

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SUBMITTAL INSTRUCTIONS FOR RECREATIONAL CAMP AND PHYSICAL FITNESS TRAINING USE LICENSE APPLICATIONS (Summer Only)

I. BACKGROUND

A. Purpose

Beaches owned, controlled, or managed by the Department of Beaches and Harbors (Department) and the public areas of Marina del Rey are in high demand for recreational camp and physical fitness training programs. To ensure high quality programming for the public and provide an equitable process for applicants, the Department selects Licensees to operate these programs through an open and competitive selection process available to private individuals, entities, or non-profit organizations.

Beach and Harbor Use Licenses (Use Licenses) issued to qualified Licensees for recreational camp and physical fitness training programs conducted during the summer season, June through September, will be processed through a competitive selection process.

Note: Any Licensees with outstanding amounts due to the Department will not be allowed to participate in the competitive selection process unless payment is received in advance of the application deadline. If amounts are in dispute, the outstanding amount must be paid and held by the Department pending resolution of the dispute.

B. Description of Operations

1. Use License Locations – The available Use License locations are listed in Attachment A. Applicants can bid on multiple sites provided that a separate application and administrative license fee is submitted for each desired license location. Note: There will be a maximum limit of five Use Licenses (**three** Use Licenses for Monday through Friday and **two** for weekends) awarded per applicant during the competitive selection process, **at the exclusive and complete discretion of the Department Director**. However, if any Use License sites are still available after the selection process is complete, applicants, including those that were successful in securing the maximum number of Use Licenses during the selection process, **may** be

eligible to obtain additional Use Licenses for these sites, provided they meet **all** Use License requirements at **all** sites.

Use Licenses for locations that do not have a Licensee for the 2023 summer season will be available to applicants, without a competitive process, for the remaining term of the Use License, including the two-year option period.

If a selected Licensee for the for the 2023 summer season is unable to provide services in 2023 or subsequent years, a new Licensee will be selected through a competitive selection process for the remaining term of the initial Licenses Agreement. All current Licensees will receive notice of this opportunity.

Issuance of any additional Use Licenses are at the exclusive and complete discretion of the Department Director.

2. Maximum Days and Hours of Operation – The available hours of operation for Licensee's recreational camp and/or physical fitness training programs vary depending on the Use License site, but generally will be within lifeguard tower operational hours (see Attachment A). Licensees needing to start their operations outside of the listed available hours may be allowed to do so provided they meet the safety and personnel requirements listed in Attachment B. **Operations are permitted Monday through Friday or weekends only. Licensees may only conduct activities that require a Use License (Licensed Activities) at the location(s) and on the days the Licensee has secured a Use License(s). Conducting Licensed Activities at any other beach owned, controlled or managed by the Department other than at the location(s) and days the operator has secured a Use License(s) for and/or during the off-season utilizing solely its summer Use License(s) is subject to forfeiture of all Use Licenses no matter the location where the unpermitted activity occurs. Licensees who fail to comply with this provision may be barred from securing any Use License from the Department in the future at the exclusive and complete discretion of the Director. Please reference Attachment E for a sample License Agreement.**
- C. **Penalties** – Failure to submit fees and/or documents within the specified time frames throughout the term of the Use License will result in a \$100/day late

penalty charge. **The Department will not be responsible for issuing reminders of Use License deadlines and requirements, and Licensees will be held solely and fully responsible for timely compliance of all Use License requirements throughout the Use License term.**

D. Tentative Selection Timeline

- Release Date of Submittal Instructions and Opening Date for Application Submittals – **Monday, August 29, 2022**
- Written Questions Due – **Friday, September 9, 2022 at 12 p.m. (PST)**
- Questions and Answers Released – **Wednesday, September 14, 2022**
- Closing Date for Receipt of Applications – **Friday, September 30, 2022 at 5:00 p.m. (PST)**
- Selection of Applicants – **October through December 2022**
- Use License Term Begins – **Tuesday, January 31, 2023** (Licensed are solely for operations from June through September of each calendar year)

Note: The timeline is tentative and does not include unforeseen factors that could impact the timing of the selection process. The Department will keep applicants informed via the website of changes in the timeline, if any, as they occur.

II. APPLICATION CONTENTS

A. General Requirements

All application submittals must include, at a minimum, the information specified below. Failure to include this information will detract from an application and may be cause for its rejection. The inclusion of any additional information, which will assist in the evaluation, is encouraged. The adequacy, depth, and clarity of the submitted application will influence to a considerable degree its evaluation. The application submittal must be sufficiently complete for a selection to be made from its content alone. Nonetheless, the application content alone will not be the sole determining factor in Use License awards. **An applicant desiring to conduct summer operations at more than one location must submit a separate application for each Use License location.**

B. Specific Application Contents

1. Applicant's Credentials and Experience – The application must include a detailed summary of the applicant's experience. Emphasis should be placed on those areas and qualifications that demonstrate the capability to effectively manage the proposed operation. This should include the location, duration, and description of past camp/training operation experience, credentials, qualifications, and certifications of the applicant. Specific inclusion should be made of permits/licenses secured from other public sector entities or of programs operated on behalf of public sector entities within the last **five** years should be included along with the name and contact information of each agency's representative.
2. References – Include names, addresses, and telephone numbers of business, public agency and/or client references. A minimum of **five** references must be provided and should include clients and any public or private agencies or businesses the applicant has recently provided similar services to. Having only individual client references will not be accorded as much weight as a variety of references. Providing more than five references is recommended. The Department reserves the right to contact other representatives of the business, public agency and/or client references than those specifically listed in the application submittal.
3. Safety – Applicant must provide an emergency response plan demonstrating the applicant's preparedness to handle any potential emergencies that might occur in conjunction with implementing the proposed recreational operation. Applicant's staff must also possess the necessary certifications and be responsible for ensuring compliance with all safety requirements included in Attachments B and C.

COVID-19 Vaccinations

Applicants are advised that they must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded license. Applicants are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample license requirements prior to submitting an application. A completed Exhibit A (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

4. Summary of Employees' Qualifications – Applicant must provide information regarding the personnel who will participate in carrying out the terms and conditions of the Use License. Credentials, experience, training, and age of all instructors/staff participating in the program must be provided. The minimum age for Lead Instructors and all Instructors in the water is 18 years of age. Note: Any employee working with youth program participants will be required to pass background checks conducted at the expense of the applicant.
5. Description of Proposed Program – Applicant must submit a detailed operating plan, which will be evaluated based on 1) the overall reasonableness of the plan; 2) the scope of the instruction and the activities to be provided; and 3) the extent to which the plan meets or exceeds the requirements of the Use License. The operating plan must include a schedule of classes/camps; camp start and end dates; number of campers/participants per class/camp; fee per participant; participant-to-instructor ratio; days and hours of operation from time of drop-off to time of pick-up, including set-up/strike times and extended care (if applicable); a detailed proposed transportation and parking plan that addresses participant drop-off/pick-up and staff parking locations; and the total scope and a representative schedule of the daily activities to be provided (a different schedule for each day if the activities will differ day-to-day). All regularly occurring activities are to be provided exclusively at the Use License location, unless an applicant identifies which regularly occurring activities are to be conducted off-site and provides the Department with written documentation of formal approval for use of any and all off-site locations to be utilized for regularly occurring activities.
6. Preferred Use License Sites – If an applicant has submitted more than one application, each application should identify a ranking for each Use License site, e.g., first, then second and third choices thereafter. The Department cannot guarantee that an applicant, if selected, will be awarded its first choice or any of its selected Use License sites, and the Department may instead offer the applicant other alternate sites. If the applicant does not wish to consider any other Use License site as a possible alternate beyond the first choice, this should be noted in the application.

7. Community Service – Describe and provide documentation for any scholarships and/or reduced fees given to underserved and/or low-income Los Angeles County youth. Applicants will be evaluated based on the amount of fees reduced or scholarships given.
8. Financial – Applicant must demonstrate its financial ability to successfully carry out the proposed recreational operations during the Use License term. Documentation should include current financial statements listing all assets and liabilities of the applicant, initial available operating capital and its source, and the amount of any borrowed capital proposed for the operation and its source and terms of repayment. Financial consists of financial remuneration and financial capability.

The minimum location bid amount for each Use License location varies depending on Beach location and is stated in Attachment A. Applicants will be weighed based upon the minimum bid offered, however they are cautioned against offering more than they can realistically afford to pay, as the Department will hold the selected applicants to their Use License site offers.

Annual financial remuneration to the County will be based upon a percentage of gross receipts earned by the operator at the Use License location, 20% in 2023, but **under no circumstances** will the amount owed to the County be lower than the minimum bid offered by the applicant in its application.

Applicants should also be aware that their financial and accounting records are likely to be audited by the Department at least once during their Use License term, and they agree to maintain financial and accounting records in accordance with Use License requirements and to cooperate in good faith and to fully, completely, and timely comply with auditor requests.

****Community Service Plan Credit** – Licensees may be eligible to receive up to 5% credit on the Licensee's Gross Receipts or Bid Amount, whichever is greater, by implementing a Community Service Plan to encourage the participation of qualified Los Angeles County youth. Please reference Attachment F for further details.

9. Use License Term – The maximum available term is **three** years, with a **two**-year option period.
10. Licenses Restrictions – A maximum limit of **five** Use Licenses will be issued per applicant during the Summer, at the Department Director's exclusive and complete discretion. The five-limit maximum includes Use Licenses obtained for Monday through Friday (maximum of three) and weekends only (maximum of two) during the summer season for recreational camps, physical fitness training, and organized water activities, through the competitive selection process. Additional locations may be obtained on a non-competitive basis for the off-season months (October through May).
11. Financial Conflict of Interest Disclosure – Applicants are required to disclose the names of business partners or associates who have a financial conflict of interest when operating on the County-owned, controlled, or managed beaches and/or in Marina del Rey. The term "financial conflict of interest" refers to an individual or entity that has a direct or indirect ownership or investment interest, or who has a compensation arrangement, with another entity or individual that also operates or has operated within the last five years at County-owned, controlled, or managed beaches and/or in Marina del Rey. The requirement to disclose previously existing or new financial conflicts of interest will remain throughout the Use License term, and failure to disclose financial conflict of interest may be grounds for terminating a permit at the exclusive and complete discretion of the Department Director.

****Training Days and Open Houses** – At the Department's discretion, Licensees who have been awarded a Use License may be allowed to conduct up to three employee trainings and up to three open houses prior to the commencement of their camp start date without additional cost (pending location availability). Licensees must submit a separate Use Permit application(s) online prior to the anticipated training or open house per policy guidelines.

III. APPLICATION SUBMISSION

A. Submittal of Applications

Applications (see Attachment D) must be received at the address listed below no later than 5:00 P.M., Friday, September 30, 2022. Applications received after that time will not be considered unless other applicants have not submitted for the same particular locations.

B. County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

C. Delivery of Applications

The delivery of the Use License application to the Department no later than 5:00 P.M. on Friday, September 30, 2022, is solely and strictly the responsibility of the applicant. The Department will not be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. Hand or mail delivery should occur to:

Department of Beaches and Harbors
4601 Lincoln Blvd.
Marina del Rey, CA 90292
Attention: Beach Use License Permitting Office

Note that office hours for hand delivery to this location are Monday through Friday, 8:00 A.M. to 5:00 P.M.

D. Administrative Use License Fee

Each application must include payment in the amount of \$250, which is the prevailing administrative Use License fee. If paying by check, it should be made payable to the Department of Beaches and Harbors. Applications not accompanied by the \$250 administrative fee will not be considered.

Unsuccessful applicants will receive a refund of 50% of the \$250 administrative fee upon completion of the Use License selection process.

E. Number of Copies

Applicants must submit **one** unbound original application suitable for reproduction, **five** bound copies and **one** electronic copy emailed to **permits@bh.lacounty.gov** (e.g., Adobe PDF) of their application and supporting documentation, **for a total of seven copies**. All materials submitted by applicants become the property of the Department and will not be returned.

IV. APPLICATION EVALUATION

A. Evaluation Process

The Department will evaluate each application based on the stated selection criteria including consideration operations that 1) have the most neutral impact on the environment; 2) the least adverse effects on the Department's assets or beach operations; and 3) that offer the best balance between public space demands and appropriate Use License activities. The Director of the Department will decide which applicants will receive Use Licenses after receiving recommendations from the evaluation committee. The Director's decisions are final and at his complete and exclusive discretion.

B. Criteria for Selection

Application content will be rated as follows:

1. Professional Experience - 25%
2. Safety Standards - 25%
3. Operating Plans - 25%
4. Community Service - 5%
5. Financial Capability - 10%
6. Financial Remuneration - 5%
7. Responsiveness - 5% - The extent to which an application and all supporting documentation clearly addresses the elements of the Use License selection requirements through a comprehensive Use License proposal.

*Past Performance History – Up to **five** (5) points will be **deducted** from the overall score of the applicant with a negative past performance history, which includes, without limitation, warnings/citations issued by the Department, permits/licenses revoked, or permits/licenses forfeited by the applicant.

C. Qualification of Application for Use Licenses

The selection process does not commit the Department to award any Use Licenses, and the Department reserves the right to accept or reject any or all applications received as a result of this selection process. The Department will not assume any costs incurred in the preparation or submission of an application pursuant to this selection process. If the Department revises the submittal instructions, updated materials will be made available on the Department's website.

V. APPLICANTS' QUESTIONS

There will not be a virtual or in-person workshop for this RFP. All questions regarding the selection process and application requirements must be submitted in writing via e-mail to the email below. When submitting questions, please specify the RFP section number, paragraph number, and page number and quote language that prompted the question. This will ensure that the questions can be quickly found in the RFP. The Department reserves the right to group similar questions when providing answers. All questions will be issued via addendum, without identifying the submitting applicant, will be compiled with the appropriate answers and posted on the Department's website on Wednesday, September 14, 2022.

Note: Questions should be emailed to permits@bh.lacounty.gov. All questions must be received by 12:00 p.m. on Friday, September 9, 2022.

VI. PUBLIC INFORMATION NOTICE

The Department will keep confidential the names of the applicants and the contents of their applications until after the application evaluation process has been completed and final decisions have been made by the Director. At such time, all applications and submitted documentation become public records and will be available in the Department's Permits Section for inspection, except for that content specifically requested by the applicants to be withheld and generally regarded as confidential and proprietary, e.g., personal financial statements and credit information related to the applicant. Any such information should be submitted on separate sheets.

VII. SCHEDULE OF ATTACHMENTS TO USE PERMIT APPLICATION INSTRUCTIONS

- A. Tower Locations, Hours of Operation, and Minimum Location Bid Fee Amount
- B. Recreational Camp Minimum Safety and Operating Requirements
- C. Recreational (Beach/Surf) Camp Rules and Regulations

- D. Use License Application
- E. Sample License Agreement
- F. Community Service Plan

VIII. EXIBITS

- A. COVID-19 Vaccination Certificate of Compliance

DEPARTMENT OF BEACHES AND HARBORS
BEACH AND HARBOR USE LICENSE

Attachment A

BEACH LOCATION	AREA	TYPE OF CAMP	MAX # OF PARTICIPANTS	AVAILABLE HOURS	MINIMUM LOCATION BID AMOUNT
BEACH TOWER LOCATIONS AND OPERATING HOURS FOR RECREATIONAL CAMPS (Monday-Friday Only)					
Dockweiler	T-41	Day Camp or Volleyball Camp/Clinic	100	10am - 4pm / 7am - 8pm	\$ 450
Dockweiler	T-42	Day Camp	100	10am - 4pm	\$ 2,600
Dockweiler	T-49	Surf Lessons or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 150
Dockweiler	T-58	Day Camp or Volleyball Camp/Clinic	100	10am - 4pm / 7am - 8pm	\$ 100
Malibu Surfrider	T-3	Surf Camp or Day Camp	50/100	7am-Noon / 10am - 4pm	\$ 700
Manhattan Beach	6th St.	Day Camp	100	10am - 4pm	\$ 2,220
Manhattan Beach	7th Street	Day Camp	100	10am - 4pm	\$ 925
Manhattan Beach	14th Street	Day Camp	100	10am - 4pm	\$ 4,200
Manhattan Beach	26th Street	Surf Class or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 3,210
Manhattan Beach	45th Street	Surf Camp/Lessons	50	7am - noon	\$ 500
Manhattan Beach	Rosecrans	Day Camp or Volleyball or Surf Lessons	100/100/50	10am-4pm / 7am-8pm/ 7am-noon	\$ 4,325
Venice Beach	Driftwood s/s	Physical Fitness	100	7am - 8pm	\$ 100
Marina	Mother's Beach	Day Camp or Fitness or Canoe Class	100	7am - 8pm	\$ 150
Point Dume	PDC-2	Day Camp	100	10am - 4pm	\$ 100
Point Dume	PDC-3	Day Camp	100	10am - 4pm	\$ 100
Redondo Beach	Ainsworth Court	Day Camp	100	10am - 4pm	\$ 100
Redondo Beach	Ave E s/s	Day Camp	100	10am - 4pm	\$ 1,590
Redondo Beach	Avenue I	Surf Lessons or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 1,700
Redondo Beach	Del Mar	Surf Camp or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 1,050
Redondo Beach	Knob Hill s/s	Surfing	50	7am - noon	\$ 100
Redondo Beach	Knob Hill n/s	Day Camp	100	10am - 4pm	\$ 100
Torrance	Ramp	Surf Camp or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 400
Torrance	Rat	Surf Camp or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 1,200
Torrance	Hollywood Riviera	Surfing	50	7am - noon	\$ 1,950
Venice	Driftwood	Surf Camp or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 450
Venice	Navy n/s	Surf Lessons or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 2,000

DEPARTMENT OF BEACHES AND HARBORS
BEACH AND HARBOR USE LICENSE

Attachment A

BEACH LOCATION	AREA	TYPE OF CAMP	MAX # OF PARTICIPANTS	AVAILABLE HOURS	MINIMUM LOCATION BID AMOUNT
BEACH TOWER LOCATIONS AND OPERATING HOURS FOR RECREATIONAL CAMPS (Monday-Friday Only)					
Venice	Rose n/s	Surf Lessons	50	7am - noon	\$ 525
Venice	Rose s/s	Day Camp	100	10am - 4pm	\$ 350
Will Rogers	T-5	Day Camp	100	10am - 4pm	\$ 2,050
Will Rogers	T-10	Day Camp	100	10am - 4pm	\$ 5,050
Will Rogers	T-14	Day Camp	100	10am - 4pm	\$ 5,270
Will Rogers	T-15	Volleyball or Surf Lessons	100/50	7am- 8pm / 7am - noon	\$ 1,570
Will Rogers	T-17	Day Camp	100	10am - 4pm	\$ 100
Will Rogers	T-18	Volleyball	100	7am - 8pm	\$ 950
Zuma	T-2	Day Camp or Volleyball Camp/Clinic	100	10am - 4pm / 7am - 8pm	\$ 100
Zuma	T-3	Day Camp	100	10am - 4pm	\$ 100
Zuma	T-4	Day Camp	100	10am - 4pm	\$ 100
Zuma	T-5	Day Camp	100	10am - 4pm	\$ 100
Zuma	T-7	Day Camp	100	10am - 4pm	\$ 2,850
Zuma	T-10	Day Camp	100	10am - 4pm	\$ 150
Zuma	T-12	Day Camp	100	10am - 4pm	\$ 100
Zuma	T-13	Day Camp	100	10am - 4pm	\$ 100
Zuma	T-14	Day Camp	100	10am - 4pm	\$ 100
Zuma	T-15 s/s	Day Camp	100	10am - 4pm	\$ 100
Zuma	T-15 n/s	Day Camp	100	10am - 4pm	\$ 100
Zuma	T-16	Surf Camp or Day Camp	50/100	7am - noon / 10am - 4pm	\$ 1,000

DEPARTMENT OF BEACHES AND HARBORS
BEACH AND HARBOR USE LICENSE

Attachment A

BEACH LOCATION	AREA	TYPE OF CAMP	MAX # OF PARTICIPANTS	AVAILABLE HOURS	MINIMUM LOCATION BID AMOUNT
BEACH TOWER LOCATIONS AND OPERATING HOURS FOR PHYSICAL FITNESS					
Dockweiler	T-40	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Dockweiler	T-44	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Dockweiler	T-45	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Dockweiler	T-46	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Dockweiler	T-47	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Dockweiler	T-56	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Dockweiler	T-59	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Venice Beach	Driftwood s/s	Physical Fitness (No Water Activity)	100	7am - 8pm (M-F)	\$ 100
Marina*	Mother's Beach	Physical Fitness (No Water Activity)	100	7am - 8pm (M-F)	\$ 100
Venice	Galleon	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Venice	Ketch	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Venice	Privateer	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Venice	North Channel	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Venice	Topsail	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Venice*	Thorton	Physical Fitness (No Water Activity)	100	7am - 8pm (M-F)	\$ 100
Will Rogers	T-7	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Will Rogers	T-8	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100
Zuma*	T-1	Physical Fitness (No Water Activity)	100	7am - 8pm (M-F)	\$ 100
Zuma	T-10	Physical Fitness (No Water Activity)	20	6am - 10am	\$ 100

Locations available Monday- Sunday

***Offered Monday-Friday Only**

DEPARTMENT OF BEACHES AND HARBORS
BEACH AND HARBOR USE LICENSE

Attachment A

BEACH LOCATION	AREA	TYPE OF CAMP	MAX # OF PARTICIPANTS	AVAILABLE HOURS	MINIMUM LOCATION BID AMOUNT
BEACH TOWER LOCATIONS AND OPERATING HOURS FOR ORGANIZED WATER ACTIVITY (Weekends Only)					
Dockweiler	Tower 50	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Manhattan Beach	Pier s/s	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Marina	Mother's Beach	Kayak	6	8:00am - 12:00pm	\$ 100
Marina	Mother's Beach	Stand Up Paddle	6	8:00am - 12:00pm	\$ 100
Redondo Beach	Avenue I	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Torrance	So. Play Area	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Navy n/s	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Navy s/s	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Rose n/s	Surf Lessons	6	8:00am - 12:00pm	\$ 300
Venice	Rose s/s	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Westminster	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Driftwood	Surf Lessons	6	8:00am - 12:00pm	\$ 250
Venice	Galleon	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Galleon	Stand Up Paddle	6	8:00am - 12:00pm	\$ 100
Venice	Ketch	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Ketch	Stand Up Paddle	6	8:00am - 12:00pm	\$ 100
Venice	Privateer	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Privateer	Stand Up Paddle	6	8:00am - 12:00pm	\$ 100
Venice	Topsail	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	Topsail	Stand Up Paddle	6	8:00am - 12:00pm	\$ 100
Venice	North Channel	Surf Lessons	6	8:00am - 12:00pm	\$ 100
Venice	North Channel	Kayak	6	8:00am - 12:00pm	\$ 100
Venice	North Channel	Stand Up Paddle	6	8:00am - 12:00pm	\$ 100
Zuma	T-16	Surf Lessons	6	8:00am - 12:00pm	\$ 100

RECREATIONAL CAMP MINIMUM SAFETY AND OPERATING REQUIREMENTS

* The words "Instructor" and "Counselor" are interchangeable, as are the words "camper" and "participant".

GUIDELINES	BEACH CAMPS	SURF CAMPS
Safety Standard (Camper to Instructor ratio)	Ten to one on sand; seven to one in water	Ten to one on sand, seven to one in water
Camp Hours	Within Lifeguard Tower operational hours. Exception: If the camp has an experienced Ocean Lifeguard or EMT on staff who is present at the beach, early hours may be permitted, but water activity will be prohibited until the Lifeguard Tower is opened. If additional Lifeguard hours are paid by the operator, as determined by Lifeguards, earlier water activity will be allowed.	Within Lifeguard Tower operational hours. Exception: If the camp has an experienced Ocean Lifeguard or EMT on staff who is present at the beach, early hours may be permitted, but water activity will be prohibited until the Lifeguard Tower is opened. If additional Lifeguard hours are paid by the operator, as determined by Lifeguards, earlier water activity will be allowed.
Eligible Lifeguard Towers	All potential towers are listed on Attachment A. Eligible towers are to be determined at the time the permit is sought.	All potential towers are listed on Attachment A. Eligible towers are to be determined at the time the permit is sought.
Maximum Number of Campers	100, a maximum of 25 campers may be in the water at any one time, which may be reduced at any time for safety reasons as determined by Lifeguards	50, a maximum of 25 campers may be in the water at any one time, which may be reduced at any time for safety reasons as determined by Lifeguards
Training level of <u>Lead</u> Instructor and of <u>All</u> Instructors in the Water	Lead Instructor must take and pass American Red Cross Lifeguard Training & CPR for the Professional Rescuer course with current certification. Minimum age for Lead Instructor and all Instructors in the water is 18 years of age. Desirable qualifications in both the Professional Experience and Safety Standards categories are the employment of EMTs and professional certified Ocean Lifeguards (CSLSA certified or equivalent)	Lead Instructor must take and pass American Red Cross Lifeguard Training & CPR for the Professional Rescuer course with current certification. Minimum age for Lead Instructor and all Instructors in the water is 18 years of age. Minimum 10 years' surfing experience and competent swimming ability (500 meters) to qualify as surfing Instructor. Desirable qualifications in both the Professional Experience and Safety Standards categories are the employment of EMTs and professional certified Ocean Lifeguards (CSLSA certified or equivalent)
Employee Screening	All camp operators must perform background checks, at their own expense, for all employees interacting with youth camp participants.	All camp operators must perform background checks, at their own expense, for all employees interacting with youth camp participants.
Communications	On-site registered cell phone with programmed LACO Lifeguard phone number	On-site registered cell phone with programmed LACO Lifeguard phone number
Plan Approvals	Operator must have approved in advance the following plans: operating; safety/emergency response; and parking/drop-off/pick-up.	Operator must have approved in advance the following plans: operating; safety/emergency response; and parking/drop-off/pick-up.
Waivers and Insurance	Assumption of risk documents holding the County harmless for all participants and medical waivers for all minors. Operators additionally shall provide required insurance in advance to secure license.	Assumption of risk documents holding the County harmless for all participants and medical waivers for all minors. Operators additionally shall provide required insurance in advance to secure license.
Safety/Rescue Equipment and First Aid Supplies	Minimum of one rescue tube, not red, orange or yellow in color. Surf leashes. First aid supplies according to Red Cross standards on-site at all times.	Minimum of one rescue tube, not red, orange or yellow in color. Surf leashes. First aid supplies according to Red Cross standards on-site at all times.
Uniforms (ALL Surf Instructors from ALL Camps should wear the same colored rash guard)	Brightly colored rash guards preferred for camper when surfing - not red or orange in color. Counselors shall have a different colored rash guard than campers with "INSTRUCTOR" on back side	Brightly colored rash guards for camper when surfing - not red or orange in color. Instructors shall have a different colored rash guard than campers with "INSTRUCTOR" on back side
Check in with Lifeguards	Mandatory before establishing Camp site/water entry	Mandatory before establishing Camp site/water entry
Meeting with Area Captain	Mandatory prior to program	Mandatory prior to program

RECREATIONAL (BEACH/SURF) CAMP RULES AND REGULATIONS

In addition to the requirements on Attachment B, the following additional Rules and Regulations apply for Recreational (Beach/Surf) Camps:

- Each Camp Director must be reachable by phone during camp hours. Each camp's cell phone must be available on the beach at all times during operational hours and monitored on a regular basis for calls and voice mails, with the phone number having been previously registered at the respective Lifeguard Headquarters and with Beaches and Harbors. The Lifeguard Dispatch number will be "programmed" into the beach cell phone.
- All Camp Directors and Lead Instructors must meet with the Lifeguard Area Captains prior to the start of their respective summer operation (emergency vehicle access around/through camp site, bike path crossings, black ball, e.g.). Camp Directors must have previously secured approval of their parking and drop-off/pick-up plans from Beaches and Harbors' Parking Operations Section.
- All Camps offering surfing as part of their curriculum must ensure usage of required surf leashes at all times.
- All Camps must have for all participants under the age of 18 a medical waiver signed by their parents or legal guardians, which can be immediately faxed or scanned in and e-mailed, with emergency information included. There must also be an assumption of risk document holding the County harmless for each participant.
- Camp operators shall notify the Lifeguard Captain on duty, as soon as feasible, of any accident or injury occurring in the operation of their camps, regardless of severity. All rescues and medical aids involving campers, counselors, or other personnel must be documented on company incident slips.
- Lifeguards will have the authority and discretion to relocate a camp location due to hazardous beach or surf conditions.
- The Lifeguard Division will establish a complaint file at respective Lifeguard Headquarters to document repeat violators.

***The words "Instructor" and "Counselor" are interchangeable, as are the words "camper" and "participant".**

County of Los Angeles Department of Beaches and Harbors
**2023 Summer Use License Application for Recreational Camp
and Physical Fitness Training Permits**
4601 Lincoln Blvd., Marina del Rey, CA 90292

Use License Applicant Information:

Name: _____

DBA: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Applicant Credentials:

No. of Years in Camp/Training Business: _____

Professional Experience (Location, duration and description of past camp/training business experience, and credentials, qualifications, and certifications of applicant)

Please attach additional pages if more space is needed:

References (Minimum 5):

Name: _____

Company: _____

Phone: _____ Email: _____

Nature of relationship:

Name:

Company:

Phone: _____ Email: _____

Nature of relationship:

Name:

Company:

Phone: _____ Email: _____

Nature of relationship:

Name:

Company:

Phone: _____ Email: _____

Nature of relationship:

Name:

Company:

Phone: _____ Email: _____

Nature of relationship:

Safety:

Safety Standards (Provide an Emergency Response Plan demonstrating the applicant's preparedness to handle any potential emergencies that might occur in conjunction with implementing the proposed recreational operations). Please attach additional pages if more space is needed:

Program Details:

Program Name:

Type of Activity:

Age Level: _____

Estimated No. of Participants: _____ Fee Per Participant: _____

Participant/Instructor Ratio: _____

Camp Start and End Dates: _____

Transportation and Parking Plan (per location) - Please attach additional pages if more space is needed:

Instructor/Staff Details:

Credentials, Experience, Training, and Age of Instructors/Staff Participating in Program. Please attach additional pages if more space is needed:

Camp Programming:

Operating Plan (The scope of instruction to be provided and the extent to which the plan complies with the requirements of the Use License; plans should include all aspects of the proposed program from drop-off to pick-up). Please attach additional pages if more space is needed:

Location:

Beach Location Requested (1st Choice):

Beach Location Requested (2nd Choice):

Beach Location Requested (3rd Choice):

Date(s) of Use:

Arrival Time: _____ Departure Time: _____

Community Service:

Community Service (Supporting documentation for any scholarships and reduced fees given). Please attach additional pages if more space is needed:

Financial:

Financial Capability (Provide the necessary documentation to exhibit the applicant's financial responsibility and strength to successfully carry out the proposed recreational operations for the Use License term; must show the means to adequately staff the proposed recreational operations and comply with all of the requirements of the Use License). Please attach additional pages if more space is needed:

Financial Conflict of Interest Disclosure: _____

Location Bid Fee (See Attachment A): \$ _____

Total Estimated Gross Receipts for Program (20%): \$ _____

Bid Proposal:

Use License Fee:	\$ 250
Location Fee Bid:	\$ _____
Estimated 20% Gross Receipts Fee:	\$ _____
TOTAL:	\$ _____



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

4601 Lincoln Blvd., Marina del Rey, California 90292

LICENSE NO. _____-001

Effective date: _____

Expiration date: _____

REVOCABLE LICENSE FOR USE OF ZUMA BEACH/TOWER 6 SOUTH SIDE

BY ()

1 GENERAL CONDITIONS

1.1 Parties. This License is issued by the County of Los Angeles (the "County") to _____ ("Licensee").

1.2 Recitals. The County desires to provide the public with access to recreational opportunities through its Department of Beaches and Harbors (the "Department"). In accordance with Los Angeles County Code Section 2.116.020, the Director of the Department of Beaches and Harbors (the "Director"), subject to the authority of the Board of Supervisors, may license the use of portions of the County's harbors and beaches.

1.3 Interpretation

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

1.3.2 Definitions. The following words shall be construed to have the following meanings:

- *County.* The County of Los Angeles.
- *Department.* The Los Angeles County Department of Beaches and Harbors.
- *Director.* The Director of the Department.
- *Activity.* The recreational, physical fitness, or organized water program.
- *Licensee.* _____
- *Premises.* The County-operated (beach/Harbor) area described in Section 2.2.

2 SCOPE OF PERMIT

2.1 License. The County licenses the Licensee, and the Licensee accepts, the privilege of using the Premises as described in Section 2.2. Licensee may conduct day camps at the Premises in accordance with the terms and conditions stated in this License.

Licensee expressly understands that the privilege granted is a License, not a lease, and is a revocable and unassignable permission and privilege to occupy the designated property only long enough to fulfill the designated uses described in this License. This License does not grant or reserve to Aloha Beach Camp any interest in any real property or estate.

2.2 Premises. The County-operated premises subject to this License is () located at () in (), during the days and hours of Monday – Friday, 9:00 a.m. – 4:00 p.m. The Director may designate, with the Licensee's approval, other beach locations operated by Los Angeles County to serve as the Premises for this License's activities.

3 TERM. The License shall be effective on () and shall expire (), unless earlier revoked by the Director in accordance with the terms hereof. The licensed Activity will only take place during the summer months of June-September. The Director may, in his sole discretion, revoke the License on 30 days' written notice to the Licensee. The License may be extended for one (1) two-year period at the sole discretion of the Director. The Licensee must submit its extension request in writing to the Director at least 60 days prior to the expiration of the License.

4 CONDITIONS OF USE

4.1 Fees. The Licensee will pay a one-time administrative license fee of \$250 and, annually, either the County-accepted minimum bid amount for the licensed location or the prevailing gross receipts percentage fee, currently at 20%, which ever amount is higher. The prevailing gross receipts percentage fee is set by the Director and is calculated on all monies realized by the Licensee in conjunction with the licensed occupancy, including participant fees, product/merchandise sales, sponsorship dollars, in-kind donations, catering budget, rental equipment and any other related entity of budgeted and/or collected monetary value (paid annually). License may be terminated if License fees are not submitted on time and Licensee will not be considered for future Licenses. Failure to submit fees and/or documents within the specified timeframes throughout the term



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

4601 Lincoln Blvd., Marina del Rey, California 90292

LICENSE NO. _____-001

Effective date: _____

Expiration date: _____

of the License will result in a \$100/day late penalty charge. The Department will not be responsible for issuing reminders of License deadlines and requirements, and Licensees will be held solely and fully responsible for timely compliance of all License requirements throughout the License term.

4.2 Licensee's Improvements. The Licensee may not build or install any improvements on the Premises.

4.3 Licensee's Repair of Premises. The Licensee will repair or replace any and all County property lost, damaged or destroyed as a result of or connected with the conduct or activities of the Licensee. Should Licensee fail to promptly make repairs to the satisfaction of the County, the County may have repairs made and Licensee shall be responsible to reimburse the County for costs incurred by the County, plus maximum interest allowed by law.

4.4 Cessation of Activities. In the event that the County determines, in its sole discretion, that the activities being held on the Premises by the Licensee endanger the health or safety of persons on or near the Premises, the representative may require that this License immediately be terminated or held in abeyance until said endangering activities cease. The County reserves the right to cancel this License at any time without incurring any liability to the Licensee whatsoever.

4.5 Parking. Licensee must secure approval of their parking and drop-off/pick-up plans from the Department's Enforcement Services Section. Certain activity may require additional parking lot staffing. If so, Licensee will incur additional personnel costs. Each vehicle belonging to Licensee, its agents, employees, contractors, subcontractors, and participants shall obey all posted parking lot rules and regulations. Vehicles shall pay the posted parking lot fee. Any vehicles so found without the paid parking permit clearly visible and appropriately displayed on the left side dashboard shall be subject to a \$63 citation or such fine as may be in force and effect at the time of citation issuance. Citations will not be waived for any reason.

4.6 Signage. The Licensee may not place any form of advertising material, signs or structures on or about the Premises except for one banner, not to

exceed 20 ft. W x 3 ft. H or 60 sq. ft. with the Licensee's name recognition (name only, no phone numbers, websites, etc.) limited to no more than 50% of the banner size and any sponsor recognition limited to no more than 25% of the banner's size.

4.7 Supervision. The Licensee shall supervise and direct the Licensee's staff, volunteers, instructors, participants, and guests while they are on the Premises.

4.8 Background and Security Investigations. The Licensee's instructors, staff, and volunteers interacting with and/or providing services to youth participants under this License shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to conduct activities related to this License. Such background investigations must be performed by the Licensee and should include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigations shall be at the expense of the Licensee.

At any time during the term of the License, if one of the Licensee's instructors, staff or volunteers does not pass the background investigation, County will request that that individual be immediately removed from providing recreational instruction to youth participants or relieved from duties that cause interaction with youth participants.

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

Disqualification of any member of Licensee's staff pursuant to this Paragraph 4.8 shall not relieve Licensee of its obligation to complete all recreational services in accordance with the terms and conditions of this License.

4.9 Licensee's Services. The Licensee shall provide at the Premises only day camps.

4.10 Compliance with Applicable Law. In the performance of this License, Licensee shall comply with all applicable Federal, State and local laws, rules,



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

4601 Lincoln Blvd., Marina del Rey, California 90292

LICENSE NO. _____-001

Effective date: _____

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regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this License are hereby incorporated herein by reference.

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

4.12 Non-Discrimination and Affirmative Action. The Licensee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, sex, sexual orientation, gender identity, ancestry, religion, age, physical/mental disability, marital status, or national origin, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

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

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, sex, sexual orientation, gender identity, ancestry, religion, age, physical/mental disability, marital status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License or under any project, program, or activity supported by this License.

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

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

4.13 Training Days and Open Houses. At the Department's discretion, the Licensee may be allowed to conduct up to three employee trainings and up to three open houses prior to the commencement of their camp start date without additional cost (pending location availability). Licensee must submit a separate Use Permit application(s) online prior to the anticipated training or open house per policy guidelines.

4.14 Financial Conflict of Interest Disclosure. Applicants are required to disclose the names of business partners or associates who have a financial conflict of interest when operating on the County-owned, controlled or managed beaches and/or in Marina del Rey. The term "financial conflict of interest" refers to an individual or entity that has a direct or indirect ownership or investment interest, or who has a compensation arrangement, with another entity or individual that also operates or has operated



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

4601 Lincoln Blvd., Marina del Rey, California 90292

LICENSE NO. _____-001

Effective date: _____

Expiration date: _____

within the last five years at County-owned, controlled or managed beaches and/or in Marina del Rey. The requirement to disclose previously-existing or new financial conflicts of interest will remain throughout the License term, and failure to disclose financial conflict of interest may be grounds for License termination at the exclusive and complete discretion of the Department Director.

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

6 INDEMNIFICATION. The Licensee shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents, 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's, or its officers', employees', agents', or subcontractors', acts and/or omissions arising from and/or relating to this License.

Any legal defense pursuant to Licensee's indemnification obligations under this section shall be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

7 RELEASE. In addition to the indemnification described above, Licensee agrees to require each participant in any recreational or athletic

activity undertaken in connection with this License to execute a written "Release of Liability" form. Licensee further agrees to retain each release form for a period of not less than one year after the licensed activity.

8 INSURANCE

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

8.2 Evidence of Coverage and Notice to County. A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Sponsor's General Liability policy, shall be delivered to County at the address shown below and provided no later than 15 days prior to commencing services under this License.

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

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

4601 Lincoln Blvd., Marina del Rey, California 90292

LICENSE NO. _____-001

Effective date: _____

Expiration date: _____

rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), 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 Beaches and Harbors
Permits Section
4601 Lincoln Blvd.
Marina del Rey, CA 90292

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 License and could result in the filing of a claim or lawsuit against Licensee and/or County.

8.3 Additional Insured Status and Scope of Coverage. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), 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 pursuant to this License. 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.

8.4 Cancellation of Insurance. Except in the case of cancellation for non-payment of premium, Licensee's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than 30 days' advance written notice by mail of any cancellation of the Required Insurance. Ten days' prior notice may be given to County in event of cancellation for non-payment of premium. 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.

8.5 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 the License, upon which County immediately may suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

8.6 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.

8.7 Licensee's Insurance Shall Be Primary. Licensee's insurance policies, with respect to any claims related to this License, 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.

8.8 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 License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

4601 Lincoln Blvd., Marina del Rey, California 90292

LICENSE NO. _____-001

Effective date: _____

Expiration date: _____

8.9 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 insureds 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.

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

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

8.12 Application of Excess Liability Coverage.

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

8.13 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.

8.14 Alternative Risk Financing Programs.

The County reserves the right to review, and to approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling

arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.15 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.

9 INSURANCE COVERAGE

9.1 Comprehensive General Liability.

Licensee must provide a certificate of General Liability insurance in the amount of \$1,000,000 with a \$2,000,000 aggregate and an Additional Insured Endorsement (AI) naming the County of Los Angeles as an additional insured. The County of Los Angeles must be the certificate holder. The insurance must be endorsed for sporting events and activities.

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

9.3 Workers' Compensation and Employers' Liability.

Licensee may be required to provide Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If 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.

10 COVID-19 Vaccinations of County Contractor Personnel

10.1 At Licensee's sole cost, Licensee must comply with Chapter 2.212 (COVID-19 Vaccinations of County Licensee Personnel) of County Code Title 2 - Administration, Division 4. All employees of



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

4601 Lincoln Blvd., Marina del Rey, California 90292

LICENSE NO. _____-001

Effective date: _____

Expiration date: _____

Licensee and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Licensee Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while using the Premises under this License, and/or (3) coming into contact with the public while using the Premises (collectively, "In-Person Activities")

10.2 Licensee Personnel are considered "fully vaccinated" against COVID19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

10.3 Prior to assigning Licensee Personnel to perform In-Person Activities, Licensee must obtain proof that such Licensee Personnel have been fully vaccinated by confirming Licensee Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Licensee must also provide written notice to County before use of the Premises under this License that its Licensee Personnel are in compliance with the requirements of this section. Licensee must retain such proof of vaccination for the document retention period set forth in this License, and must provide such records to the County for audit purposes, when required by County.

10.4 Licensee will evaluate any medical or sincerely held religious exemption request of its Licensee Personnel, as required by law. If Licensee has determined that Licensee Personnel is exempt pursuant to a medical or sincerely held religious reason, the Licensee must also maintain records of the Licensee Personnel's testing results. The Licensee must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Licensee Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while using the Premises under this License:

10.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

10.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

10.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Licensee is with. In addition to complying with the requirements of this section, Licensee must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit A (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

11 STATUS OF LICENSEE'S EMPLOYEES: INDEPENDENT STATUS OF LICENSEE

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



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

4601 Lincoln Blvd., Marina del Rey, California 90292

LICENSE NO. _____-001

Effective date: _____

Expiration date: _____

be, the employees or agents of the other party for any purpose whatsoever.

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

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

12 COUNTY LOBBYIST. Licensee agrees that each "County Lobbyist" as defined in Los Angeles County Code Section 2.160.010 retained by the Licensee shall fully comply with the County Lobbyist Ordinance that is set forth in Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by the Licensee to comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which the County may immediately terminate this License, upon written notice thereof to Licensee.

13 EMPLOYMENT ELIGIBILITY VERIFICATION

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

be hereafter amended. The Licensee shall retain all such documentation for all covered employees for the period prescribed by law.

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

14 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

14.2 In the event that an audit of the Licensee is conducted specifically regarding this License by any Federal or State auditor, or by any auditor or accountant employed by the Licensee or otherwise, then the Licensee shall file a copy of such audit report with the County's Auditor-Controller within 30 days



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of the Licensee's receipt thereof, unless otherwise provided by applicable Federal or State law or under this License. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such report(s).

14.3 Failure on the part of the Licensee to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this License upon which the County may terminate or suspend this License and no future Licenses will be issued until Licensee complies with all audit provisions.

15 NOTICES

15.1 All notices and statements to be given hereunder shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice concerning this License shall be sent by United States mail with postage prepaid or by telefacsimile or other electronic transmission and shall be effective upon receipt. Licensee shall maintain an address within California as the address to which such notice shall be given. Licensee shall designate an agent with a California address to accept service of process. The addresses for notice and agents for service of process are:

COUNTY: County of Los Angeles
Department of Beaches and Harbors
4601 Lincoln Blvd.
Marina del Rey, CA 90292
Attention: Permits Section

LICENSEE: _____

16 AMENDMENT. The Director has the discretion to implement any changes to this License. All changes to the License must be in writing and shall not be effective until executed by the Licensee and the Director.

17 ASSIGNMENT AND DELEGATION. The Licensee may not assign, transfer, or sell its rights or delegate its duties under this License, whether in whole or in part, and any attempted assignment, transfer, sale or delegation shall result in the termination of the License. This includes any change in ownership of Licensee without previous written notification to and written approval by the Director of the continuance of this License under the new ownership structure.



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

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EXECUTED ON _____, 2023

LICENSOR:
County of Los Angeles

Gary Jones, Director
Department of Beaches and Harbors

LICENSEE:

(Name)

COMMUNITY SERVICE PLAN

Licensee may implement a Community Service Plan (CSP), through offering financial aid and other in-kind assistance, to encourage the participation of qualified Los Angeles County youth with limited access or opportunity. A maximum of 5% will be credited towards the Licensee's Gross Receipts or Bid Amount (Credit), but in no event shall the Credit amount exceed direct/indirect costs incurred by the Licensee from its CSP.

Participant Eligibility

The CSP should set eligibility standards for participating youth based on either 1) qualifying income limits verified by the participant's household **2021 Federal Income Tax Return** or 2) a **Los Angeles County Department of Public Social Services approved application for Supplemental Nutrition Assistance Program, or CalFresh, of the participant's household.**

The gross monthly income of the participant's household should be equal to or more than the following:

Number in Household:	1	2	3	4	5	6	7	8	9	10+
Gross Monthly Income:	4590	5338	6086	6834	7582	8330	9078	9826	10574	11322

Credit Determination and Calculation

To determine the Credit, Licensee shall provide to the Department's Audit Section its documented costs, participant's financial aid applications (inclusive of supporting documents), and all other related documents, to evidence its direct/indirect costs in providing the CSP. It is the sole responsibility of Licensee to maintain and provide the supporting documents.

It is at the sole and absolute discretion of the Department to determine the final Credit amount, if any.

The Credit, if any, will be paid to Licensee at the calendar year-end. **Any Licensees with outstanding amounts due to the Department will not receive the Credit until payment is received.**

A maximum of 5% will be credited towards the Licensee's Gross Receipts or Bid Amount, whichever is greater, but in no event shall the Credit amount exceed direct/indirect costs incurred by the Licensee from its CSP.

Below is a sample illustration:

Percentage of Gross Receipts Exceeds Bid Amount				
	Example 1		Example 2	
Total Gross Receipts (GR)		\$ 100,000		\$ 100,000
Percentage Fee / Due to County	20%	\$ 20,000	20%	\$ 20,000
Bona Fide CSP Costs		\$ 1,500		\$ 7,500
Community Service Plan Credit (% of GR)	1.5%	\$ 1,500	5%	\$ 5,000

Community Service Plan Credit (\$ amount) shall not exceed 5% of GR

Bid Amount Exceeds Percentage of Gross Receipts				
	Example 1		Example 2	
Bid Amount	\$	5,000	\$	5,000
Total Gross Receipts (GR)	\$	-	\$	-
Bona Fide CSP Costs	\$	150	\$	1,000
Community Service Plan Credit (% of Bid Amount)	3%	\$ 150	5%	\$ 250

Community Service Plan Credit (\$ amount) shall not exceed 5% of Bid Amount

The Department reserves the right, but not obligation, to revise the Community Service Plan program; the Department shall notify all Licensees of such revisions, if any, 30-days prior to implementation.

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the
“Licensee”), certify that on County License _____[ENTER
LICENSE NUMBER AND NAME]:

_____ All Licensee Personnel* on this License are fully vaccinated as required by the
Ordinance.

_____ Most Licensee Personnel* on this License are fully vaccinated as required by the
Ordinance. The Licensee or its employer of record, has granted a valid medical or religious
exemption to the below identified Licensee Personnel. Licensee will certify weekly that the
following unvaccinated Licensee Personnel have tested negative within 72 hours of starting their
work week under the County License, unless the contracting County department requires
otherwise. The Licensee Personnel who have been granted a valid medical or religious
exemption are [LIST ALL LICENSEE PERSONNEL]:

*Licensee Personnel includes subcontractors.

I have authority to bind the Licensee, and have reviewed the requirements above and
further certify that I will comply with said requirements.

Signature

Date

Title

Licensee Name