agreement year, as provided for hereinafter in Paragraph 14.5, Days and Hours of Operation, the Department of Parks and Recreation shall reconcile the per Event Minimum Parking Guarantee with the aggregate of vehicle entry fees collected in accordance with Paragraph 8.3. The reconciliation shall be based on the following:

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

If the Department of Parks and Recreation finds that amount (B) exceeds amount (A), then no payment is required. However, should amount (B) fail to exceed or equal amount (A), then the amount equal to the difference must be paid by the Licensee to the Department of Parks and Recreation, no later than sixty (60) days following the close of Renaissance Theme Faire's operation(s) for a specific Agreement Year.

8.4 Admission Ticket Fee

Licensee 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 for use throughout the duration of the Faire.

Said Ticket Fee will be paid to the County in full on June 30th after each Event throughout the term of the Agreement. Attached to the Ticket Fee payment, the

Licensee shall submit a Revenue Reconciliation Form (Exhibit K) 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 Revenue Reconciliation Form will be used to reconcile and determine the total fees due to the County.

8.5 Alcohol Revenue Share

Licensee must pay to the County seven percent (7%) revenue of all alcoholic Beverage sales for the initial five (5) year term of the Agreement.

For the final five (5) year extension option term of this Agreement, said revenue percentage for alcoholic Beverage sales will be renegotiated, but will not be reduced below seven percent (7%). Alcohol Beverage sales must be reported on Exhibit K, Revenue Reconciliation Form.

Said alcohol beverage sales must be paid to the County in full on June 30th after each Event throughout the term of the Agreement. Attached to the Alcohol Revenue payment, the Licensee shall submit a Revenue Reconciliation Form (Exhibit K) detailing the revenue generated from all alcohol sales: beer, wine, mixed drinks. This Revenue Reconciliation Form will be used to reconcile and determine the total fees due to the County.

8.6 The Licensee must be required to pay any additional fees as required by Corps, the County, the City of Irwindale, the Los Angeles County Sheriff's Department, and other governmental agencies, as applicable.

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

9.0 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

The Licensee must maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Licensee must also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Licensee agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payments, timecards, sign-in/sign-out sheets and other time and employment records, appropriate documentation for voided transactions (including approval for the void), and proprietary data and information, will be kept and maintained by the Licensee and will be made available to the County during

the term of this Agreement 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 must 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 will 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.

9.1 In the event that an audit of the Licensee is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Licensee or otherwise, then the Licensee must 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 Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

9.1.1 Failure on the part of the Licensee to comply with any of the provisions of this Subparagraph 9.1 will constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

9.2 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Licensee regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Licensee, then the difference must be either: a) repaid by the Licensee to the County by cash payments 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 Agreement 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 will be paid to the Licensee by the County by cash payments, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

9.3 If the County notifies the Licensee that the Licensee did/does not, to the reasonable satisfaction of the County: 1) adequately maintain the documents required under Section 9.0 of this Agreement, and/or 2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions that would not be prevented and/or detected in the normal course of business, and/or 3) if the County is not able to reasonably determine whether the Licensee reported and paid the correct amount due to the County under this Agreement, then the County will assess penalties specified in this section upon the Licensee.

9.3.1 The parties hereby agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to meet the requirements of this section of this Agreement, and that a reasonable estimate of such damages shall range from: 1) 10% to 20% of

the total gross receipts for the period of time that the County determines the Licensee did not meet the requirements under this section of this Agreement, and/or 2) termination of this Agreement, determined at the sole discretion of the County.

- 9.4** In the event the County hires an Independent Certified Public Accounting firm (CPA) to perform an audit of the Licensee's gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Licensee, the CPA is unable to issue a qualified opinion as to gross receipts for the Licensee, the CPA may employ alternative methods to impute payment for the period of inadequate records and calculate payment due. The CPA (or the County) may use the Licensees gross receipts last audited (in which an unqualified audit opinion was expressed), inflated by the Consumer Price Index for All Urban Consumers for the Los Angeles, Riverside, and Orange County areas. Interest/late fees may also be separately applied. In addition, the County may require the Licensee to pay for the cost of the CPA's audit.
- 9.5** In the event the County and/or a CPA firm concludes that the Licensee under-reported Gross Receipts to the County, and that under-reporting is equal to or greater than two percent (2%) of the total amount which should have been paid, as determined by such review or audit and observation, and there being no reasonable basis for the failure to report it, the Licensee shall pay for the cost of the CPA's audit and/or the County's review (including County costs associated with the CPA's audit, such as monitoring the audit, etc.) as determined by the County and pay any penalty heretofore provided for the delinquent payments.
- 9.6** Licensee shall at all times during this Agreement period and for five (5) years after the termination/expiration of this Agreement, keep, or cause to be kept, locally, to the reasonable satisfaction of the County true, accurate, and complete records for all accounting years covered by this Agreement. Records will show all transactions relative to the conduct of operations and be supported by data of original entry. Records must detail transactions conducted on or from the Events Premises separate and apart from those in connection with Licensees other business operations, if any.
- 9.7** All sales and/or services must be recorded by means of cash registers, computers, and/or any other electronic device (i.e. tablets, iPads, etc.) which automatically issue a customer's receipt or certify the amount in a sales slip. Cash registers shall have locked in sales totals and transaction counters that constantly accumulate and cannot be reset and issue a tape (or other equivalent security mechanism) that imprints sequential transaction numbers and sales details. Beginning and ending cash register readings must be made a matter of daily record. Signs must be visibly posted near all cash registers requesting the payer to ask the cashier for a receipt and, if possible, the sign should include a sample of the appropriate receipt. In the event of a technical or electrical failure of the cash registers, Licensee must record by hand all collections and issue a sequentially pre-numbered customer's receipt in like manner.

9.8 Licensee must maintain a method of accounting which must, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Licensee in connection with the operation. The method of accounting, including bank accounts, established for said operation must be separate from the accounting system used for any other business operated by the Licensee or for recording Licensee's personal financial affairs. Such method must include the keeping of the following documents:

9.8.1 Regular books of accounting such as general ledgers;

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

9.8.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payments of sums shown which shall be kept in confidence by County;

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

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

10.0 CAPITAL IMPROVEMENT PROGRAM (CIP) CONTRIBUTION

The Licensee agrees to pay to the County \$35,000 per year for the initial five (5) year Term, and \$35,000 per year for the five-year option extension, payment schedule is as follows:

- 1st installment payment is due during year two (2) of this Agreement, no later than March 30, 2028; and
- 2nd installment payment is due during year six (6) of the extension option, no later than March 30, 2032.

The County and Licensee agree CIP will benefit the Licensee's Demised Premises for improvements at Santa Fe Dam Recreation Area to be determined at the sole discretion of the Director.

11.0 SECURITY DEPOSIT

11.1 Prior to the commencement of this Agreement, Licensee shall forward to the Director a cashier's check in the amount of **Thirty Thousand Dollars (\$30,000)** as a security deposit, payable to the County of Los Angeles Department of Parks and Recreation with the Agreement number included on the check. Cashier's check must be mailed to:

County of Los Angeles,
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803
Attention: Accounting – Revenue Unit

- 11.2** Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of this Agreement; discrimination; refunding of deposits for scheduled future events which are required to be cancelled due to abandonment, vacation or discontinuance of this Agreement; a breach of obligations assumed by Licensee herein with respect to the requirements therefore by County, including the payments of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 11.3** In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, the Licensee, upon written notice by Director, shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.
- 11.4** Said Deposit shall be returned to Licensee upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

12.0 DESTRUCTION OF THE DEMISED PREMISES AND/OR SANTA FE DAM RECREATION AREA

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

receipt of the proceeds of insurance by County. The required construction shall be performed by Licensee and/or licensed and bondable contractor(s) Licensees thereof. The Licensee also shall obtain, and provide evidence that, appropriate types and limits of insurance are in effect prior to the performance of any such work. Such insurance shall be subject to County's prior review and approval, and shall include, but not necessarily be limited to, general and automobile liability, worker's compensation, standard fire, and property coverages, as deemed appropriate based on the nature of the construction work. Said construction shall be commenced promptly following the approval thereof by the Director and the District Engineer, issuance of permits therefor by governmental agencies having jurisdiction thereover and posting of the construction site by County with notice of non-responsibility and shall be diligently prosecuted to completion; the District Engineer shall have thirty (30) days to review said construction. All work shall be performed in accordance with the approved plans and specifications unless changes therein are approved in advance thereof by Director and the District Engineer. Licensee agrees that County may have on the site at any time during the construction period an inspector who shall have the right of access to the Demised Premises and the work occurring thereon. Licensee, at the commencement of the construction work, shall notify Director in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All construction shall be performed in a good and workmanlike manner. Upon completion of the restoration, Licensee shall immediately record a notice of completion with the Registrar-Recorder.

- 12.2** If the Demised Premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Licensee shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the operation provided a claim therefor is filed with the Director within one hundred (100) days of notice of election to restore the Demised Premises. Any such claim may be denied if the destruction of the Demised Premises is found by the Director to have been caused by the fault or neglect of Licensee. Licensee agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 12.3** Licensee shall cooperate in the restoration of the Demised Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment, and furnishings for such periods as are required for the restoration thereof.
- 12.4** The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of the Santa Fe Dam Recreation Area by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the license.

- 12.5** Licensee agrees to accept the remedy heretofore provided in the event of a destruction of the Demised Premises and/or Santa Fe Dam Recreation Area and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.
- 12.6** Any restoration construction must comply with environmental laws, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). If substantial renovation is to occur, the District Engineer shall review and approve any plans. In addition, any approval provided by the District Engineer, that shall require a NEPA document; the cost of which shall be the responsibility of the Licensee.

13.0 CONSTRUCTION BY COUNTY AFFECTING DEMISED PREMISES AND/OR SANTA FE DAM RECREATION AREA

- 13.1** In the event County, in its sole discretion, provides construction in or around the Demised Premises, this Agreement shall continue in full force and effect, and in the event that the Director determines that the construction interferes with the authorized operations, provided Licensee files a claim with the County for rent and abatement relief within thirty (30) days of commencement of construction may be abated and/or other relief afforded, in the Director's sole discretion.
- 13.2** Licensee agrees to cooperate with County in the event that the construction affects the Demised Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction. Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 13.3** Following completion of the construction, Licensee shall resume its operations therefrom within thirty (30) days of written notice from the Director, or designee that the Demised Premises are tenantable.
- 13.4** The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Santa Fe Dam Recreation Area that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director, or designee, may determine that the reduction in the public's use of the Santa Fe Dam Recreation Area due to the partial or total closure thereof, has affected the Licensee's operations.
- 13.5** Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Demised Premises and/or the Santa Fe Dam Recreation Area and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

14.0 OPERATING RESPONSIBILITIES

14.1 OPERATIONS PLAN

Licensee shall provide an Operations Plan thirty (30) days prior to the commencement of every Event of each calendar year, the Licensee shall submit an Operations Plan, Exhibit C, for approval by the Director, District Engineer, and other applicable governmental agencies. Said Operations Plan must include, but not be limited to, no less than the information described in this Paragraph 14.0, Operating Responsibilities.

14.2 ADVERTISING MATERIALS, SIGNS, AND PUBLICITY

14.2.1 Licensee shall not, nor shall it authorize another, to promulgate or cause to be distributed any advertising, or publicity materials unless prior written approval thereof is obtained from Director, or designee, and the District Engineer. Such materials include, but are not limited to advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts.

14.2.2 In recognition of the Licensee's need to identify its services and related clients to sustain itself, the County shall not prohibit the Licensee from publishing in any of its bids, proposals, and sales materials that it has been awarded this Agreement by the County of Los Angeles, with the understanding that such materials are to be prepared in a professional manner, and that the material are subject to the requirements of Subsection 14.2.

14.2.3 Credit for the County and Corps of Engineers

Licensee agrees that any advertising or promotional materials promulgated by Licensee, which contains the words "Santa Fe Dam Recreation Area", or any derivative thereof, shall also include the phrase "a United States Army Corps of Engineer facility and unit of the County of Los Angeles Department of Parks and Recreation System" with the County seal and the United States Army Corps of Engineers and Parks and Recreation Department logos, unless specifically approved otherwise by the District Engineer and Director.

14.2.4 Licensee shall not post signs upon Demised Premises or improvements thereon unless prior approval thereof is obtained from the Director. Signs shall also be subject to review and control by the District Engineer in accordance with the Master Lease Agreement.

14.2.5 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.

14.3 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

In the performance of this Agreement, Licensee must conform to and abide by all applicable municipal and County ordinances, and all State and Federal and local laws, rules regulations, directives, guidelines, policies and procedures insofar as the same or any of them are applicable; and where permits and/or licenses are required for the Agreement, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Licensee shall conform to and abide by all rules and regulations and policies of the Board, the Director, and any other County agency(ies) insofar as the same or any of them are applicable.

14.4 LICENSEE'S STAFF AND EMPLOYMENT PRACTICES

14.4.1 Licensee must maintain adequate and proper staff for its authorized operations at all times. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public. Licensee shall designate an Operations Manager with whom County may deal with on a daily basis. The Operations Manager shall be skilled in the management of businesses similar to the operation and shall be subject to approval by the Director. Any succeeding Operations Manager must possess the same skills and be subject to approval by the Director. The Operations Manager shall devote substantial time and attention to the operation authorized herein and render such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefore by this Agreement and authorized to act in the day-to-day operation thereof.

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

14.5 DAYS AND HOURS OF OPERATION

The days of operation for the Event shall be weekends only (Saturday and Sunday) beginning on or after the first weekend in April and subsequent seven (7) weekends thereafter. Moreover, the Event will never operate in the last weekend in May, prior to the Memorial Day weekend. The set-up date for the Event shall be no sooner than March 1st of every year, unless the Licensee makes a written request to the District Engineer and the Director at minimum six (6) months prior to the next Event for approval. The Event will operate from 10:00 a.m. to 7:00 p.m. on the specified Saturdays and Sundays. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the District Engineer and the Director.

14.6 DISORDERLY PERSONS

Licensee agrees to exercise every reasonable effort to not allow any profane or indecent language, or loud, boisterous, or disorderly persons in or about the Demised Premises, and if necessary, will call upon aid of security officers to assist in maintaining peaceful conditions.

14.7 OVERNIGHT CAMPING FOR SECURITY PURPOSES

Licensee Premises cannot be used for human habitation but may be used as approved by the Director and the District Engineer for overnight camping for security purposes, not to exceed 150 individuals, and in no case, may there be no more than two (2) individuals per booth. Licensee shall provide security, at its sole expense. Camping for security purposes shall be in area(s) approved and designated by the Director and District Engineer and only for the purpose of securing personal property, belongings, and event merchandise. However, children under the age of eighteen (18) are prohibited from staying overnight.

14.8 ILLEGAL ACTIVITIES

Licensee shall not permit any illegal activities to be conducted upon the Demised Premises.

14.9 MAINTENANCE

14.9.1 Licensee is hereby required to provide grounds maintenance services, including, but not limited to, daily trash pick-up, daily litter removal, mowing of turf at a frequency as required by the Director, and spot irrigation of the Demised Premises to maintain turf and minimize dust.

14.9.2 Licensee shall manage trash removal inside the Demised Premises during the term of the Event and shall keep trash receptacles emptied as needed to make them available at all times for disposing of trash.

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

- 14.9.4** Licensee shall provide and maintain in its employ at the Demised Premises a full-time maintenance crew during daily operating hours of the Event. Said maintenance crew shall be sufficient in number, and with such training, as to perform all tasks and responsibilities required by this Agreement. All such personnel shall be clean and neat at all times and shall wear uniform clothing that identifies them as employees of the Licensee. Licensee shall be responsible for all costs and expense for all staff, equipment, and supplies required for maintenance and cleanup.
- 14.9.5** Licensee shall provide trash pick-up and removal within hundred (100) feet outside of the Demised Premises and within the parking areas of the site plan. All refuse, debris, and trash collected shall be placed in roll-off trash bin(s) and disposed of off-site. Licensee shall provide, at a minimum, two (2) forty (40) yard roll-off trash bins for the Event and ensure that the contents are disposed of properly off-site. During the Event, Director may require Licensee to provide additional bins for the proper disposal of trash. Roll-off trash bins must be removed from the Santa Fe Dam Recreation Area no later than thirty (30) days following the conclusion of each Event.
- 14.9.6** Licensee shall provide a minimum of seventy-five (75) standard portable toilets and five (5) ADA Compliant portable toilets during the Event. Licensee shall pump out each portable toilet daily every day during the period that the Event is open to the public. In addition, Licensee shall inspect and clean each portable toilet at a minimum of four (4) times per day during the period that the Event is open to the public. All portable toilets shall be removed from the Demised Premises no later than thirty (30) days following the conclusion of each Event.
- a)** In the event the Demised Premises increases, the number of portable toilets and required ADA Compliant portable toilets will increase as approved by the Director.
- 14.9.7** Licensee shall inspect the Demised Premises in advance of, during and after the Event with representatives of the Department of Parks and Recreation and the ACOE, if requested. The County shall be entitled to reimbursement of all County costs for repair and/or replacement of improvements, or damages to Santa Fe Dam Recreation Area that are directly related to the Event.
- 14.9.8** Licensee shall provide the Director with the names and telephone numbers of at least three (3) qualified persons who can be called by County representatives when emergency conditions occur during hours when the Licensee's normal work force is not present. The County shall call for such assistance only in the event of a substantial emergency. This provision does not pertain to conditions rendering the Demised Premises unusable as otherwise set forth herein.
- 14.9.9** In the event that the Event must be temporarily suspended due to inclement weather conditions, the decision on when to allow public use to

resume will be made by the Director or designee or authorized representative. Each party shall provide Exhibit N, County Administration Form and Exhibit O, Licensee Administration Form upon commencement of the Agreement. Updated exhibits shall be provided by either party as changes occur throughout the term of the Agreement.

14.9.10 Turf-Grass Restoration

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

14.10 DEFAULT OF MAINTENANCE OBLIGATIONS

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

14.10.2 County may cure Licensee's default with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement from Licensee for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. If Licensee fails to pay invoiced amount within thirty (30) days, the Director may, including all other remedies available in this Agreement, deduct said amount from the Security Deposit, and/or pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed.

14.11 FENCING

Licensee shall set up a six (6) foot fence surrounding the perimeter of the Event premises and two (2) twenty (20) foot gates for ingress and egress.

14.12 NON-INTERFERENCE

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

14.13 PATRON/NON-PATRON COMPLAINTS

- 14.13.1** Within ten (10) business days after the effective date of this Agreement, the Licensee shall provide the County with its plan for receiving, tracking, investigating, responding and abating all inquiries and complaints received from the Director, County personnel, and/or patrons of the Demised Premises. The County will review and approve said plan or request changes. If changes are requested, the Licensee shall resubmit the revised plan within five (5) business days for approval. Changes by the Licensee must first be approved by the County before implementation.
- 14.13.2** During hours of operation, Licensee shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action.
- 14.13.3** During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facility being maintained, the County may, after a reasonable attempt to notify the Licensee, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Licensee. If Licensee fails to pay the invoiced amount within 30 days, the Director may, including all other remedies available in this Agreement, deduct said amount from the Security Deposit.
- 14.13.4** The Licensee shall maintain a written log of all complaints. The log must include the name of the employee logging the complaint, the date and time of the complaint, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted on the Monday following the weekend and shall be open to the inspection of the Director at all reasonable times.
- 14.13.5** The Licensee shall preliminarily investigate all complaints and notify the Director or designee, and Santa Fe Dam Superintendent, in writing of the status of the investigation within five (5) business days of receiving the complaint.
- 14.13.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans or specific actions and strict time deadlines.
- 14.13.7** Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of issuing the response to the complainant.

14.14 PRICES

14.14.1 Licensee shall at all times maintain and post a complete list of the prices for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Demised Premises. The Director hereby reserves the right to review and approve said fees and any increase requires approval from Director and the District Engineer. Said prices shall be fair and reasonable based upon the following considerations:

- The use granted is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost;
- Comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and
- Reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement.

In the event the Director notifies Licensee that prices being charged are not fair and reasonable, Licensee shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Licensee shall make such price adjustments as may be ordered by the Director.

14.15 PARKING/TRAFFIC CONTROL

14.15.1 Licensee, at its sole cost and expense, shall be responsible for planning, managing, controlling, supervising, and providing sufficient staff for all vehicles entering and parking within the Santa Fe Dam Recreation Area for purposes of attending the Event. In addition, Licensee is responsible for mitigating traffic congestion on the streets entering the Santa Fe Dam Recreation Area.

14.15.2 Licensee shall submit the parking/traffic control plan for review and approval to the Director or designee, thirty (30) days prior to the commencement of each Event and shall be subject to the review by the Los Angeles County Sheriff's Department, Los Angeles County Fire Department, City of Irwindale Police Department, California Highway Patrol and/or Corps. All changes, amendments or recommendations by the County shall be implemented by Licensee prior to the Event being opened for public patronage.

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

14.16 PROGRAMMED EVENTS

Licensee shall not promote or sponsor private or public events requiring the use of the Demised Premises or any other areas within the Santa Fe Dam Recreation Area. However, this provision shall not prohibit Licensee from generally advertising or encouraging public use of the Santa Fe Dam Recreation Area.

14.17 QUALITY OF GOODS AND SERVICES

Service to the public, with goods, services, and merchandise of the best quality and at reasonable charges, is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Licensee agrees to operate and conduct its operation in a first-class manner, and comparable to other first-class facilities providing similar activities, programs and services. Licensee, following receipt of written notification, therefore, shall immediately withdraw or remove from sale any goods, services, and/or merchandise which may be found objectionable to the Director based on findings that the provision of such goods or services are harmful to the public welfare.

14.18 FOOD AND BEVERAGE QUALITY

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

14.19 GREEN INITIATIVES

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

14.20 SAFETY

14.20.1 The Licensee agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Licensee's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The

Licensee shall inspect all potential hazards at Santa Fe Dam Recreation Area and keep a log indicating date inspected and action taken. The Licensee shall notify the Director, or designee in writing of all potential hazards and actions taken within five (5) days of observation.

14.20.2 It shall be the Licensee's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Licensee shall be responsible for making minor corrections so as to protect members of the public or others from injury. During days and hours of operation, the Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Licensee shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the Licensed Premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

14.20.3 Licensee shall be responsible for the operation at a minimum of one (1) first-aid and one (1) lost and found station within the Licensed Premises. The first-aid and lost and found stations shall be staffed by qualified person(s) during each day the Event is opened to the public and shall be subject to approval by the Director.

14.20.4 Inclement Weather

Licensee shall make an initial assessment of Demised Premises to determine if it is safe for use by the public.

14.20.5 In the event County observes the Demised Premises is unsafe due to inclement weather conditions or other hazardous elements, County may have the sole discretion to close the facility to prevent any injuries.

14.21 SANITATION

No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health and safety, shall be permitted or remain on the Demised Premises. Licensee shall prevent the accumulation of trash and debris for a distance of at minimum fifty (50) feet from Demised Premises. Licensee shall provide that all litter and refuse is collected as often as necessary, and in no case less than once a week, and shall pay all charges which may be made for the removal thereof. Licensee shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, or designee, to maintain the Demised Premises and the area within a distance of fifty (50) feet thereof in a sanitary condition.

Portable restrooms, as discussed in Subparagraph 14.9.6, shall be cleaned and inspected no less than four (4) times daily and pumped out at least once per day.

14.22 SECURITY SERVICES

- 14.22.1** Licensee, at its own expense, shall provide security services during the term of this Agreement for the purpose of protecting the Demised Premises from theft, burglary, vandalism, and for crowd control.
- 14.22.2** Licensee will be responsible for providing daily overnight security services for the purpose of protecting the Demised Premises from theft, burglary, vandalism, etc., between the hours of 10:00 p.m. and 7:00 a.m. This service shall provide approved and licensed security officers, law enforcement, and/or retired law enforcement and is subject to review and approval as stated in 14.22.4 hereinafter.
- 14.22.3** Licensee shall provide licensed and bonded security officers, law enforcement, and/or retired law enforcement and shall be responsible for security as discussed in Paragraph 14.22.1 above for distance of one hundred (100) feet from the Demised Premises. Licensee must utilize the Los Angeles County approved Vendor's List when choosing the licensed and bonded security officers; each security company must be registered through the County's WebVen portal.
- 14.22.4** Security Operation Plan and Evacuation Plan
Licensee's security operation plan and evacuation plan for the Event shall be subject to review and approval by the Los Angeles County Sheriff's Department, Los Angeles County Fire Department, City of Irwindale Police, California Highway Patrol and/or Corps. All changes, amendments or recommendations by the County shall be implemented by Licensee prior to the Event being opened for public patronage. Licensee shall submit its plans for review and approval thirty (30) days prior to the commencement of each Event.
- 14.22.5** In the event that law enforcement officers are required pursuant to the hereinabove security operation plan the Licensee will contract directly with the County Sheriff's Department for Event security services. If the County Sheriff's Department is unable to provide the security services, the Licensee may contract with other security firms but will need to follow the terms outlined in Paragraph 15.34 (Subcontracting/Sublicensing). Licensee shall reimburse the law enforcement agencies within thirty (30) days following receipt of request of payment for services provided during the Event.
- 14.22.6** Notwithstanding any other provision of this Agreement, Licensee shall pay the cost for specific and extraordinary services incurred should there be any major disorders requiring the support from the below mentioned public agencies, but not limited to, the Department of Parks and Recreation, Los Angeles County Sheriff, Los Angeles County Fire Department, City of Irwindale Police Department, and the California Highway Patrol.

14.23 TEMPORARY STRUCTURES/EQUIPMENT

Licensee, at its own expense, shall provide and install all temporary structures, fixtures, and equipment that are required for the operation of each Event. Licensee shall remove same from the premises no later than thirty (30) days following the conclusion of each Event and removal of said temporary structures, fixtures and equipment. Should Licensee fail to so remove said temporary structures, fixtures, and equipment, within said period, Licensee shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Licensee shall reimburse County for any cost as determined by the Director incurred in excess of any consideration received from the sale, removal or demolition thereof.

14.24 SITE PLAN

Licensee shall provide an annual Site Plan (Exhibit B) thirty (30) days prior to the commencement of every Event of each calendar year, indicating specific locations of **ALL** temporary structures, equipment, vendor spaces and improvements to the Demised Premises. The Site Plan shall be of sufficient detail and scale to give an accurate depiction of the proposed work and vendors sites and structures. The site plan should also detail exit and entrance routes for the public during non-emergencies and emergencies. The Site Plan shall be submitted to the Director, District Engineer, and other applicable governmental agencies, for approval.

14.25 PERFORMANCE REQUIREMENTS SUMMARY

14.25.1 A standard level of performance will be required of the Licensee in the areas of required services, performance standards, monitoring used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Licensee's performance under this Agreement using regular monitoring and site visits or other such procedures as may be necessary to ascertain Licensee's compliance as may be necessary to ascertain Licensee's compliance with this Agreement. Failure of the Licensee to achieve this standard can result in an assessment of liquidated damages against the Licensee as determined by the County, as described in Exhibit H, Performance Requirements Summary Chart.

14.25.2 When the Licensee's performance does not conform to the requirements on this Agreement, the County will have the option to apply the following non-performance remedies:

- a) Require Licensee to implement a formal corrective action plan, subject to approval by the County. In the plan, the Licensee must include reasons for the unacceptable performance, specific steps to return the unacceptable performance to an acceptable level, and monitoring methods to prevent recurrence.
- b) Assessment of liquidated damages based on the assessment fee(s).

- c) Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- d) Failure of the Licensee to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Licensee's failure to perform said service(s), as determined by the County, shall be credited to the County by the Licensee.

14.25.3 This section does not preclude the County's right to terminate the Agreement, as otherwise provided therein.

14.26 REPORTING

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

14.27 CONFIDENTIALITY

14.27.1 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.

14.27.2 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 14.27, as determined by County in its sole judgment. Any legal defense pursuant to Licensee's indemnification obligations under this Subparagraph 14.27 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.

14.27.3 Licensee must inform all of its officers, employees, agents and sub-Licensees providing services hereunder of the confidentiality provisions of this Agreement.

14.28 FILMING

In the event that any filming is proposed to be conducted on the Demised Premises, Licensee will be required to obtain required filming permits from Film LA, Inc. and obtain prior written approval from the Park Superintendent. Any additional fees charged by Licensee, must have Director, or designee prior written approval and are subject to rent fees.

14.29 UTILITIES

14.29.1 County shall provide water and electricity consumed by Licensee during the operation of the Event.

14.29.2 Licensee shall not in any way alter or modify any of the County's utilities systems and/or equipment without specific authorization from the Director.

14.29.3 If the County is unable to provide the electrical service to the level needed for the Event, the Licensee will be responsible for providing such electrical service at its own expense subject to the approval of the Director and the District Engineer.

14.30 EMERGENCY PLAN

Licensee shall submit to Director, or designee an Emergency Plan for the Demised Premises thirty (30) days prior to the commencement of every Event of each calendar year for review and approval. The plan must include safety guidelines that meet Los Angeles County Sheriff, Los Angeles County Fire Department, City of Irwindale Police Department, and the California Highway Patrol standards and health and safety codes.

14.31 EVENT VENDORS

14.31.1 Event Vendor's List

Licensee shall submit for the Director to review and for approval thirty (30) days prior to the commencement of each Event, a tentative list of vendors, and the services, products and/or merchandise being provided to the public by said vendors. Only those vendors authorized by the Director will be allowed within the Demised Premises. Licensee's finalized list of vendors including name, (and DBA if any) all pertinent contact information, plus the list of products and/or merchandise to be sold or services provided, booth number, and insurance requirements, if warranted, shall be submitted for Director's review thirty (30) days prior to the commencement of each Event.

14.31.2 Event Vendor Sales and Services

Vendors who are under contract with Licensee may provide sales and services. Types of merchandise and services that will be provided to the public by the vendors include, but are not limited to: artwork, candles, food products, ceramics, clothing, flowers, plants and related products, game opportunities, glassware, collector rocks, hats, spices, jewelry, leather goods, masks and costumes, metal work, perfume, rides, toys, wood products, psychic services and massage therapy.

14.32 ALCOHOLIC BEVERAGES

14.32.1 Permits

Licensee shall be responsible for obtaining the necessary permits from, and comply with, all license and operating requirements of the Federal, State and local laws and ordinances, including the State of California's Alcoholic Beverage Control Board thirty (30) days prior to the commencement of each Event. Licensee shall also obtain a written permit from the Director of the Los Angeles County Department of Parks and Recreation authorizing the sale and consumption of alcoholic beverages within the Demised Premises pursuant to the conditions set forth in the Department's Policy/Procedure Manual PM 552 (Alcoholic Beverages: Sales and/or Consumption at a County Park Facility) and incorporated herein by reference as Exhibit P.

14.32.2 The Licensee is responsible for the operation and security needs of a maximum of seventeen (17) beer and wine serving gardens/areas in compliance with the requirements of the California Alcoholic Beverage Control Board and the Department's Policy/Procedure Manual PM 552.

Throughout the term of the Agreement the Licensee may request to increase the maximum allowable number of beer and wine serving gardens/areas per Event. The request to increase the number of beer gardens/areas must be made in writing, to the Director at minimum of six (6) months prior to the opening of the next Faire, for the Director's approval. Request must include, but not limited to, a revised security plan, permits, if applicable. The approved maximum number of beer and wine serving gardens/areas will not decrease from the previous year.

14.32.3 Licensee shall provide appropriate number of security staff for beer and wine serving gardens/areas at all times during the hours in which alcoholic beverages are offered for sale to the public.

14.32.4 Licensee expressly agrees, pursuant to Section 2.132.130(c) of the Los Angeles County Code that no advertising for alcohol or tobacco products is permitted on County owned or operated property, which includes the Demised Premises that are the subject of this Agreement. Any proposed alcohol or tobacco sponsorship agreement for the Event depicting the name and/or product shall be subject to prior review and approval by the

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

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

14.33 ENVIRONMENTAL MITIGATION

- 14.33.1** Licensee will be required to hire a consultant to engage in cowbird trapping to mitigate for the environmental impacts of this Agreement as identified by the Corps. The cowbird trapping will be conducted in a manner deemed acceptable by the Corps. The cowbird trapping is an annual requirement that shall be performed each year the Agreement is in place. Report shall be provided within six (6) months of conclusion and cleanup of the Event.
- 14.33.2** Notwithstanding the above, the Licensee will be responsible to fulfill the environmental mitigation requirements as identified by the Corps.
- 14.33.3** County may cure the default of the Licensee with respect to the environmental mitigation requirements of the Corps and assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. Any demand of County for reimbursement hereunder shall be satisfied by Licensee through payment of the sums deposited with County as security for faithful performance, and/or pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the environmental mitigation performed.

14.34 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 per Agreement year.

14.35 IDENTIFICATION SYSTEM

Thirty (30) days prior to the commencement of each Event, Concessionaire shall: 1) establish an identification system with photos; and 2) submit a list of personnel to the Director for review and approval. The identification system shall be furnished at the Concessionaire's expense and may include but is not limited to appropriate uniform attire and name badges.

14.36 DEMISED PREMISES INSPECTION

14.36.1 Pre-Event Site Walk: At minimum, 30 days prior to the commencement of the Event, a walk-through of the Demised Premises will be conducted by the County's Project Manager, designee, County staff and the Concessionaire to notate any pre-existing damage to the Demised Premises.

14.36.2 Post-Event Site Walk: Within 30 days of the Events conclusion, but no later than June 30th, a walk-through of the Demised Premises will be conducted by the County's Project Manager, or designee, County staff and the Concessionaire to notate any new damage caused to the Demised Premises.

14.36.3 Bi-Weekly Site Visits: The County will conduct site visits at least once per month. Licensee will provide the Contract Analyst with a current alphabetized Vendor's list, which must include, the Vendor's name, booth number, types of services/merchandise the Vendor provides. Licensee must also provide the Contract Analyst with a current map of the Event prior to each site visit.

14.37 USAGE OF COUNTY STAFF

The County shall bill Licensee for the use of any County staff for any additional staff time at the rates listed in Exhibit D, County Staff Fees. (Note: Rates are subject to change and will be billed based on the most current rates at the time the service is provided). Licensee shall reimburse County no later than **June 30th following the Faire**. If additional staff, other than the staff listed in Exhibit D, County Staff Fees, is used or required by the Licensee, the County has the right to bill the Licensee for the applicable Departmental billing rate in accordance with the staff's title.

15.0 TERMS AND CONDITIONS

15.1 AGREEMENT ENFORCEMENT

15.1.1 The Director shall be responsible for the enforcement of this 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 thereof.

15.1.2 Any officers and/or authorized employees of the County or the Corps of Engineers may enter upon the Demised Premises at any time for the

purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Demised Premises.

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

15.2 CANCELLATION

- 15.2.1** Upon the occurrence of any one or more of the events of default hereinafter described in Subparagraph 15.12, Events of Default, of this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Licensee ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore, and that an opportunity to be heard thereon will be afforded on or before said date, if request is made, therefore.
- 15.2.2** Upon cancellation, the County shall have the right to take possession of the Demised Premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.
- 15.2.3** Action by the County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 15.2.4** Any trustee, beneficiary, mortgagee or lender (hereinafter Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this Agreement to undertake any and all action that may be required in order to prevent a cancellation of this Agreement and a forfeiture of the use granted. Accordingly, the Director shall send a copy of any intended cancellation of this Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefore by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefore or to provide a new Licensee under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.
- 15.2.5** In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Licensee was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or

Licensee has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

15.3 COMPLIANCE WITH CIVIL RIGHTS LAW

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 Agreement or under any project, program, or activity supported by this Agreement. Additionally, Licensee certifies to the County:

- 15.3.1** That Licensee has a written policy statement prohibiting discrimination in all phases of employment.
- 15.3.2** That Licensee periodically conducts a self-analysis or utilization analysis of its work force.
- 15.3.3** That Licensee has a system for determining if its employment practices are discriminatory against protected groups.
- 15.3.4** 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.

15.4 LICENSEE'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Licensee understands that it is the County's policy to encourage all County Licensees to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) 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.

The Licensee, and its subcontractor(s), can access posters and other program material at babysafela.org.

15.5 LICENSEE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

- 15.5.1** In the event the Director determines that there are deficiencies in Licensee's operations authorized and required herein, the Director will

provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Licensee to correct said deficiencies within specified time frames.

- 15.5.2** In the event that Licensee fails to correct the deficiencies within the prescribed time frames the Director may, at their option: 1) use the Security Deposit as provided for herein, 2) exercise its rights under the Section 15.33, Right of Entry, and/or 3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the obligations for use granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, or as specified in Exhibit H, Performance Requirements Summary Chart, and that Licensee shall be liable to County for liquidated damages in said amount.

15.6 COUNTERPARTS AND ELECTRONIC SIGNATURE AND REPRESENTATIONS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same Agreement. The email or electronic signature of the parties shall be deemed to constitute original signatures, and electronic copies hereof shall 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 Section 7.0 (Change Orders and Amendments) and received via communication facilities (email or electronic signature) as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

15.7 LICENSEE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

- 15.7.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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).

15.8 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULT PROPERTY TAX REDUCTION PROGRAM

15.8.1 Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreements 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.

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

15.9 CONFLICT OF INTEREST

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

15.9.2 The Licensee shall comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The 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 shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Agreement.

15.10 QUALITY CONTROL

The Licensee must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Agreement. The QCP must be submitted to the Director, or his/her designee for review. The QCP must include, but may not be limited to, the following:

- a) Method of monitoring to ensure that the Agreement requirements are being met;
- b) A record of all inspections conducted by the Licensee, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

15.11 COUNTY'S QUALITY ASSURANCE PLAN

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

15.12 EVENTS OF DEFAULT

- 15.12.1** The abandonment, vacation, or discontinuance of operations on the Demised Premises for more than two (2) consecutive days during the time each event to the public, without approval thereof by the Director.
- 15.12.2** The failure of Licensee to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written notice for payments thereof.
- 15.12.3** The failure of Licensee to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 15.12.4** The failure to maintain the Demised Premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 15.12.5** The failure of Licensee to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and 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 limit may be waived in the manner and to the extent allowed by the Director.

- 15.12.6** Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Licensee in violation of State and/or Federal laws thereon.
- 15.12.7** Transfer of the majority controlling interest of Licensee to persons other than those who are in control at the time of the execution of the Agreement without approval thereof by the Director.
- 15.12.8** Failure of Licensee to keep, perform and observe all other promises, covenants, conditions, and Agreements set forth herein.

15.13 TERMINATION FOR DEFAULT

- 15.13.1** The County may, by written notice to the Licensee, terminate the whole or any part of this Agreement, if in the judgment of the Director in the following circumstances:
 - a)** The Licensee has materially breached this Agreement; or
 - b)** The Licensee fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or,
 - c)** The Licensee 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.
- 15.13.2** Upon the occurrence of Subparagraph 15.13.1, this Agreement shall be subject to termination. As a condition precedent thereto, the Director shall give the Licensee a minimum of three (3) days' notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefore.
- 15.13.3** Notwithstanding the above, the Director, in their sole discretion, may refrain from recommending immediate termination of this Agreement for default if the Director, in their sole discretion, determines that the default is capable of being cured, and 1) the Licensee cures its default within a five (5) day period after notice is given, or 2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Licensee reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Licensee fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.
- 15.13.4** In the event that the County terminates this Agreement in whole or in part as provided in Subparagraph 15.13.1, 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. Any excess costs, as determined by the Director, arising therefrom over and above this Agreement sum may be charged against the Licensee. The Licensee shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

- 15.13.5** Except with respect to defaults of any subcontractor, the Licensee will not be liable for any such excess costs of the type identified in Subparagraph 15.13.4 if its failure to perform this Agreement 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 a public enemy, acts of the County in either its sovereign or Agreement 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 without the fault or negligence of either of them, the Licensee 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 Licensee to meet the required performance schedule. As used in this Subparagraph 15.13.5, the term "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 15.13.6** In the event the County terminates this Agreement in its entirety due to the Licensee's default as provided in Subparagraph 15.13.1, the Licensee and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Licensee and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 15.5, Licensee's Non-Compliance and Liquidated Damages, be entitled to liquidated damages from the Licensee, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Licensee to the County by cash payments upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Licensee by the County, whether under this Agreement or otherwise.
- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Licensee's payments of these liquidated damages shall not in any way change, or affect the provisions of Subsection 15.24, Indemnification.

15.13.7 In the event that, following service of the Notice of Termination of this Agreement under the provisions of Subparagraph 15.13.1, it is determined by the County for any reason that the Licensee was not in default under the provisions of Subparagraph 15.13.1, or that the default was excusable under provisions of this Subparagraph 15.13.1, or Licensee has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued pursuant to Paragraph XX (Termination for Convenience).

15.13.8 The rights and remedies of the County provided in this Subparagraph 15.13 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.14 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Licensee to maintain compliance with the requirements set for in Subsection 15.7, Licensee's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Licensee under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of written notice will be grounds upon which the County may terminate this Agreement pursuant to Subsection 15.2, Cancellation and/or Termination for Default, Subsection 15.13, and pursue debarment of the Licensee, pursuant to [County Code Chapter 2.202](#).

15.15 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULT PROPERTY TAX REDUCTION PROGRAM

Failure of Licensee to maintain compliance with the requirements set forth in Section 15.8, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, Licensee will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Licensee to cure such default with ten (10) days of notice shall be ground upon which County may terminate this Agreement and/or pursue debarment of Licensee, pursuant to the [Los Angeles County Code Chapter 2.206](#).

15.16 TERMINATION FOR IMPROPER CONSIDERATION

15.16.1 County may, by written notice to Licensee, immediately terminate the right of Licensee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Licensee, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Licensee's performance pursuant to this Agreement. In the event of such

termination, County shall be entitled to pursue the same remedies against Licensee as it could pursue in the event of default by the Licensee.

15.16.2 Licensee shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

15.17 TERMINATION FOR INSOLVENCY

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

- If the Licensee is deemed to be insolvent: The Licensee 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 Licensee is insolvent within the meaning of Federal Bankruptcy Code;
- To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
 - The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code; or,
 - The appointment of a Receiver or Trustee for Licensee.

15.17.2 The rights and remedies of County provided in this Subsection 15.17 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.18 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

15.19 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

15.19.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Santa Fe Dam Recreation Area and the Demised Premises to a governmental agency (assignee), the County reserves the right to: amend or terminate this Agreement; or provided there is consent by assignee, assign the County's interest in this Agreement to said assignee. County will provide the Licensee with notice of amendment, termination or assignment of this Agreement pursuant to this provision.

15.19.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Santa Fe Dam Recreation Area, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of closure, Licensee must immediately cease its operations, and within thirty (30) days therefrom, remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Licensee of such park closure.

15.20 FAIR LABOR STANDARDS

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

15.21 FORCE MAJEURE

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

15.21.2 Notwithstanding the foregoing, a default by subcontractors/sublicensees of Licensee shall 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 shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Licensee to meet the

required performance schedule. As used in this Subparagraph, the terms “subcontractors” and “subcontractor” mean subcontractors at any tier.

15.21.3 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.

15.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15.23 INDEPENDENT LICENSEE STATUS

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

15.23.2 The Licensee 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 Licensee.

15.23.3 Licensee understands and agrees that all persons furnishing services on behalf of Licensee pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Licensee and not employees of the County. Licensee must bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Licensee pursuant to this Agreement.

15.23.4 Licensee must adhere to the provisions stated in Paragraph 14.27, Confidentiality.

15.24 INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the County, its Special Districts, the United States, the County of Los Angeles Flood Control District, elected and appointed officers, employees, 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 or connected with Licensee, Licensee's contractors, subcontractors, sub-Licensees, performers, employees, agents, actors and volunteer acts and/or omissions arising from and/or relating to all forms of fair activities including security and parking whether directly or indirectly intended with this Agreement. Licensee's duty to indemnify the County, the United States, and the County of Los Angeles Flood Control District, their agents, officers, and employee shall survive the expirations or other termination of this Agreement.

15.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

15.25.1 Without limiting Licensee's indemnification of County, and the United States, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 15.25, General Provisions for All Insurance Coverage and 15.26, Insurance Coverage Requirements, of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this Agreement. 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 Agreement.

15.25.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and the County of Los Angeles Flood Control District, their agents, officers, and employees (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (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 subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty

thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

**County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803
Attention: Contracts and Procurement Division**

Licensee also shall 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 shall promptly notify County of any third-party claim or suit filed against Licensee or any of its Subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Licensee and/or County.

15.25.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, the County of Los Angeles Flood Control District, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under 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 shall 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 shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

15.25.4 Cancellation of or Changes in Insurance

Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to

County at least ten (10) days in advance of cancellation for non-payments 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 Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

15.25.5 Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Agreement. 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.

15.25.6 Insurer Financial Ratings

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

15.25.7 Licensee's Insurance Shall Be Primary

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

15.25.8 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 Agreement. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

15.25.9 Subcontractor Insurance Coverage Requirements

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

15.25.10 Deductibles and Self-Insured Retentions (SIRs)

Licensee’s policies shall 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 payments of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.25.11 Claims Made Coverage

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

15.25.12 Application of Excess Liability Coverage

Licensee may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

15.25.13 Separation of Insureds

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

15.25.14 Alternative Risk Financing Programs

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

15.25.15 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.

15.26 INSURANCE COVERAGE REQUIREMENTS

15.26.1 Commercial General Liability Insurance

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

- General Aggregate: \$5,000,000
- Products/Completed Operations Aggregate: \$5,000,000
- Personal and Advertising Injury: \$5,000,000
- Each Occurrence: \$5,000,000

Licensees policy or contractor hired by Licensee shall be endorsed for Security Special Hazards which includes but is not limited to false imprisonment, false arrest, malicious prosecution, defamation and assault and battery.

15.26.2 Automobile Liability Insurance

Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than **\$5 million** for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

15.26.3 Liquor Liability

Liquor Liability insurance (written on ISO policy form CG 00 33 or 34 or their equivalent) shall be provided and maintained by the Licensee if and when the manufacturing, distribution or service of alcoholic beverages occurs in the Demised Premises, with limits of not less than \$5 million per occurrence and \$10 million aggregate. If written on a “claims made” form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this Agreement, or replacement coverage shall be maintained until such time.

15.26.4 Worker’s Compensation and Employers’ Liability

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

15.26.5 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than **\$1 million** per claim and **\$1 million** aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

15.26.6 Property Coverage

Licensee 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 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.

15.26.7 Periods of Construction

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

- a) General Liability Insurance: Such coverage shall be written in a form equivalent to the ISO 1996 Occurrence Form and include, but not limited to, coverage for (a) independent contractors, completed operations, (b) blanket contractual liability, and (c) explosion, collapse, and underground hazards with limits of at least

Each Occurrence	\$1 million
Personal and Advertising Injury	\$1 million
Products and Completed Operations	\$1 million
General Aggregate	\$2 million

15.26.8 Professional Liability

Insurance covering Licensee’s liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Licensee understands and agrees it must maintain such coverage for a period of not less than two (2) years following this Licensee’s expiration, termination or cancellation.

15.27 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 15.27.1** 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.
- 15.27.2** 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.
- 15.27.3** Licensee must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must 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.
- 15.27.4** Licensee certifies and agrees that it will deal with its subcontractors/sublicensee, bidders, and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 15.27.5** 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 Agreement or under any other project, program, or activity supported by this Agreement.
- 15.27.6** 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 Subparagraph 15.27 (Nondiscrimination and Affirmative Action) when requested by the County.

15.27.7 If the County finds that any provisions of this Subparagraph 15.27 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Civil Rights Department 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 County that Licensee has violated the anti-discrimination provisions of this Agreement.

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

15.28 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

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

15.29 NOTICES

All notices or demands required or permitted to be given or made under this Agreement must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Agreement.

The address to be used for any notice served by mail upon County shall be:

**County of Los Angeles
Department of Parks and Recreation,
Attention: Contracts and Procurement Division,
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803**

or such other place as may hereafter be designated in writing to Licensee by the Director. Service by mail or email and shall be deemed complete upon deposit in the above-mentioned manner.

15.30 PUBLIC RECORDS ACT

15.30.1 Any documents submitted by Licensee; all information obtained in connection with the County's right to audit and inspect Licensee's documents, books, and accounting records pursuant to Section 9.0, Record Retention and Inspection/Audit Settlement, of this Agreement become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

15.30.2 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 any action or liability arising under the Public Records Act.

15.31 RECYCLED BOND PAPER

Consistent with the Board's 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 Agreement.

15.32 RIGHT OF ENTRY

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

15.32.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of five (5) days, Licensee hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to 1) take possession of the Demised Premises, including all improvements, equipment and inventory thereon; 2) remove any and all persons or property on said Demised Premises and place any such property in storage for the account of and at the expense of Licensee; 3)

subcontractor agreement or sublicense of the Demised Premises; and 4) after payments of all expenses of such sublease or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this Agreement. Entry by the officers and employees of County upon the Demised Premises for the purpose of exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

15.32.3 No re-entry or taking of the Demised Premises by County pursuant to Subparagraph 15.33.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Licensee or unless the termination thereof be decreed by a court of competent jurisdiction.

15.33 SEVERABILITY

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

15.34 SUBCONTRACTING/SUBLICENSES

15.34.1 The requirements of this Agreement may not be subcontracted/sublicensed by the Licensee **without the advance written approval of the Director, or designee**. Any attempt by the Licensee to subcontract without the prior written consent of the Director shall be deemed a material breach of this Agreement.

15.34.2 If the Licensee desires to subcontract/sublicense, the Licensee shall provide the following information along with its written request to subcontract/sublicense promptly at the Director's request:

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

Licensee shall ensure delivery of all such documents to the Department at the address provided in Section 15.30, Notices, before any subcontracted/sublicensed employee may perform any work hereunder.

15.34.3 Licensee shall remain fully responsible for all performances required of it under this Agreement, including those that the Licensee has determined to subcontract/sublicense, notwithstanding the Director, or designee's approval of the Licensee's proposed subcontract/sublicense agreement.

15.34.4 The County's consent to subcontract/sublicense shall not waive the County's right to prior and continuing approval of any and all personnel,

including subcontract employees, providing services under this Agreement. Licensee is responsible to notify its subcontractors/sublicensees of this County right.

15.34.5 The Licensee shall be solely liable and responsible for all payments or other compensation to all subcontractors/sublicensees and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Director's consent to subcontract/sublicense.

15.34.6 In the event Director should consent to subcontract:

- a) Each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
- b) The Licensee shall include in all subcontract/sublicense agreements the following provision: "This agreement is a subcontract/sublicense agreement under the terms and conditions of a prime Agreement with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

15.34.7 The Licensee shall obtain all certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County, from each approved subcontractor.

15.34.8 The Licensee shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment as for the Licensee's own employees.

15.34.9 In the event the County determines that the Licensee has violated the subcontracting/sublicensing provision contained herein, the same shall constitute a material breach of this Agreement upon which the County, in its sole discretion, may determine to cancel, terminate, or suspend this Agreement, and/or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the subcontract/sublicense provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is Two Thousand dollars (\$2,000) and that the Licensee shall be liable to County for liquidated damages in said amount.

15.35 SURRENDER OF DEMISED PREMISES

15.35.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Licensee shall peaceably vacate the Demised Premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that Section 6.6 hereinbefore may be applicable thereto.

15.36 TAXES AND ASSESSMENTS

- 15.36.1** The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, including, but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Demised Premises and any improvements located thereon.
- 15.36.2** Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances, and equipment owned or used therein.

15.37 TRANSFERS

- 15.37.1** Licensee shall not, without written consent of the Director, transfer, assign, delegate, exchange, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation, or mortgage without the written consent of the Director shall be null and void and shall constitute a material breach of this Agreement. In the event of such termination, County will be entitled to pursue the same remedies against the Licensee as it could pursue in the event of a default by Licensee. For purposes of this paragraph, County consent will require a written amendment to this 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 Licensee may have against the County.
- 15.37.2** Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Licensee shall be binding upon any transferee thereof; except as provided in Subsection 15.38.6.
- 15.37.3** The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Licensee occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Licensee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Licensee, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.
- 15.37.4** 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 affected 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 the execution of this Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Agreement and the transfer fee provided in Section 15.38.6 will be assessed. Consent to any such transfer will be refused if the Director, in his/her sole discretion, finds that the transferee is lacking in experience and/or financial ability to conduct the operation of the Santa Fe Dam Recreation Area.

15.37.5 At any time prior to the end of the fifth (5th) year of the term of this Agreement, the Director may determine this Agreement null and void in the event that any of the qualifying individuals of the leasehold entity at the time of execution of this Agreement is/are no longer a partner in said entity, unless that individual is replaced by an individual who, in the Director's, or designee, sole discretion, possesses the necessary qualifications and experience identified in the Sole Source Agreement . The Director's, or Designee, ability to determine this Agreement null and void shall be effectuated by providing Licensee with sixty (60) days written notice of such determination.

15.37.6 In the event Licensee submits a request for Director's prior written consent to give, assign, transfer, delegate, or grant control of this Agreement, and Director in their sole discretion provides written consent, a transfer fee equal to twenty percent (20%) of the gross sales price, shall be paid to County. Said sum shall be payable to the County of Los Angeles Department of Parks and Recreation in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall:

- 1) deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and
- 2) deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee
 - a) affirms the sums due and owing to County, and
 - b) accepts responsibility for payments of such sums directly to County.

Exempted from said transfer fee shall be the following:

- 1) An assignment for which the Director, in his sole discretion, determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Licensee without any other change in the equity, in beneficial use of,

or legal title of the Agreement as an asset, or the income produced thereby.

- 2) A transfer of an undivided interest in the agreement between or among co-workers or affiliated entities which results in a change in method or holding title but does not result in a change to the proportional interests held by the co-owners or affiliated entities prior to the transfer;
- 3) An assignment which serves as security for the repayment of a loan from any lender, but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;
- 4) A transfer of title of the agreement to a lender purchaser at the foreclosure sale under a deed of trust on the property or by assignment to the lender or its nominee in lieu of foreclosure;
- 5) Such other assignment for which the Director determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Licensee without any other change in equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby. The Director's decision in such cases may be appealed to the Board within ten (10) days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of the Licensee in the event the Director's decision is reversed.

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

15.38 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 shall not be affected thereby.

15.39 WAIVER

15.39.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed

to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping County from enforcing the full provisions thereof.

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

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

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

15.40 WARRANTY AGAINST CONTINGENT FEES

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

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

15.41 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Licensee 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.

15.42 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 will result in the disqualification of the Contractor/Licensee from participation in the County solicitation or the termination or cancellation of any resultant County Agreement.

15.43 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.

15.44 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN AGREEMENT PROCEEDING

Pursuant to [Government Code Section 84308](#), Licensee and its subcontractors, are prohibited from making a contribution of more than \$500 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.

15.45 REDUCE SINGLE-USE PLASTICS

15.45.1 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.

15.45.2 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.

15.46 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE

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

15.46.2 Smoking shall be prohibited at all parks, except: Smoking shall be permitted by actors who may be acting during a permitted production or

by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official as specified in Exhibit B.

15.47 TUBERCULOSIS

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

15.48 VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM

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

15.48.2 Within five (5) days of the County's execution of this Agreement, 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. Licensee's failure to do either of the foregoing shall constitute a material breach of this Agreement 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.

15.48.3 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 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.

15.48.4 In addition to any remedies provided the County by ATFR Program's rules, any failure by Licensee to comply with the ATFR Program standards shall constitute a material breach of this Agreement entitling the County to terminate the Agreement in its entirety or, if the Licensee provided service to multiple locations, 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 15.48. 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 Licensee Demised 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.

15.49 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

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

15.50 AGREEMENT ALERT REPORTING DATABASE

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

15.51 TIME OFF FOR VOTING

Licensee must notify its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before statewide election, every Licensee and all of its 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](#).

15.52 LICENSEE RESPONSIBILITY AND DEBARMENT

15.52.1 Responsible Licensee

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

15.52.2 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 Agreements which indicates that the Licensee is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Licensee from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Licensee may have with the County.

15.52.3 Non-Responsible Licensee

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

15.52.4 Licensee 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 Licensee Hearing Board.
- The Licensee Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Licensee and/or the Licensee's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Licensee Hearing Board shall prepare a tentative proposed decision, which shall 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 shall 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 Licensee Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Licensee Hearing Board.
- If a Licensee has been debarred for a period longer than five (5) years, that Licensee 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 Licensee 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 Licensee Hearing Board will consider a request for review of a debarment determination only where 1) the Licensee 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 Licensee Hearing Board will provide notice of the hearing on the request. At the hearing, the Licensee Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Licensee Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Licensee Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Licensee Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Licensee Hearing Board.

15.52.5 Subcontractor(S) Of The Licensee

These entire terms shall also apply to subcontractors of County Licensees.

15.53 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

15.53.1 Jury Service Program

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

15.53.2 Written Employee Jury Service Policy

- Unless the Licensee has demonstrated to the County's satisfaction either that the Licensee is not a "Licensee" 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, "Licensee" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontractor agreement with a County Licensee 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 subcontractor agreements. "Employee" means any California resident who is a full-time employee of the Licensee. "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) Licensee has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 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 Licensee uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontractor agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- If the Licensee is not required to comply with the Jury Service Program when the Agreement commences, the Licensee shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Licensee shall immediately notify the County if the Licensee at any time either comes within the Jury Service Program's definition of "Licensee" or if the Licensee no

longer qualifies for an exception to the Jury Service Program. In either event, the Licensee shall 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 Licensee demonstrate, to the County's satisfaction that the Licensee either continues to remain outside of the Jury Service Program's definition of "Licensee" and/or that the Licensee continues to qualify for an exception to the Program.

- Licensee'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 Licensee from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

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

Should the Licensee require additional or replacement personnel after the effective date of this Agreement 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 Agreement.

15.55 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

15.55.1 Should the Licensee require additional or replacement personnel after the effective date of this Agreement, the Licensee shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Licensee's minimum qualifications for the open position. For this purpose, consideration shall mean that the Licensee will interview qualified candidates. The County will refer GAIN/START participants by job category to the Licensee. Licensees shall 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.

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

15.56 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 Licensees 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 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 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 Agreement.

15.57 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

15.57.1 The Licensee shall 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.

15.57.2 The Licensee shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Licensee may have against the County.

15.57.3 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, subcontractor agreement, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Licensee as it could pursue in the event of default by Licensee.

15.58 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Licensee must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Licensee'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.

15.59 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Licensee 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 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 Agreements as well as civil liability.

16.0 ADMINISTRATION OF AGREEMENT – COUNTY

16.1 County's Administration

A listing of all County Administration referenced in the paragraphs of this Agreement are designated in Exhibit N (County's Administration). The County will notify the Licensee in writing of any change in the names or addresses shown.

16.2 County's Project Director

The role of the County's Project Director may include:

16.2.1 Coordinating with Licensee and ensuring Licensee's performance of the Agreement; however, in no event will Licensee's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby; and

16.2.2 Upon request of the Licensee, providing direction to the Licensee, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Licensee's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby.

16.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

16.3.1 Meeting with the Licensee's Project Manager on a regular basis; and

16.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Agreement; however, in no event will Licensee's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby.

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

16.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Agreement; however, in no event will Licensee's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

16.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Agreement. The County's Contract Analyst reports to the County's Project Director.

17.0 ADMINISTRATION OF AGREEMENT – LICENSEE

17.1 Licensee's Administration

A listing of all of Licensee's Administration referenced in the paragraphs of this Agreement is designated in Exhibit O (Licensee's Administration). The Licensee will notify the County in writing of any changes as they occur.

17.2 Licensee's Project Manager

17.2.1 The Licensee's Project Manager is designated in Exhibit O (Licensee's Administration). The Licensee must notify the County in writing of any change to Exhibit O (Licensee's Administration), as changes occur.

17.2.2 The Licensee's Project Manager will be responsible for the Licensee's day-to-day activities as related to this Agreement and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

17.3 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 Licensee's Project Manager.

17.4 Background and Security Investigations

17.4.1 Each of Licensee's staff performing services under this Agreement, 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 Agreement. 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 of whether the member of Licensee's staff passes or fails the background investigation.

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

17.4.3 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.

17.4.4 These terms will also apply to sublicensees of County licensors.

17.4.5 Disqualification of any member of Licensee's staff pursuant to this Subparagraph 17.4 will not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

17.5 Licensee shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Licensee shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.

18.0 AUTHORIZATION WARRANTY

The Licensee represents and warrants that the person executing this Agreement 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 Agreement and that all requirements of the Licensee have been fulfilled to provide such actual authority.

19.0 SURVIVAL

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

Section 1.0	Applicable Documents
Section 2.0	Definitions
Section 3.0	Master Lease Provisions and Requirements

Section 4.0	Use Granted
Section 5.0	Term of Agreement
Section 6.0	Demised Premises
Section 7.0	Change Orders and Amendments
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Section 9.0	Record Retention and Inspection/Audit Settlement
Section 14.0	Operating Responsibilities
Section 14.3	Compliance with Applicable Laws, Rules, and Regulations
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Section 15.5	Licensee's Non-Compliance and Liquidated Damages
Section 15.13	Termination for Default
Section 15.20	Fair Labor Standards
Section 15.21	Force Majeure
Section 15.22	Governing Law, Jurisdiction, and Venue
Section 15.24	Indemnification
Section 15.25	General Provisions for all Insurance Coverage
Section 15.26	Insurance Coverage Requirements
Section 15.38	Validity
Section 15.39	Waiver
Section 15.42	Prohibition from Participation in Future Solicitation(s)
Section 15.44	Campaign Contribution Prohibition Following Final Decision in Agreement Proceeding
Section 15.57	Assignment and Delegation/Mergers or Acquisitions
Section 19.0	Survival

20.0 ENTIRE AGREEMENT

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

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

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

By

Director

LICENSEE

(_____)

By

Name

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

**CONTRACT FOR
RENAISSANCE THEME FAIRE LICENSE AGREEMENT**

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- E. County's Evaluation Report (Not Attached to Sample)
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EXHIBIT A

DEPARTMENT OF THE ARMY MASTER LEASE AGREEMENT

CHIEF ADMINISTRATIVE OFFICER
COUNTY OF LOS ANGELES

713 HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012
974.1101

EXHIBIT A



HARRY L. HUFFORD
CHIEF ADMINISTRATIVE OFFICER

December 19, 1975

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

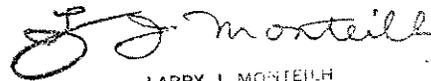
MEMBERS OF THE BOARD
BAXTER WARD
CHAIRMAN
PETER F. SCHABARUM
KENNETH HAHN
EDMUND D. EDELMAN
JAMES A. HAYES

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

10

DEC 30 1975

Gentlemen:


LARRY J. MONTEILH
EXECUTIVE OFFICER

LEASE AGREEMENT FOR THE
SANTA FE DAM RECREATION AREA

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

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

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

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

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

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

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

THEREFORE, IT IS RECOMMENDED THAT THE BOARD:

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

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

Very truly yours,

HARRY L. HUFFORD
Chief Administrative Officer

HLH:WAL

RVH:tlg

Attachments

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

36780

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

NO. DACW09-1-76-72

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

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

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

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

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

THIS LEASE is granted subject to the following conditions:

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

2. LANDS AND FACILITIES

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

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

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

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

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

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

3. COST AND PAYMENT.

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

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

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

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

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

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

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

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

4. CONSTRUCTION AND OPERATION OF ADDITIONAL FACILITIES.

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

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

5. FEES AND CHARGES

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

(b) The County and its sublessees may conduct such revenue-producing activities as are within the scope of condition 4 above. Except for timber salvaged and sold by the County when in the way of construction, all sales of forest products will be conducted by the Government and the proceeds therefrom shall not be available to the County under the provisions of this lease. Non-price supported crops may be cultivated either directly, or on a share-cropping basis to the extent the crop is required to provide food and habitat for wildlife. The Government reserves the right to lease lands covered by this instrument for agricultural or grazing purposes, unless the enhancement of the fish/wildlife habitat is essential to the conservation and development of the premises by the County. In the latter event, the sublease will be approved in writing by the Government. The County will reserve at least one area at which access to the Project may be reached without imposition of fees of any kind. No

facilities need be provided at this area by the County, but normal maintenance and clean-up will be provided.

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

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

6. FEDERAL AND STATE LAWS.

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

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

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

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

7. OPERATION AND MAINTENANCE.

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

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

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

(d) The right is reserved to the Government, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with flood control, and the County shall have no claim for damages of any character on account thereof against the Government or any agent, officer or employee thereof and make inspections concerning the operation and maintenance of the lands and facilities provided hereunder.

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

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

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

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

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

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

8. RELEASE OF CLAIMS.

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

(b) That at the time of the commencement of this lease, the County will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$100,000.00 per person in any one claim, and an aggregate limit of \$300,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$150,000.00 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the County under the terms of this lease.

9. TRANSFER OR ASSIGNMENT

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

10. DEFAULT

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

11. EXAMINATION OF RECORDS.

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

12. RELATIONSHIP OF PARTIES.

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

13. OFFICIALS NOT TO BENEFIT.

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

14. COVENANT AGAINST CONTINGENT FEES.

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

15. ENVIRONMENTAL QUALITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

24. EFFECTIVE DATE

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

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

TO COUNTY:

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

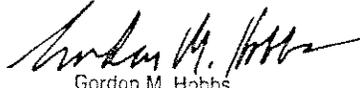
TO GOVERNMENT:

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

or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly

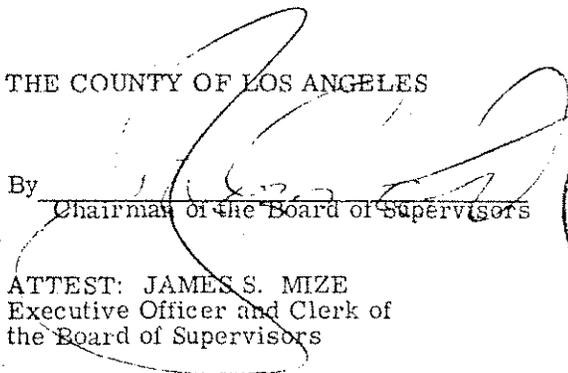
sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

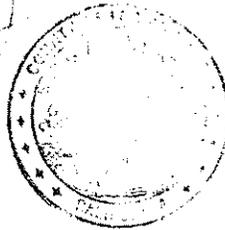
IN WITNESS WHEREOF, I have hereunto set my hand by direction of the ^{Assistant} Secretary of the Army this 4th day of May, 1976.


Gordon M. Hobbs
Assistant for Real Property
OASA (AR)

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

THE COUNTY OF LOS ANGELES

By 
Chairman of the Board of Supervisors

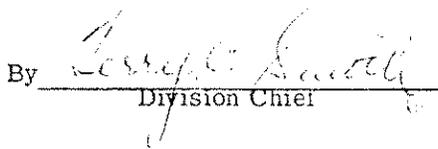


ATTEST: JAMES S. MIZE
Executive Officer and Clerk of
the Board of Supervisors

By 
Deputy

APPROVED AS TO FORM
JOHN H. LARSON, County Counsel

APR 20 1976
22

By 
Division Chief

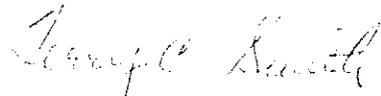
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CERTIFICATION

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

Given this 21st day of April 1976.

JOHN H. LARSON
County Counsel
County of Los Angeles

By 
Terry C. Smith, Chief
Property Division

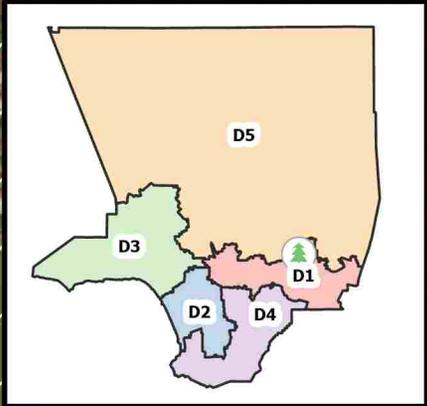
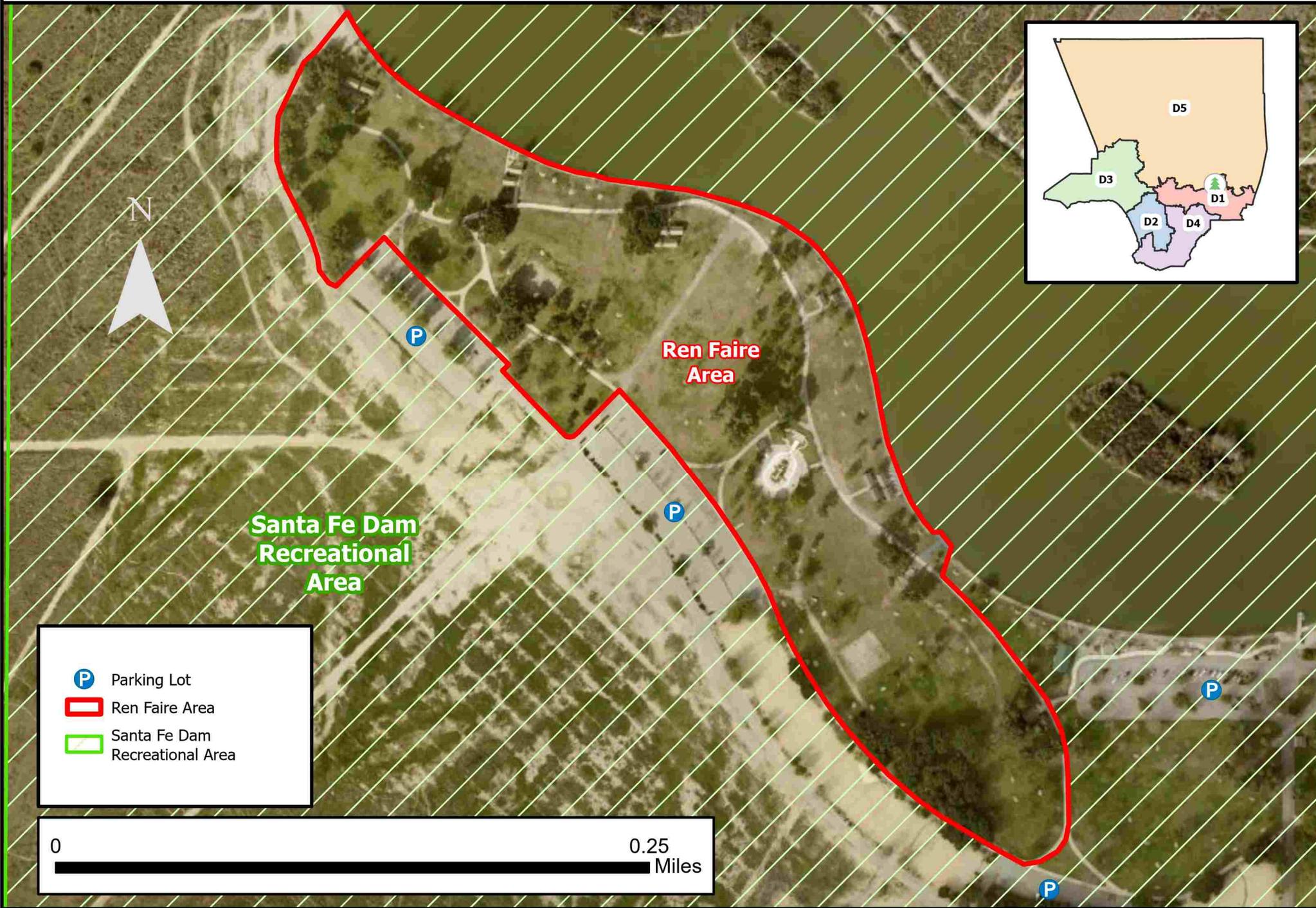
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3-2-76

EXHIBIT B

CONCESSION PREMISES/SITE PLANS

Renaissance Faire Area

Santa Fe Dam Recreational Area



-  Parking Lot
-  Ren Faire Area
-  Santa Fe Dam Recreational Area



Renaissance Faire Area

Santa Fe Dam Recreational Area



Ren Faire Area



Parking Lot



EXHIBIT C

LICENSEE'S OPERATION PLAN

(NOT ATTACHED TO SAMPLE)

**SAMPLE COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
2026 COUNTY STAFF FEES**

TITLE	HOURLY RATE
Grounds Maintenance Supervisor	\$33.31
Senior Grounds Maintenance Worker	\$29.74
Grounds Maintenance Worker II	\$26.95
Grounds Maintenance Worker I	\$24.06
Grounds Maintenance Worker Temp	\$24.06
Custodiam Temp	\$22.55
Irrigation Sprinkler Fitter	\$36.78
Intermediate Cashier	\$26.35
Permanent Cashier	
Recurrent Cashier	\$41.40
Senior Typist Clerk	
Supervising Lake Lifeguard	\$44.73
Permanent Senior Lake Lifeguard	\$39.54
Recurrent Senior Lake Lifeguard	\$39.54
Recurrent Lake Lifeguard	\$29.60
Regional Park Superintendent I	\$39.49
Superintendent, Santa Fe Dam	

*Fees are subject to change annually and/or as-needed by the County of Los Angeles Board of Supervisors, Director of Parks and Recreation, or designee.

EXHIBIT E

COUNTY'S EVALUATION REPORT

(NOT ATTACHED TO SAMPLE)

EXHIBIT F

INTENTIONALLY OMITTED

CONCESSIONAIRE'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Concessionaire's Name: _____

Work Order No.: _____ Concession Agreement No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Concession Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

(NOT ATTACHED TO SAMPLE)

Committed to the Standard

Each participating food facility receives an ATFR inspection once per year to assure compliance with the program's standards. The ATFR inspection is separate from a regular food facility inspection and there is no additional cost for the inspection.

By assuring that all participating food facilities continue to meet the standard, both program participants and consumers can be confident that the decal/placard is meaningful and that it is reflective of a commitment to providing healthier dining options.

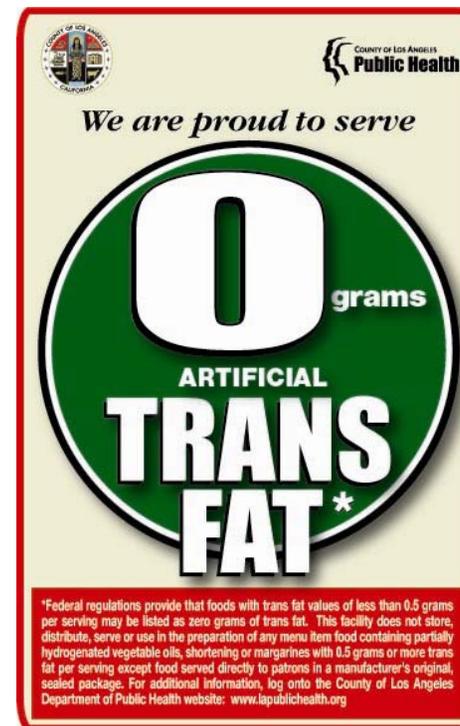
Getting Started

The County of Los Angeles Department of Public Health has brochures available to help you get started on the road to zero grams trans fat.

These brochures are available online at www.lapublichealth.org.



VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION (ATFR) PROGRAM



For more information:

www.lapublichealth.org/eh

www.fda.gov/fdac/features/2003/503_fats.html



County of Los Angeles Department of Public Health,
Environmental Health

**County of Los Angeles
Environmental Health**
5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430 – 5320

Food facilities that serve food with zero grams of trans fat help provide a healthier alternative to consumers.

These food facilities should stand up and be recognized.

The County of Los Angeles Department of Public Health has developed a program to help these food facilities get the recognition they deserve.

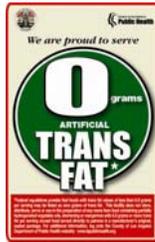
<p>Artificial Trans Fat Reduction Program</p> <ul style="list-style-type: none">✓ Zero Grams Trans Fat✓ Public Recognition
--

Although many food facilities have begun their effort to eliminate trans fat from their menus, a simple way for consumers to identify these facilities had never been developed until now!

The Voluntary ATFR Program

The ATFR Program recognizes food facilities that do not store, use, or serve food containing partially hydrogenated vegetable oils, shortening, or margarines with 0.5 grams or more trans fat per serving, except food that is being served directly to patrons in a manufacturer's original sealed package. (Foods with trans fat values of less than 0.5 grams per serving are listed as zero grams of trans fat).

Participating food facilities that meet this standard are recognized with the issuance of an official ATFR Program decal/placard to notify consumers that they serve zero grams of trans fat.



Additionally, these food facilities are listed on the Department of Public Health website as active participants in the ATFR Program.

Participating in the ATFR Program

Participation in the ATFR Program is strictly *voluntary*. Applications are available online at www.lapublichealth.org or at your local County of Los Angeles Environmental Health district office.

Familiarizing yourself with the nutritional facts panels of the foods in your food facility will help you in providing the necessary information detailed in the application.

A one-time fee of \$204.00 is required with the application. If you have several locations that meet the ATFR Program's conditions for a "chain," only one application fee of \$136.00 is required plus \$68.00 for each participating location in your food facility chain.

<p>Benefits of Participation</p> <p>By participating, you:</p> <ul style="list-style-type: none">▪ Will receive an official ATFR Program decal/placard that states that the food you serve contains zero grams of trans fat.▪ Will be recognized on the County of Los Angeles Department of Public Health website.▪ Show that you recognize consumers who are looking for healthier dining options.▪ Distinguish your food facility from other businesses that do not provide this healthier alternative.▪ Will be able to take advantage of a unique marketing opportunity.

HEALTH ADVISORY # 11

Voluntary Artificial Trans Fat Reduction (ATFR) Program

Artificial trans fats are produced through an industrial process (referred to as hydrogenation) that converts vegetable oils into semisolid fats. These fats are often found in margarines, shortenings, baked goods, fried foods, and snack foods.

There is strong evidence that the consumption of trans fats increases the risk of coronary heart disease, the leading cause of death and premature death in the Los Angeles County (LAC) population. This risk appears to be greater than with other dietary fats, even saturated fats. Trans fats increase the level of bad cholesterol and decrease the level of good cholesterol. Trans fats also increase the level of triglycerides, cause inflammation within the blood vessels, and irritate the internal lining of blood vessels, all of which may further increase heart disease risk.

In consideration of these and other factors, LAC Public Health, in partnership with various public health and food service industry stakeholders, developed the Voluntary ATFR Program to help consumers identify healthier dining options.

As a food facility operator, you may have questions about participating in the Voluntary ATFR Program. To assist you, the following are answers to several frequently asked questions:

Q: What is the voluntary ATFR Program?

A: The ATFR Program recognizes food facilities that do not store, use, or serve food containing partially hydrogenated vegetable oils, shortening, or margarines with 0.5 grams or more trans fat per serving except food that is being served directly to patrons in a manufacturer's original sealed package. (Foods with trans fat values of less than 0.5 grams per serving are listed as zero grams of trans fat).

Food facilities that meet this standard are recognized with the issuance of an official ATFR Program decal/placard to notify consumers that they serve zero grams of artificial trans fat.

Q: Will my grade be affected if I don't participate in the ATFR Program?

A: Participation in the ATFR Program is strictly voluntary. Your food facility's letter grade will not be affected if you choose not to participate in the program.

Q: What are the benefits of participating in the ATFR Program?

A: As a participant in the ATFR Program, you will receive an official ATFR Program decal/placard. The decal/placard will distinguish your food facility from the competition and serve to inform prospective customers that you recognize their desire to have healthy dining options. Additionally, your food facility will be listed on the LAC Public Health website as an active participant in the ATFR Program.

Q: How do I join the ATFR Program?

A: To participate in the ATFR Program you must submit an application to LAC Environmental Health for review and approval. Applications are available at your local Environmental Health district office and online at www.lapublichealth.org/eh.

Q: Is there a fee to participate in the ATFR Program?

A: A fee of \$204.00 is required to participate in the ATFR Program and must be submitted with your completed application.

Q: Do food facility chains have to submit multiple applications and fees?

A: Food facility chains only have to submit one application for all locations if all of the following conditions are met:

1. Each location shares common ownership.
2. Each location conducts food service operations consistent with the food facility chain's operational model.
3. Foods received, prepared, and offered for sale at each location are the same for each location throughout the chain.

Food facility chains that meet the above conditions are required to submit only one application fee of \$136.00 plus \$68.00 *for each participating location in the food facility chain.*

Q: Will I receive a separate ATFR Program inspection?

A: Yes. As long as you are an active participant in the program your food facility will receive an ATFR inspection once annually to assure compliance with the program standards. A separate inspection report form will be used for the ATFR inspection. There is no additional fee for the inspections.

Q: Will my grade be affected if my food facility is out of compliance with the ATFR Program standards?

A: Posting the official ATFR Program decal/placard bears the same responsibility to accuracy as any other advertising claim to your menu (e.g. "fresh" halibut, versus "fresh frozen" halibut). Therefore, if you participate in the program and post the decal/placard, non-compliance with the program's standards may result in a debit in points if observed during the course of a routine food facility inspection.

Visit us online!



www.lapublichealth.org/eh

Office Stamp

Environmental Health
5050 Commerce Drive
Baldwin Park, CA 91706



APPLICATION FOR THE COUNTY OF LOS ANGELES VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Name of Organization/Business: ACME BAR & GRILL

Name: SMITH JOHN
Last First Middle

Title/Position: DIRECTOR OF FOOD SAFETY

*Mailing Address: 12345 GRADE A BLVD.
Number Street

LOS ANGELES CALIF 90021 (310) 323-4300
City State Zip Code Telephone

*If you are submitting an application for a chain please list the address for each location on a separate sheet and submit it with your application. If approved, a placard will be mailed to each of the locations you've listed unless otherwise specified.

APPLICATION CHECKLIST:

- () Completed Application Form (with list of additional locations if applicable)
- () Signed Condition of Approval Form
- () Make check payable to: County of Los Angeles, Department of Public Health
- () Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all products (*see application for details*)
- () Legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility
- () Mail your completed application and attachments to:

Environmental Health
 Attn. Consultation & Technical Services
 5050 Commerce Dr.
 Baldwin Park, CA 91706

List of Participating Chain Facilities

- 1) Location 1: 1234 Olympic Blvd, Los Angeles, CA
- 2) Location 2: 5678 Main St, Los Angeles, CA
- 3) Location 3: 91011 First St., Los Angeles, CA
- 4) Location 4: 1213 Alpine Ave., Los Angeles, CA
- 5) Location 5: 1415 Maple Ave., Los Angeles, CA
- 6) Location 6: 1617 Lake Blvd., Los Angeles, CA
- 7) Location 7: 1819 Elm St., Los Angeles, CA
- 8) Location 8: 2021 Cherry Ave., Los Angeles, CA
- 9) Location 9: 2223 Willow St., Los Angeles, CA



CONDITIONS OF PARTICIPATION AGREEMENT

You must be a permitted food facility in Los Angeles County to participate in this placard recognition program.

By posting the ATFR placard in your facility, you are accepting the responsibilities of "truth-in-menu." Should this facility ever have to substitute an ingredient with one that contains reportable levels of trans fat, the placard **MUST BE REMOVED IMMEDIATELY** from display. Only upon re-establishing the advertised "zero grams trans fat" status, can the placard be displayed once again.

The ATFR placard is meant to help set your facility apart from all others and to help the public make informed choices in their dining experience. To ensure that your staff understands the importance of this program, they should be trained in what "trans fats" are and where they may be found. This will help to create the trustworthy atmosphere to your customer base.

The ATFR placard may not be reproduced in any form without prior approval from LAC EH. Any other reproduction, transmission, displays, or editing of the ATFR placard by any means mechanical or electronic without the express written permission of LAC EH is strictly prohibited.

I have read and agree to the above conditions.

JOHN SMITH

Signature

12/14/07

Date

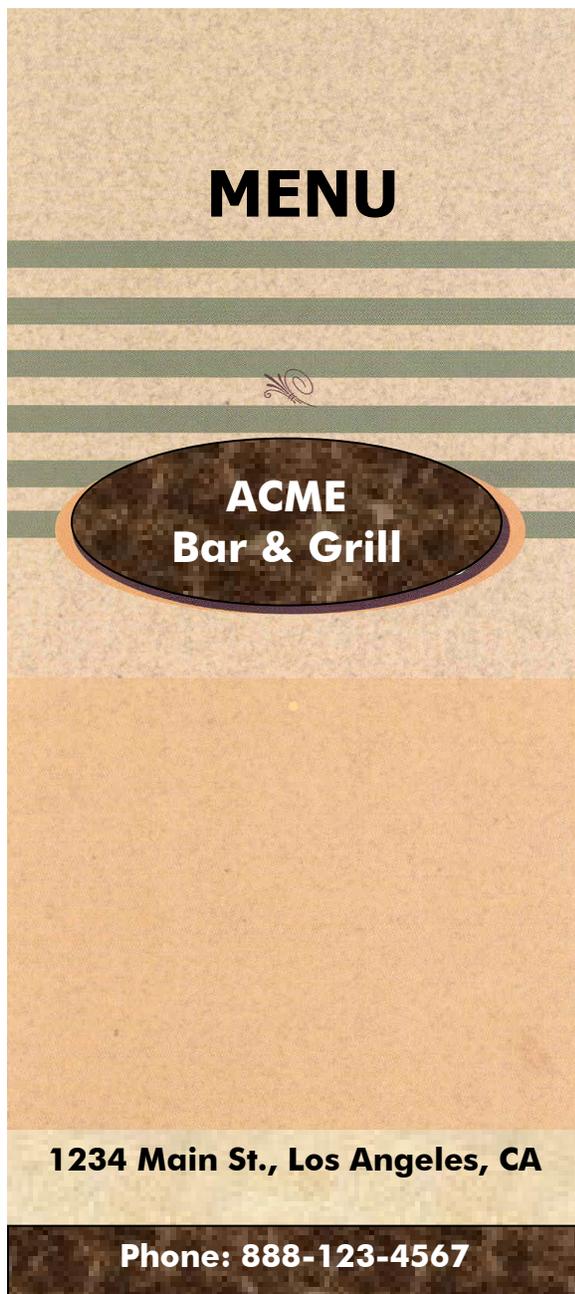
JOHN SMITH

Print Name

DIRECTOR OF FOOD SAFETY

Position

Copy of the Menu or a List of Food Items offered for sale:



OR

List of Products Offered:

- Hamburger**
- Cheeseburger**
- Steak Sandwich**
- Breaded Chicken**
- Onion Rings**
- French Fries**
- Coleslaw**
- Garden Salad**

Copies of ALL ingredient labels that contains fat:

***trans fat can be found in any of the following 8 Categories:**

1. VEGETABLE OILS

If an ingredient contains a reportable level of trans fat per serving, you must discontinue using it and find a replacement that contains 0g. trans fat per serving if you wish to participate in the ATFR Program. In this case, the application would be denied since the product has 2g of trans fat per serving.

Nutrition Facts/Datos De Nutrición	
Serving Size/Tamaño por Ración 1 Tbsp/1 Cuch (14g)	
Servings Per Container/Raciones Por Envase about/aprox. 1,134	
Amount Per Serving/Cantidad por Ración	
Calories/Calorías 130 Fat Calories/Calorías de Grasa 130	
	% Daily Value*/Valor Diario
Total Fat/Grasa Total 14g	22%
Saturated Fat/Grasa Saturada 2g	10%
Trans Fat/Grasa Trans 2g	
Polyunsaturated Fat/Grasa Poliinsaturada 6g	
Monounsaturated Fat/Grasa Monoinsaturada 4g	
Cholesterol/Colesterol 0mg	0%
Sodium/Sodio 0mg	0%
Total Carbohydrate/Carbohidrato Total 0g	0%
Protein/Proteína 0g	

INGREDIENTS: PARTIALLY HYDROGENATED SOYBEAN OIL WITH SOY LECITHIN AND ARTIFICIAL BUTTER FLAVOR ADDED, TBHQ AND CITRIC ACID ADDED TO HELP PRESERVE FRESHNESS, ARTIFICIALLY COLORED WITH BETA CAROTENE, DIMETHYL POLYSILOXANE, AN ANTI-FOAM AGENT, ADDED. CONTAINS SOY.

INGREDIENTES: ACEITE DE SOYA PARCIALMENTE HIDROGENADO CON LECITINA SOYA Y SABOR ARTIFICIAL A MANGEQUILLA AÑADIDOS, TBHQ Y ÁCIDO CÍTRICO AÑADIDO PARA AYUDAR A CONSERVAR LA FRESCURA, COLOREADO ARTIFICIAMENTE CON BETA CAROTENO, DIMETIL-POLISILOXANO, UN AGENTE ANTI-ESPUMADOR, AÑADIDO. CONTIENE SOYA.

Distributed by/Distribuido por: Amerifoods Trading Co. Los Angeles, CA 90051-0377 U.S.A.
 Imported por: Smart & Final del Noroeste S.A. de C.V., Calle Segunda y Ave., Ocampo #7002 Zona Centro, Tijuana, B.C. México CP, R.F.C. SFN-930813-CY7

Product of U.S.A. Producto de E.E.U.U.
STORE AT ROOM TEMPERATURE GUARDE A TEMPERATURA AMBIENTE

WARNING: ANY OIL WILL BURN IF OVERHEATED. DO NOT LEAVE UNATTENDED WHILE HEATING. IF SMOKING OCCURS, REDUCE HEAT. IF OIL CATCHES FIRE, TURN OFF HEAT AND COVER PAN UNTIL COOLED. DO NOT PUT WATER ON HOT OR FLAMING OIL, SPATTERS CAN BURN. DO NOT POUR OIL INTO PLASTIC CONTAINER. CONTAINER CAN MELT, CAUSING INJURY.

ADVERTENCIA: CUALQUIER ACEITE PUEDE QUEMARSE SI SE CALIENTA DEMASIADO. NO LO DEJE SIN VIGILANCIA MIENTRAS LO CALIENTA. REDUZCA EL CALOR SI HAY HUMO. SI EL ACEITE SE INCENDIA, APAGUE LA ESTUFA Y CUBRA LA CACEROLA HASTA QUE SE ENFRIE. NO PONGA AGUA EN ACEITE CALIENTE O EN LLAMAS, EL SALPICADO PUEDE CAUSAR QUEMADURAS. NO VIERTA EL ACEITE EN VASES PLÁSTICOS. EL ENVASE PUEDE DERRETIRSE Y CAUSAR HERIDAS.

Chef's Review guarantees restaurant quality. If for any reason you are not completely satisfied, return this product for a replacement or a full refund.

Chef's Review garantiza una calidad de restaurante. Si por alguna razón usted no está completamente satisfecho, devuelva este producto para un reemplazo o reembolso completo.

ADM Packaged Oils
 Decatur, Illinois 62525

INGREDIENTS: Soybean oil (fully refined and partially hydrogenated), TBHQ and citric acid added to help preserve freshness, Dimethylpolysiloxane, an anti-foam agent, added. **INGREDIENTES:** Aceite de soya (totalmente refinado y parcialmente hidrogenado). Se le agrega TBHQ y ácido cítrico para preservar la frescura. Se le agrega dimetilo de siloxano, agente antiespumante.

CAUTION: Overheating any shortening may cause fires. Reduce heat if shortening smokes. **PRECAUCIÓN:** Cualquier manteca que se recaliente presenta el peligro de incendio. Si se sale humo a la manteca, reduzca el fuego.

Store at Room Temperature
 Debe almacenarse a la temperatura del ambiente

Nutrition Facts/Datos De Nutrición	
Serving Size 1 Tbsp (14 g)/Tamaño de la Porción 1 Cucharada (14g)	
Servings per 35 lb. Jug/1134 Porciones en Frasco-1138 de 35 lb.	
Amount Per Serving/Cantidad por Ración	
Calories/Calorías 130 Calories from Fat/Calorías Provenientes de la Grasa 130	
	% Daily Value*/del Valor Diario Requerido*
Total Fat/Grasa Total 14g	22%
Saturated Fat/Grasa Saturada 2.5g	13%
Trans Fat/Grasa 0.5g	
Polyunsaturated Fat/Grasa Poliinsaturada 6g	
Monounsaturated Fat/Grasa Monoinsaturada 3g	
Cholesterol/Colesterol 0mg	0%
Sodium/Sodio 0mg	0%
Total Carbohydrate/Total de Carbohidratos 0g	0%
Protein/Proteína 0g	0%
Vitamin/Vitamina A	0%

Not a significant source of dietary fiber, sugars, vitamin C and iron. No es una fuente significativa de fibra dietética, azúcares, vitamina C ni de hierro.

*Percent Daily Values are based on a 2000 calorie diet. *El porcentaje del valor diario requerido se basa en una dieta diaria de 2000 calorías.

Item# 55055

102040

Net Wt./Peso Neto 35 lbs. (15.88 kg) 589 fluid oz./onzas líquidas

2. SHORTENING (hard vegetable oil):



Shortening/hard vegetable oils typically contain trans fat. This sample would not qualify to be used in the ATFR Program. In this case, the application would be denied.

3. MARGARINE (or other spreads):

Nutrition Facts	Amount/Serving	%DV*	Amount/Serving	%DV*
	Serv. Size 1 Tbsp. (14g) Servings: About 32 Calories 100 Fat Cal. 100	Total Fat 11g	17%	Sodium 110mg
	Sat. Fat 5g	25%	Total Carb. 0g	0%
	Trans Fat 0g		Dietary Fiber 0g	0%
	Polyunsat. Fat 1g		Sugars 0g	
	Monounsat. Fat 4.5g		Protein 0g	
	Cholest. 0mg	0%		
	Vitamin A 10% • Vitamin C 0% • Calcium 0% • Iron 0%			
	*Percent Daily Values are based on a 2,000 calorie diet.			

INGREDIENTS: PALM OIL, WATER, SALT, NON-FAT DRY MILK SOLIDS, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), CITRIC ACID, NATURAL & ARTIFICIAL FLAVOR, VITAMIN A PALMITATE ADDED, BETA CAROTENE (COLOR). CONTAINS: MILK, SOYBEAN.

4. PEANUT BUTTER

Not Used in this “sample menu”, however, may be used in various sauces and dressings that may be part of one’s menu.

5. PREPARED FOODS (pre-fried/battered foods)

- **French Fries**



SKU:
10071179253013
Packaging:6/5#
Net Weight:30.00
Gross Weight:32.00
Case Cube:1.29
Tie/High:9x8

Simplot.

- Cholesterol free.
- Distinctive V-cut for outstanding plate enhancement and coverage.
- Extra long length and low moisture provide increased yields and profits.

Specifications

- 1/2" x 17/32" crinkle cut (hill to hill)
- Extra Long Fancy

Prep Instructions

- Preheat fryer to 350°F. Fill fryer basket no more than half full. Deep fry for 3 1/2 minutes.

Menu Suggestions

- Full crinkle cut fries are great with specialty sandwiches like hot pastrami, grilled tuna, or patty melt.

Ingredients

Potatoes, partially hydrogenated vegetable oil (soybean and/or cottonseed oils), and/or vegetable oil (canola, soybean, and/or sunflower oils), dextrose, disodium dihydrogen pyrophosphate (to maintain natural color).



Nutrition Facts	
Serving Size 3 oz (85g) frzn	
Amount Per Serving	
Calories 120 Calories from fat 30	
	% Daily Value *
Total Fat 3.5g	5%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 0g	0%
Sodium 15mg	1%
Total Carbohydrates 20g	7%
Dietary Fiber 1g	6%
Sugars 0g	
Protein 2g	
Vitamin A 0%	• Vitamin C 8%
Calcium 2%	• Iron 4%

* Percent Daily Values are based on a 2,000 calorie diet.

- **Breaded Chicken**

CHICKEN TENDERLOINS, J-CRUMB BREADED, RTC, 65-100 CT. (07369)

Ready-to-Cook Breaded Chicken Tenderloin - Individually Quick Frozen



Product Information
Product Code: 07369
Case Weight: 10 lbs
Case Dimensions: 15.75 x 10.5 x 6.06
Case Cube: 0.61
Pallet Tile: 8 x 10
Cases per Pallet: 80

Nutritional Information	
Serving Size: 114 grams	
Servings Per Case:	
Amount per Serving	
Calories: 160	Calories from Fat: 30
% Daily Value*	
Total Fat: 3.5 grams	5%
Saturated Fat:	
Trans Fat: 0g	
Cholesterol: 50 mg	17%
Sodium: 640 mg	27%
Total Carbohydrate: 14 grams	5%
Dietary Fiber:	
Sugars:	
Protein: 19 grams	
Vitamin A:	Vitamin C:
Calcium:	Iron:
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.	

Ingredients
 CONTAINING UP TO 8% OF A SOLUTION OF WATER, SODIUM PHOSPHATE, BREADED WITH: BLEACHED FLOUR, WATER, SALT, BUTTERMILK POWDER, SWEET CREAM, WHEY (REAM), PARTIALLY HYDROGENATED SOYBEAN AND COTTONSEED OIL, LEAVENING (SODIUM ALUMINUM PHOSPHATE, SODIUM ACID PYROPHOSPHATE, SODIUM BICARBONATE), SPICE, MALTODEXTRIN, GARLIC POWDER, ARTIFICIAL FLAVOR, EXTRACTIVES OF PAPRIKA, LEAVENING (SODIUM ALUMINUM PHOSPHATE, SODIUM BICARBONATE), PARTIALLY HYDROGENATED SOYBEAN OIL. BREADING SET IN HOT SOYBEAN OIL. CONTAINS: WHEAT, DAIRY

- **Onion Rings**

BEER-BATTERED VIDALIA ONION RINGS			
Serving Size(g)	227g	Servings	3
Calories	450	Calories from Fat	240
% Daily Value*, Calories:	2,000	2,500	
Total Fat	21g	42%	34%
Saturated Fat	4g	20%	16%
Trans Fat	0g		
Cholesterol	5mg	2%	2%
Sodium	590mg	25%	25%
Total Carbohydrates	44g	15%	12%
Dietary Fiber	3g	12%	10%
Sugars	5g		
Protein	6g		
Vitamin A 0% • Vitamin C 6% • Calcium 0% • Iron 6%			
*Percent Daily Values are based on 2,000 and 2,500 calorie diets. Your daily values may be higher or lower depending on your calorie needs:			
Calories:	2,000	2,500	
Total Fat	Less Than 65g	80g	
Saturated Fat	Less Than 20g	25g	
Cholesterol	Less Than 300mg	300mg	
Sodium	Less Than 2,400mg	2,400mg	
Total Carbohydrate	300g	375g	
Dietary Fiber	25g	30g	
Allergens:	Soy • Milk • Wheat • Shell/Fish		

BEER-BATTERED VIDALIA ONION RINGS
INGREDIENTS: Onion rings, vidalia onions, beer (malted barley, corn syrup, hops, salt), soy oil, bleached wheat flour, modified food starch, pyrophosphate, sodium aluminum phosphate, natural flavor, paprika, sorbitol, spice, whey.

6. BAKED GOODS

- **Buns**

Classic 100% Whole Wheat Hamburger Buns

Nutrition Facts*

Amount per Serving (serving size) = 1 Bun

		% Daily Values**		
Calories	120		Vitamin A	0%
Total Fat	2g		Vitamin C	0%
Sat. Fat	0g		Calcium	4%
Trans Fat	0g		Iron	4%
Cholesterol	5mg		Niacin	8%
Sodium	190mg		Thiamin	6%
Total Carb.	18g		Riboflavin	4%
Dietary Fiber	2g		Folic Acid	2%
Sugars	3g			
Protein	6g			

* The nutrition information contained in this list of Nutrition Facts is based on our current data. However, because the data may change from time to time, this information may not always be identical to the nutritional label information of products on shelf.

** % Daily Values (DV) are based on a 2,000 calorie diet.

- **Crackers**

Nabisco Saltine Crackers Nutrition Facts

Original Premium
Package: 1 lb - 453 g - 30 servings - UPC #0578
Serving: 5 crackers - 0 - 15 g

Nutrient	Value	%DV
Nutrient Class: Basic Nutrition Facts		
Calories (%DV based on daily intake of 2,000 kcal)	60 kcal	3%
Calories from Fat (italics if estimated)	10	50%
Kilojoules	251 kJ	
Pts (computed by CalorieLab; italics if fiber unknown)	0	
Total Fat (DRI 65 g)	1.5 g	2.3%
Saturated Fat (DRI 20 g)	0 g	0%
Trans Fat	0 g	0%
Cholesterol (DRI 200 mg)	0 mg	0%
Sodium (DRI 2,400 mg)	190 mg	7.9%
Total Carbohydrate (DRI 300 g)	11 g	3.7%
Dietary Fiber (DRI 25 g)	0 g	0%
Sugars (WHO recommended maximum daily intake 50 g)	0 g	0%
Net Carbs (italics if sugar alcohol content unknown)	0 g	
Protein (DRI 50 g)	1 g	2%
Vitamin A (DRI 5000 IU)	0 IU	0%
Vitamin C (DRI 60 mg)	0 mg	0%
Calcium (DRI 1000 mg)	0 mg	0%
Iron (DRI 18 mg)	0.7 mg	4%
3R (Ratio of Recommended to Restricted Food Components - What's this?)	0.5	
Nutrient Class: Food Energy		
Total Calories (%DV based on daily intake of 2,000 kcal)	60 kcal	3%
Calories from Fat (italics if estimated)	10 g	
Calories from Carbohydrate (estimated)	44 g	

- **Croutons**

Whole Grain Seasoned Croutons

Made from the best bread and cut perfectly into generous sized pieces, *Pepperidge Farm®* Whole Grain Seasoned Croutons enliven any salad with a zesty flavor you're sure to love!

Nutrition Facts*

Amount per Serving (serving size) = 6 croutons

		% Daily Values**	
Calories	20		
Total Fat	1g		Vitamin A 0%
Sat. Fat	0g		Vitamin C 0%
Trans Fat	0g		Calcium 0%
Cholesterol	0mg		Iron 0%
Sodium	70mg		Niacin -
Total Carb.	5g		Thiamin -
Dietary Fiber	<1g		Riboflavin -
Sugars	<1g		Folic Acid -
Protein	1g		

* The nutrition information contained in this list of Nutrition Facts is based on our current data. However, because the data may change from time to time, this information may not always be identical to the nutritional label information of products on shelf.

- **Wheat Bread**

Nutrition Facts

Serving Size: 1 slice

Amount per Serving

Calories 60 **Calories from Fat** 10

	% Daily Value *
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 100mg	4%
Total Carbohydrate 12g	4%
Dietary Fiber 1g	4%
Sugars 2g	
Protein 2.5g	5%

Vitamin A	0%
Vitamin C	0%
Calcium	2%
Iron	4%
Thiamin (B1)	6%
Riboflavin (B2)	4%
Niacin (B3)	4%
Folic Acid (Folate)	4%

Est. Percent of Calories from:

Fat 15.0% **Carbs** 80.0%

Protein 16.7%

7. PRE-MIXED INGREDIENTS

- Salad dressing



- Coleslaw

Pizzeria Uno Chicago Bar & Grill®
Coleslaw
creamy and crisp

Nutrition Facts
Serving Size: 1 order • 85g in ©2000-2007

Amount Per Serving		% DV
Calories 120	Calories from Fat 60	
Total Fat 7g		11%
Saturated Fat 1g		5%
Trans Fat 0g		
Cholesterol 5mg		2%
Sodium 210mg		9%
Total Carbohydrate 13g		4%
Dietary Fiber 1g		4%
Sugars 9g		
Protein 1g		2%
Vitamin A 25%	Vitamin C 35%	
Calcium 2%	Iron 2%	

INGREDIENTS:
Cabbage, coleslaw dressing (sugar, soybean oil, vinegar, egg yolk, salt, modified food starch, spice, polysorbate 60, stabilizers, alginate, natural flavor, EDTA, paprika), carrots.

Allergens: Soy/Nut/Peanut, Milk, Eggs.

- **Mayonnaise**

Nutrition Facts	
Serving Size 1 Tbsp (14g)	
Servings per container see below	
Amount Per Serving	
Calories 45	
Calories from fat 40	
	% Daily Value*
Total Fat 4g	7%
Saturated Fat 0.5g	3%
Trans Fat 0g	
Cholesterol less than 5g	0%
Sodium 120mg	5%
Total Carbohydrates less than 1g	0%
Protein 0g	
Vitamin E 6%	* Vitamin K 20%
Not a significant source of Dietary Fiber, Sugars, Vitamin A, Vitamin C, Calcium, Iron.	
*Percent Daily Values are based on a 2,000 calorie diet.	

INGREDIENTS: WATER, SOYBEAN OIL, VINEGAR, MODIFIED CORN STARCH**, WHOLE EGGS AND EGG YOLKS, HIGH FRUCTOSE CORN SYRUP**, SALT, LEMON JUICE, XANTHAN GUM**, (SORBIC ACID**, CALCIUM DISODIUM EDTA) USED TO PROTECT QUALITY, PHOSPHORIC ACID**, DL ALPHA TOCOPHEROL ACETATE (VITAMIN E), BETA-CAROTENE**, CITRIC ACID**, NATURAL AND ARTIFICIAL** FLAVORS (SOY), PHYTONADIONE (VITAMIN K), PAPRIKA OLEORESIN.
 **INGREDIENTS NOT IN MAYONNAISE.

8. SNACK FOODS

- **Chips**

Frito-Lay®
Lay's Potato Chips,
Classic flavored
 (small bag)

Nutrition Facts	
Serving Size: 1 bag • 1 oz • 28.3g	
Amount Per Serving	
Calories 150	Calories from Fat 90
	% DV
Total Fat 10g	15%
Saturated Fat 3g	15%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 180mg	8%
Total Carbohydrate 15g	5%
Dietary Fiber 1g	4%
Sugars 0g	
NET Carbs 14	
Protein 2g	4%
Vitamin A 0%	Vitamin C 10%
Calcium 0%	Iron 0%

INGREDIENTS: Potatoes, vegetable oil (contains one or more of the following: corn, cottonseed, or sunflower oil), and salt.

ORDINANCE NO. 2009-0044

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

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

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

17.04.035 Contract-operated facilities.

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

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

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

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

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

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

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

[1704035CSCC]

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
CONCESSION AGREEMENT FOR
OPERATION OF THE RENAISSANCE THEME FAIRE CONCESSION
SAMPLE REVENUE RECONCILIATION FORM**

Vendor Name _____

Date(s) _____

Facility and Location _____

Concession Agreement No. _____

Signature _____

Date _____

	Gross Sales	County Fee		County Revenue Amount
--	----------------	---------------	--	--------------------------

Admission Ticket Sales:			
Weekend 1		x \$1 per ticket	
Weekend 2		x \$1 per ticket	
Weekend 3		x \$1 per ticket	
Weekend 4		x \$1 per ticket	
Weekend 5		x \$1 per ticket	
Weekend 6		x \$1 per ticket	
Weekend 7		x \$1 per ticket	
Sub-Total due to County:			

Season Pass Sales:		x \$5 per ticket	
Sub-Total due to County:			

Alcohol Sales:		7%	
Sub-Total due to County:			

GRAND TOTAL due to County: _____

Notes: _____



County of Los Angeles Department of Parks & Recreation Style Guide

AS OF DECEMBER 2021

Color Guide



Our colors are bold, harmonious, and fresh. If the usage of the LA County Parks and Recreation brand cannot meet the color specifications, it is recommended that the logo and icons are used in black and white only.

HEXADECIMAL: #FBE90B
RGB: R=251 G=233 B=11
CMYK: C=0 M=7 Y=96 K=2

HEXADECIMAL: #2F7ED2
RGB: R=47 G=126 B=210
CMYK: C=78 M=40 Y=0 K=18

HEXADECIMAL: #155314
RGB: R=21 G=83 B=20
CMYK: C=75 M=0 Y=76 K=67

HEXADECIMAL: #F57F06
RGB: R=245 G=127 B=6
CMYK: C=0 M=48 Y=98 K=4

HEXADECIMAL: #2E0607
RGB: R=46 G=6 B=7
CMYK: C=0 M=87 Y=85 K=82

HEXADECIMAL: #0A0714
RGB: R=10 G=7 B=20
CMYK: C=50 M=65 Y=0 K=92

Logo Usage



FULL COLOR VERSIONS

Color printing is the best option, but is not necessary.



*Black background shown to see white text. Not a part of logo.



Logo Usage



BLACK & WHITE VERSIONS

When color printing is not an option or is not necessary, black and white versions of the logos are available.



*Black background shown to see white text. Not a part of logo.



Brand Typography



In keeping a cohesive brand for the county, Times New Roman or Montserrat will be used as the primary typeface. The logo is to only be paired with Times New Roman or Montserrat.

Times REGULAR

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Times ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Times BOLD

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Times SEMIBOLD ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

*This font can be found in the seal, going around the four graphics.

Brand Typography



In keeping a cohesive brand for the county, Times New Roman or Montserrat will be used as the primary typeface. The logo is to only be paired with Times New Roman or Montserrat.

Montserrat REGULAR

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Montserrat ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Montserrat BOLD

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Montserrat SEMIBOLD ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

*This font can be found to the right of the seal.

Do's and Dont's

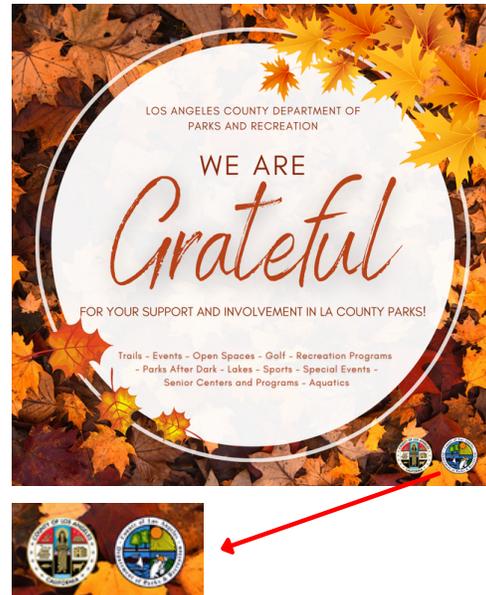


1. Do keep logo legible and scaled correctly
2. Do not flip the logo or elements of the logo
3. Do not rotate the logo
4. Do not lighten or screen the logo
5. Do not place the logo over busy imagery
6. Do not scale the logo beyond minimum sizes
7. Do not modify the approved colors of the logo
8. Do not add outlines around the logo
9. Do not distort the logo or elements of the logo

Logo Placement



When placing the county seal and parks logo on marketing collateral, the county seal should always be placed to the left of the parks logo as shown below.



The seal and logo can also be placed on either side of introduction wording as shown below to the left. If other logos are to be included on a graphic, the seal and logo must precede the included logos as show below to the right.



Company Wording



When including the the company name on any marketing collateral, it should be worded as follows:

For general marketing collateral

COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION



For social media, a condensed version will be used to make a graphic less text heavy.

LA COUNTY PARKS AND RECREATION PRESENTS





CONTACT INFORMATION

Public Information Office

Phone: (626) 588-5364

Email: info@parks.lacounty.gov



EXHIBIT M

CONTRIBUTION AND AGENT DECLARATION FORM



Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.



Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

 - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

 - c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
-

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
 - a) Parent(s):

 - b) Subsidiaries:

 - c) Related Business Entities:

- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.



Contribution and Agent Declaration Form

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.



Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

COUNTY'S ADMINISTRATION

LICENSE AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Ruben Lopez
Title: Division Chief, Contracts Division
Address: 1000 South Fremont Ave, Building A-9 West, 2nd Floor, Unit #40
Alhambra, CA 91803
Telephone: 626-588-5278
E-mail Address: rlopez@parks.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Maream Kbdzhyan
Address: 1000 South Fremont Ave, Building A-9 West, 2nd Floor, Unit #40
Alhambra, CA 91803
Telephone: 626-588-5265
E-mail Address: mkbdzhyan@parks.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Jaheel R. Dixon
Title: Superintendent, Santa Fe Dam Recreation Area
Address: 15501 Arrow Hwy
Irwindale, CA 91706
Telephone: 323-298-3660
E-mail Address: jdixon@parks.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Jaheel R. Dixon
Title: Superintendent, Santa Fe Dam Recreation Area
Address: 15501 Arrow Hwy
Irwindale, CA 91706
Telephone: 323-298-3660
E-mail Address: jdixon@parks.lacounty.gov

LICENSEE'S ADMINISTRATION

LICENSEE'S NAME: _____

LICENSE AGREEMENT NO. _____

LICENSEE'S PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

LICENSEE'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

NOTICES TO LICENSEE:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____



County of Los Angeles
Department of Parks and Recreation

POLICY/PROCEDURE

Number: PM 552
Date: 11/26/2019

Subject: ALCOHOLIC BEVERAGES – SALES AND/OR CONSUMPTION AT A COUNTY PARK FACILITY

1.0 PURPOSE

The purpose of this memorandum is to set forth the criteria allowing the sale and/or consumption of alcoholic beverages at Department facilities, and to outline the procedures for obtaining approval.

This memorandum does not include lease and/or concession agreements.

2.0 POLICY

The Director of the Department is authorized to approve the sale and consumption of alcoholic beverages at Los Angeles County (County) facilities under said officer jurisdiction. The event must be deemed appropriate based upon specific criteria and conditions and the sponsors must obtain a valid permit from the Department and California Alcoholic Beverage Control Board (ABC) for events which are sponsored and/or conducted by the Department, other public or private organizations, individuals, or community groups for recreational, fund raising or social purposes.

The current County Code restrictions relative to alcoholic beverages in park facilities remain in effect for general recreational use of park areas by individuals and organizations.

3.0 PERMIT CONDITIONS

An event involving the sale and/or consumption of alcoholic beverages at a Department facility approved by the Department Director and/or his/her designee requires a written permit which includes the following conditions:

- 3.1 The applicant(s) shall obtain the appropriate license from the ABC and comply with all license and operating requirements of the ABC, federal, state and local laws.

- 3.2 Agree to pay for the assignment of (one or more) Department employees or other persons approved by the Department to the event as required for monitoring purposes.
- 3.3 Provide at the applicant's expense, the number and type of private security and/or County Park Sheriff Bureau necessary for security at the event as determined by the Deputy Director and County Park Sheriff Bureau.
- 3.4 Indemnify, defend, and hold harmless the County, its agents, officers, and employees from and against any and all liability expense, including defense cost and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the event.
- 3.5 Provide proof on insurance naming the County of Los Angeles as an additional insured for public liability and property damage in the amount of \$1 million for a single occurrence and \$2 million general aggregate. The insurance rider must include alcohol liability verbiage. This is minimum required policy coverage. However, additional amounts may be required.
- 3.6 Provide in advance of the event, a security deposit for maintenance, repair, or replacement arising from the applicant's use of the facilities.

4.0 PROCEDURES

- 4.1 Applicants requesting the sale and/or consumption of alcoholic beverages at an event shall submit a Permit for Sale and/or Consumption of Alcoholic Beverages on Department of Parks and Recreation Facilities (P&R 74), along with the facility use permit. The following shall be considered when approving P&R 74 forms:
 - 4.1.1 The area, type of event, and/or structure of the facility to be used for the event shall be of sufficient size to accommodate the event and the expected number of participants and shall be located so public access is restricted to participants only.
 - 4.1.2 The scheduling and location of the event shall not conflict with other park events or activities
 - 4.1.3 The sale and/or consumption of alcoholic beverages shall be limited to the area and/or structure where the event is to be held, and to the participants in the event, who may legally consume such beverages.

- 4.1.4 The authorization to sell alcoholic beverages shall not conflict with the contractual rights of County concessionaires.
- 4.1.5 The event shall be one in which the participants will not engage in swimming, boating or the operation of motorized vehicles or equipment or similar activities.
- 4.2 The P&R 74 shall be submitted to the Deputy Director for final approval within 14 calendar days prior to the event. The original P&R 74 shall be returned to the Regional Recreation Director or the Regional Park Superintendent involved and a copy forwarded to Management Services.
- 4.3 The P&R 74 will be issued to the applicant when the applicant has satisfied all the requirements listed under Section 3.0. The requirements shall be satisfied 14 calendar days prior to the scheduled event. A copy will be retained by the Agency and another copy forwarded to the applicant.

Approved By 
Department Director

Date 12/5/19

County of Los Angeles

PERMIT FOR SALE AND/OR CONSUMPTION OF ALCOHOLIC BEVERAGES
ON DEPARTMENT OF PARKS AND RECREATION FACILITIES
(Addendum to Facility Use Permit)

Permittee Information

Name & Title of Applicant: _____

Applicant's Address: _____

Name of Organization: _____

Park/Facility/Area Requested: _____

Type of Event: _____

Number of Attendees: _____

Please check those that apply: ABC License Sales Consumption
Date Requested: _____ Hours: From _____ To _____

Verifications By Staff

ABC License

Security Deposit Amount: \$ _____

*Insurance Amount \$ _____

**Number of Security or Peace Officers Required: _____

Other (Specify): _____

* Proof of required insurance coverage must be presented fourteen (14) days prior to the event.

** Proof such as a receipt from a private security company must be presented fourteen (14) days prior to the event.

Verified by: _____

Date: _____

Approvals

Regional Recreation Director/
Regional Park Superintendent _____ Date _____

Deputy Director _____ Date _____

Comments: _____

CONDITIONS OF PERMIT

1. The sale and/or consumption of the alcoholic beverage must be limited to the area and/or structure where the event is to be held and to the participants in the event who may legally consume such beverages; and
2. The authorization to sell alcoholic beverages must not conflict with the contractual rights of County concessionaries; and
3. The event must be one in which the participants will not engage in swimming, boating, or the operation of motorized vehicles of equipment or other similar activities; and
4. The applicant also agrees to obtain the appropriate license from the California Alcoholic Beverage Control Board (ABC) and comply with all license and operating requirements of the ABC, federal, state, and local laws; and
5. Assign one or more employees of the Department of Parks and Recreation, or other persons approved by the Department of Parks and Recreation, to the event as required for monitoring purposes and to make appropriate reimbursement for the cost of that assignment, and
6. Provide at the applicant's expense the number and type of security officers and/or peace officers determined by the Director and local law enforcement to be necessary for security at the event; and
7. Promise to indemnify, defend and hold harmless the County, its agents, officers and employees from and against any and all liability expense, including defense cost and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury or property damage arising from or connected with the event; and
8. Provide proof on insurance naming the County of Los Angeles as an additional insured for public liability and property damage in the amount of \$1 million for a single occurrence and \$2 million general aggregate. This is minimum required policy coverage however, additional amounts may be required; and
9. Provide in advance of the event, a security deposit from which extraordinary County expenses for maintenance, repair, or replacement arising from the permittee's use of the facilities shall be deducted.

I have read and I agree to abide by the conditions of this permit:

Applicant Signature: _____ Date: _____



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

February 20, 2026

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

FROM: Norma E. García-González
Director

A handwritten signature in cursive script, appearing to read 'Norma E. Garcia-Gonzalez'.

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

The purpose of this memorandum is to comply with Board Policy 5.100, Sole Source Contracts and Amendments, regarding contracting policy requirements for sole source contracts. The County of Los Angeles (County) Department of Parks and Recreation (LA County Parks) intend to enter into negotiations for a new sole source agreement with Renaissance Entertainment Productions, Inc. (REP) for the purpose of the operation of a Renaissance Theme Faire (Faire) concession at Santa Fe Dam Recreation Area (SFDRA).

BACKGROUND

The Renaissance Theme Faire is a unique large scale outdoor festival that celebrates the spirit of the Renaissance period through immersive entertainment, including elaborate costumes, arts and crafts, food, music, dancing, theater performances and other entertainment in a reenactment of a market during the Elizabethan era in England. The Faire is a one-of-a-kind event that falls outside the regular programming and operations of LA County Parks and is of great recreational value and benefit to the residents of Los Angeles County and its visitors. The Faire typically operates seven consecutive weekends from the first weekend of April through the weekend before the Memorial Day holiday weekend and attracts approximately 135,000 guests each year.

On March 8, 2016, the Board of Supervisors (Board) approved the award of a nine-year Agreement between LA County Parks and REP for the operation of the Faire at SFDRA; and on February 18, 2025, the Board approved a sole source amendment to extend the agreement for one additional year through February 28, 2026 for the continuation of the Faire while LA County Parks developed terms for a new long-term agreement.

Each Supervisor
February 19, 2026
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JUSTIFICATION

Entering into a new agreement with REP will ensure the continuation of a proven revenue-generating event that directly supports LA County Parks' operating revenue budget. LA County Parks intends to negotiate with REP to increase the potential revenue. This approach is a pilot to explore opportunities to revisit existing contracts that can help support the following:

- **Revenue Growth:** Generate much needed revenue to LA County Parks to support its operating budget.
- **Community Benefit:** Deepen community benefit programs for the benefit of the public.
- **Capital Improvement:** Establish a Capital Improvement Program to fund projects that enhance SFDRA facilities and operations, ensuring improvement to visitor experiences and park infrastructure.

LA County Parks and REP have partnered successfully for more than 17 years, through multiple agreements and Use Permits to operate this annual Faire at SFDRA. Throughout this long-standing collaboration, REP has consistently demonstrated the operational capacity and specialized expertise required to deliver a large-scale, culturally themed event that serves thousands of LA County residents and visitors each year.

Prior to entering into a long-term agreement with REP in 2016, LA County Parks released a competitive Request for Proposals (RFP) in 2014 to identify other potential proposers who could host a faire/event similar in size and scope to the annual Faire at SFDRA. REP was the only proposer who submitted a qualified proposal in response to the RFP, confirming the absence of viable competitors for an event of this size and scope.

In addition to the revenue being brought to the County and LA County Parks, the Faire also preserves a long-standing community tradition and family experiences cherished by thousands of residents and visitors, which without there would be significant financial and cultural impacts that would result if the Faire were discontinued, including loss of revenue, disruption of community benefits, and elimination of a unique recreational offering not replicated elsewhere in the County.

CONCLUSION

Pursuant to Board Policy 5.100, Sole Source Contracts and Amendments, LA County Parks will proceed with negotiations for a new sole source agreement with REP unless otherwise instructed by your Board within the next 30 days. If negotiations are successful, LA County Parks will return to the Board for approval of a new agreement.

Each Supervisor
February 19, 2026
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If you have any questions, please contact me or Malou Rubio, Administrative Deputy, at (626) 588-5293.

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

c: Chief Executive Office (E. Yen)
County Counsel
Executive Officer, Board of Supervisors
Park Deputies (G. Duran-Medina, R. Fox, D. Gonzalez, F. Lopez, E. Martinez, S. Nemer)

SOLE SOURCE CHECKLIST

Department Name: Parks and Recreation

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
 Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input checked="" type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Montessa Duckett
Chief Executive Office

02/26/2026
Date