REQUEST FOR PROPOSALS

LAS TRAMPAS REGIONAL WILDERNESS
LITTLE HILLS REGIONAL RECREATION AREA
LITTLE HILLS RANCH RESERVABLE PICNIC and EVENT SERVICES FACILITY CONCESSION

East Bay Regional Park District
Business Services Department
2950 Peralta Oaks Court
Oakland Ca 94605
NOTICE IS HEREBY GIVEN THAT THE EAST BAY REGIONAL PARK DISTRICT will receive at or before the hour of 4:00 p.m. on June 10, 2021, digital proposals for the maintenance, management, and operation of the Little Hills Ranch Reservable Picnic and Event Services Facility Concession, 18013 Bollinger Canyon Road, San Ramon, California.

On behalf of the East Bay Regional Park District, I am pleased to announce this seasonal business opportunity.

Tiffany Margulici
tmargulici@ebparks.org
Business Services Manager
East Bay Regional Park District

REQUEST FOR PROPOSAL, LITTLE HILLS RANCH RESERVABLE PICNIC and EVENT SERVICES FACILITY CONCESSION

This Request for Proposals (“RFP”) describes the requirements needed and the minimum information that must be included in the proposal submission as well as an invitation to qualified organizations to submit their Proposals as best qualified for the concession operations. Parties interested in operating this concession must submit proposals in accordance with the instructions contained herein. It is expected that a Concession Agreement will be awarded following receipt of competitive proposals, evaluation of those proposals, selection of the best proposal and approval by the Board of Directors of the Park District. The selected organization (“Concessionaire”) will provide maintenance, management, and operation of the concession. The Park District reserves the right to cancel or modify the RFP process at any time and to reject any or all responses to the RFP.

The Park District is offering a term of five (5) years with a possible additional five (5) year term at the Park District’s discretion for this concession. This concession will be operated pursuant to a Concession Agreement issued by Park District; no leasehold or other proprietary right is offered.

Questions regarding the RFP shall be made by email to Tiffany Margulici at tmargulici@ebparks.org. No other Park District personnel is authorized to explain, interpret, or provide clarification concerning the RFP. All questions concerning this RFP shall be submitted via email on or before 4:00 p.m. April 22, 2021. All questions submitted after this time will not be accepted. Questions will NOT be taken or answered verbally, except for during the site visit and site visit follow-up questions shall be submitted via email by 4:00 pm May 5, 2021. Should answers to questions amend the RFP, the Park District will issue an Addendum.

The Park District Board of Directors reserves the right to reject any and all Proposals, to modify the terms of this Request either before or after the deadline for submission of Proposals, negotiate with one or more of the Proposers, to call for additional Proposals, or to refrain from accepting any Proposal. The Concession Agreement the Park District expects to award shall in no event become effective until an award is approved by Resolution of the Board of Directors.

All proposals become the property of the Park District and once a successful bidder is identified or all proposals are rejected, shall be deemed public record.
A proposal may be withdrawn at any time prior to the time set for receipt of proposals, provided that a request for withdrawal is submitted by the bidder or a duly authorized representative of the bidder. The withdrawal of a proposal shall not prejudice the right of the bidder to submit a new proposal prior to the time set forth herein above.

Proposals shall conform to the requirements set forth in these Instructions. Failure to conform to the requirements may be cause for rejection of the Proposal. Proposers must be prepared to make all determinations of feasibility necessary to the operation of the proposed use.

The site visit is mandatory. If you are planning to attend the mandatory site visit you must RSVP Tiffany Margulici by e-mail at tmargulici@ebparks.org at least 72-hours in advance of 10:30 am, May 3, 2021. Those that do not attend are not eligible to submit a proposal.

**REQUEST FOR PROPOSALS TIMELINE**

The following timeline has been established for the Request for Proposals (“RFP”) for the Little Hills Ranch Reservable Picnic and Event Services Facility Concession located at 18013 Bollinger Canyon Road, San Ramon, California.
**PLEASE NOTE:** this schedule is subject to change as circumstances warrant and any changes to the schedule and/or additional information such as answers to questions will be posted on the Park District website. Please check the website for the most current information before sending in your proposal. Go to the Other Bids & Concession Opportunities page on: [http://www.ebparks.org/about/bids/default.htm](http://www.ebparks.org/about/bids/default.htm)

### SECTION 1. INTRODUCTION

The East Bay Regional Park District ("Park District") is seeking an experienced operator to provide reservable picnic and event services at the Little Hills facility in the Little Hills Recreation Area. The facility is known as Little Hills Ranch and is an enclosed reservable picnic/special event park with controlled access. Parties interested in operating this concession must submit proposals in accordance with the instructions contained herein.

The Concessionaire shall arrange for day-to-day operation and maintenance of the concession, including preventative maintenance and corrective maintenance, but excluding any deferred maintenance or any capital maintenance of major components of the building or building systems that have failed or reached the end of their useful life.

This RFP consists of an invitation to submit proposals that provide the best strategies for the maintenance, management, and operation of the Concession. This RFP describes the opportunity, the requirements, the selection process and the minimum information that must be included in the proposals.

### SECTION II. BACKGROUND

<table>
<thead>
<tr>
<th>Little Hills Picnic Park and Event Space RFP</th>
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<tbody>
<tr>
<td>Announcement Open Request for Proposals</td>
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<tr>
<td>Deadline for submission of written questions</td>
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<tr>
<td>Questions/Answers posted on Park District website</td>
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<tr>
<td>Mandatory Site Visit (72 hour RSVP)</td>
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<tr>
<td>Deadline for submission of written questions</td>
</tr>
<tr>
<td>Questions/Answers posted on Park District website</td>
</tr>
<tr>
<td>Request for Proposals Due</td>
</tr>
<tr>
<td>Respondents Notified of Interview</td>
</tr>
<tr>
<td>Interviews with Respondents (up to one hour each)</td>
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<tr>
<td>Respondents Notified of Recommendation</td>
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<tr>
<td>Board Operations Committee Review</td>
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<tr>
<td>Board of Directors review</td>
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</tbody>
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The concession is on the eastern edge of Las Trampas Regional Wilderness with frontage on Bollinger Canyon Road and near an equestrian facility operated by a concessionaire for the Park District. The natural site features include a flowing stream, large oaks, pines and other trees. The premises include all the area and structures located within the approximately 20 acre fenced area, with a refreshment building, commissary building, restroom, swimming pool, chlorinator building, internal water supply tank, meadow, as well as a barbecue and picnic areas.

The concession provides service for up to 1,400 people at a time during the picnic season from May 1 to October 31. It includes seven picnic sites which may be reserved by one to seven groups at one time. The park is not open to drop-in use. The Little Hills Ranch has a graveled parking lot for 150 to 175 cars. These spaces are located close to Bollinger Creek. About 100 more cars may be parked in an overflow dirt lot at the beginning of Elderberry Trail and 40 to 50 more cars also park on both sides of Bollinger Canyon Road. Parking turnover is very low, and the number of persons per car varies with the type of event. This parking system is adequate for the maximum park capacity. The site is at its maximum operating capacity for parking and user levels.

**CURRENT HOURS OF OPERATIONS**

April through October  
Available Daily 7 am to 11pm

**SALES HISTORY**

**SIX (6) YEARS GROSS SALES**

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<tbody>
<tr>
<td>TOTAL FOOD, BEER, WINE CATERING</td>
<td>725,249</td>
<td>748,531</td>
<td>808,676</td>
<td>769,650</td>
<td>983,607</td>
<td>759,878</td>
</tr>
<tr>
<td>EXTRA SERVICES &amp; AREA RENT</td>
<td>255,589</td>
<td>237,174</td>
<td>313,400</td>
<td>288,216</td>
<td>277,895</td>
<td>297,675</td>
</tr>
<tr>
<td>NO TAX - FOOD &amp; BEVERAGE, EXTRA SERVICES &amp; AREA RENT</td>
<td>134,939</td>
<td>131,931</td>
<td>168,184</td>
<td>284,807</td>
<td>314,530</td>
<td>218,595</td>
</tr>
</tbody>
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**GROSS RECEIPTS**  
1,115,776 1,117,635 1,290,261 1,342,673 1,576,032 1,275,058
SECTION III. GENERAL

1. DESIGNATED CONTACT
   All requests, questions, or other communications about this RFP shall be made in writing by email to the East Bay Regional Park District. Address all communications to the person listed below. Communications made to other personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the applicant.

   East Bay Regional Park District
   Tiffany Margulici – Business Services Manager
   tmargulici@ebparks.org

2. DELIVERY OF SUBMISSIONS
   Proposals shall be sent to the Designated Contact by email only. All proposals will be delivered by the date and time set in the advertisement. Proposer bears the risk of delays in delivery. Proposals received after the deadline will not be reviewed.

3. RFP SUBMISSIONS
   Submissions for this RFP shall be received by June 10, 2021 up to 4 p.m. at which time proposals will be recorded as received.

   PURPOSE
   This Request for Proposals (RFP) provides all potential proposers with all the necessary relevant information and the requirements to submit a proposal for operation of the facilities.

   REVIEW OF PROPOSALS
   All proposals will be reviewed by a committee consisting of representatives of the Park District and other interested parties as selected by the Park District. This committee will review all proposals that meet the minimum qualifications.

   ORAL INTERVIEWS
   Depending upon the relative quality of proposals, the Park District may invite a short list of proposers to interview with Park District. The Park District reserves the right to conduct interviews of those proposers who pass the initial review or select a concessionaire without conducting interviews. The Park District will notify each qualified Proposer of the scheduled time and location for his/her interview on the date indicated in the timeline. Interviews will be conducted via video conference on Zoom rather than in-person.

4. AGREEMENT TERM
   The Agreement will be for a term of FIVE years with a possible additional FIVE-year term at the Park District’s discretion for this concession.

5. DISTRICT OBJECTIVES
   District’s principal objectives in entering into an agreement for the management, operation, and maintenance of the Concession are:

   1. Preserve and enhance the condition of the Concession.
2. Promote use of the facility and provide a quality experience with a reasonable fee structure for the community and visitors through family friendly events, non-profit events, etc.

3. Maintain an economically viable operation with revenues sufficient to cover operating expenses, maintenance and improvement reserves while providing the Concessionaire and the District an adequate return on investment.

6. REQUIRED QUALIFICATIONS AND SERVICES

The general services required of the Concessionaire under the terms of the concession agreement include, but are not necessarily limited to:

1. This concession will be developed and operated pursuant to a concession agreement issued by Park District. If this agreement is terminated for reasons other than licensee’s breach of the agreement, Park District will not consider proposals for reimbursement of unamortized capital improvement costs as of the date of termination.

2. Hours of Operation - Open 7 days a week – April through October, 7 am to 11 pm (all music to end at 10 pm).

3. The concessionaire will be required to carry at least $2,000,000.00 in general liability insurance coverage and property damage liability insurance coverage, and replacement value in fire and casualty coverage with the Park District named as Additional Insured. Additional coverage may be required if the sale of alcohol is proposed.

4. Maintaining facility use calendar and reservation system.
   - Park District has the right to use the facilities for one event per year at no cost for the space, upon no less than ninety (90) days prior to notice and subject to availability based on previously scheduled event programming or event bookings.

5. Collection and accounting of all revenues following Generally Accepted Accounting Principles and maintaining proper financial records of the business that will be subject to audit at Park District’s discretion.

6. Preparation of monthly and annual fiscal sales reports in a format approved by Park District.

7. Payment and accounting of all expenses in a timely manner.

8. Formulation and implementation of operation programs, business plans, and budgets.

9. Handling of all personnel matters including employment, training, and terminations.

10. Planning, design, obtaining required approvals, and construction of discretionary capital improvements.

11. Responsible for obtaining all necessary approvals, permits and licenses for any construction and lawful operation of this concession.
12. Maintenance - The concessionaire will be responsible for the ongoing maintenance, utilities (except water), security, and other day-to-day operational aspects of the facility's interior and exterior areas, including the parking as well as the following operation and maintenance activities:

- Conducting assessments of building and facility condition
- Removing garbage, debris and litter from the premises
- Performing janitorial services, regular graffiti removal and cleaning of the exterior
- Replacing damaged glass, broken windows and doors
- Fixing leaks
- Painting
- Performing routine maintenance of operational systems and equipment
- Providing repair and maintenance supplies and small equipment
- Reporting significant maintenance or repair needs to the Park District
- Communicating effectively with the public and Park District staff

13. The Concession has an onsite residence. Concessionaire or an employee of Concessionaire may reside in the residence (2-bedroom, 1 bath) located at the site. Any rent collected from employees, or salary withheld from employees pay, shall be included in Concessionaire’s Gross Receipts and appropriate fees paid.

14. Utilities

- Gas and Electric services
- Garbage - the concessionaire will remove all rubbish generated by this concession and must comply with all Park District, city, state, and federal regulations regarding recycling.
- Concessionaire shall be responsible for telephone service and for all costs related to the burglar alarm systems on the Premises.

Park District responsibilities include, but are not necessarily limited to:

1. Administration of all terms and conditions of the agreement.

2. Monitoring revenue and service fees, standards, specifications, and operating policies.

3. Approval in advance of any capital improvements or alterations to existing facilities.
7. **INSURANCE COVERAGE REQUIREMENT**
Concessionaire shall carry during the term of this License, at its own cost and expense, the following insurance:

a. **General Liability** (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the aggregate which amount may be satisfied through an umbrella policy.

b. **Fire/Property Insurance** on all improvements and equipment owned by the Concessionaire. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements owned by the concessionaire, placed or constructed upon the premises by Concessionaire, in an amount equal to 90% of the full replacements cost thereof, and ensuring the interests of the District and the Concessionaire as same shall appear. Concessionaire and District agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement.)

c. **Automobile Liability** (Bodily Injury and Property Damage) extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than $1,000,000 per occurrence.

d. **Worker’s Compensation** as required by law and Employer’s Liability with limits of $500,000 per occurrence. The insurer will be required to waive all rights of subrogation against District, its officials, directors, employees, agents and volunteers.

e. **Deductibles and Self-Insured Retentions**: Any deductibles or self-insured retentions must be declared to and are subject to approval by District.

f. **Other Insurance Provisions**: The policy is to contain, or be endorsed to contain, the following provisions:
   i. Concessionaire shall name District, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to District, its officials, directors, employees, agents or volunteers.
   ii. Concessionaire hereby grants to District a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against the District by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision
applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

iii. Concessionaire’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to District, its officials, directors, employees, agents or volunteers.

iv. All endorsements to policies shall be executed by an authorized representative of the insurer.

g. **All Coverages:**

   i. Each insurance policy required by this clause shall be endorsed to state that District will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

   ii. Insurance is to be placed with insurers with an A.M. Bests’ rating of no less than A- or better.

   iii. Concessionaire shall furnish District with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire’s insurer in its normal course of business and shall be received and approved by District prior to execution of this License by District. District reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two weeks prior to the expiration of the coverage.

8. **REQUIREMENTS DURING THE TERM OF THE AGREEMENT**

   • Complete approved improvements, if any (using Concession Maintenance Fund).

   • The concessionaire will be responsible for obtaining any and all necessary approvals, permits and licenses for any construction and lawful operation of this concession. The successful proposer will be required to obtain all city, state and federal permits necessary for the outfitting and operation of this concession.

   • The concessionaire will comply with all city, state and federal laws relating to access for persons with disabilities.

   • The concessionaire will be required to carry at least $2,000,000.00 in general liability insurance coverage and property damage liability insurance coverage, and replacement value in fire and casualty coverage with the District named as Additional Insured. Additional coverage may be required if the sale of alcohol is proposed.

   • The concessionaire must pay all taxes applicable to the operation of the concession.
• In the event that the agreement is terminated for reasons other than concessionaire’s breach of the agreement, District will not consider proposals for reimbursement of unamortized Concession Maintenance Fund as of the date of termination.

• The concessionaire will be responsible for securing any equipment every evening. Storage will be permitted at the site.

• The concessionaire will be responsible for any and all utility costs connected with the operation of this concession. District makes no representations that there are adequate utilities currently in place at the site.

• The concessionaire will submit monthly reports of gross receipts, in a format approved by District. At the end of each operating year, the concessionaire will be required to submit a detailed income and expense statement for the past year’s operation.

• All prices, fees, and increases for any and all proposed products and services offered at the concession must be approved by Park District Board of Directors through an annual process.

• The concessionaire will remove all rubbish generated by this concession. The concessionaire will be responsible for cleaning the licensed premises. In addition, the concessionaire will keep all signs and structures free of graffiti. The concessionaire must comply with all Park District, city, state, and federal regulations regarding recycling.

• The concessionaire will be responsible for maintaining total security within the licensed premises.

• The concessionaire must cooperate with Park District during special events or other unanticipated eventualities.

• Park District staff may visit the concession site unannounced to inspect operations and determine whether or not the concessionaire is complying with the terms of the permit. Concessionaires must also comply with all directives originating from inspections by any other city, state or federal agency having jurisdiction over the operation of this concession.

SECTION IV. SUBMITTAL REQUIREMENTS

A. PROPOSAL ELEMENTS

The proposal must contain your responses in the numbered format below. Each section of the proposal must be Headed or Tabbed according to the numbered titles 1 through 14 in Proposal Elements to aid in information retrieval and review by the Park District’s Selection Committee. Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.
Submit an electronic copy by email to Tiffany Margulici at tmargulici@ebparks.org no later than 4:00 p.m. on June 10, 2021.

All proposers must submit a proposal that includes a fee offer. Proposals must be prepared on 8 1/2” x 11” format. Please use Portrait orientation. Font shall not be smaller than 12 pt. Illustrations may be included. Drawings may be submitted. Proposers are encouraged to use discretion in the amount of information they submit. **No Hard copy proposals will be accepted.**

All proposals submitted in response to this RFP become the property of the Park District and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.) Once a successful proposal is identified or all proposals are rejected, all proposals shall be deemed public records. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their proposal:

*The proposer agrees to indemnify and hold harmless the Park District, its officers, employees, and agents from any claims, liability, or damages against the Park District, and to defend any action brought against the Park District for proposer’s refusal to disclose such material, trade secrets, or other proprietary information to any party.*

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until after a Staff Recommendation is made.

**To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered.**

- Late Proposals are not acceptable and will not be reviewed.
- The Park District reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of Proposals, and the Park District will conduct this process in a fair and impartial manner.
- The Park District reserves the right to waive and disregard any immaterial irregularities in any response.
- The Park District reserves the right to cancel in part or in whole or amend this RFP or to extend the date responses are due.
- Incomplete Proposals or inaccurate information may be cause for disqualification.
- Issuance of this RFP does not commit the Park District to award an agreement or to pay any costs incurred in preparation of a Proposal or any response to this RFP.
- The Park District reserves the right to reject any or all Proposals.
- All materials submitted to the Park District will become the property of the Park District and will not be returned.
- All information submitted in response to the RFP will be considered official information acquired in confidence and the Park District will maintain its confidentiality to the extent permitted by law.
1. Transmittal Letter - Addressed to Tiffany Margulici and signed by you (an officer of the organization). In the case of a joint relationship, an officer of each partner organization shall sign.

Include the RFP’s title and proposal due date, your name, the name of the main contact, address, email, fax number and telephone number.

Provide the following information:
- Address of office providing the services
- Telephone number
- Summary description of organization
- Areas of expertise
- Size of organization (including number of registered professionals)
- Years in business

Table of Contents:
Include a complete and clear listing of headings and pages, and list attached documents.

2. Business - State the type of business that describes your business (Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company or Corporation) and provide proof. Any proposals that state an intent to form a business if awarded the lease will be rejected. The type of business must be established prior to submitting a proposal. All proposals must include documentation that they can do business within the State of California.

3. Experience - For the purpose of this RFP, proposers must have a minimum of three (3) years’ experience managing or operating a business of similar type, size and scope as the operation set forth and described in this RFP. Proposals with less than the minimum experience will be disqualified. Describe your experience in performing similar operating activities, preferably for same-sized facility with details of specific activities, maintenance, and time frames in which the experience occurred. Include additional information as needed.

4. Operation - Describe the services, capabilities, and advantages that you offer, for example:
- Current workload
- Available staff
- Resources
- Ability to meet the requirements of the concession.

5. Plan & Timeline - Provide a plan and timeline for starting the operation and resolution for any issues resulting from the transition to a new Concessionaire. Formulation and implementation of operation and business plan.

6. Leadership - Describe your ability to collaborate, facilitate, and resolve issues in a timely and professional manner. Issues may include customer complaints, budget and cash flow
challenges, etc. Demonstrate your ability to communicate effectively and foster and maintain positive relationships with Park District staff and customers.

7. Charges to Customers – Possible rates to clients for proposed services.

8. Concession fee and Maintenance fee. All proposers must submit a proposal that includes a fee offer. You will be required to pay monthly, at a minimum, a concession fee of 2%, as well as, at a minimum, 3% for the concession maintenance fund. The concession maintenance fund fees will be held by the District solely for major capital improvements and some general maintenance for the facility. Concessionaire acknowledges that they possess no right, title or interest in these funds other than to help administrate. Expenditures from this maintenance fund shall require District's prior written approval.

9. Requirements
   a. If you take any exception to any of the requirements as listed in this RFP, the exception(s) and reason(s) shall be stated in the Proposal.
   b. Provide proof of the insurance requirement.

10. Legal Issues - Provide a description of any pending legal issues you are facing.

11. References - Provide three (3) references from jurisdictions for which you ran a similar facility must include names, titles, email addresses, and telephone numbers.

12. Resumes - Submit resumes of any other professional staff that would perform the work, including relevant qualifications and degree of understanding the inner working of the management process.
   a. Concession Personnel: Provide detailed qualifications of the proposed concession manager(s), Clearly identify experience and qualifications relevant to the services described in this RFP.
   b. Provide a complete list of all staff hourly rates by category, (i.e., Concession Manager, maintenance worker, etc.) Hourly rates shall be all-inclusive, and include base salary, fringe benefits, overhead, etc.

13. Financial Condition - Describe your financial condition and demonstrated ability to maintain an economically viable operation with revenues sufficient to cover operating expenses, including payment of reasonable fees to the Park District. Provide the last three (3) years of bank statements (may be substituted with the last three (3) years of tax returns.) Significant weight will be given to such financial information in the selection process. The Park District may request a bond for $10,000 as a security deposit when awarding the agreement.
   a. Credit Worthiness: Submit a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date and include the Fair Isaac Corporation (FICO) score. Any derogatory information listed on said reports must be explained. Below average FICO scores, outstanding debts, delinquent payment history on current concession contracts, and any other derogatory information may disqualify a proposal.
14. Financial Projections - Provide detailed financials for the operation and maintenance of the concession.
   • Provide a 3-year projection of revenues and expenditures anticipated from the proposed activities. Revenues should include all sales and any other service performed for which a fee is charged. The statement must show month-by-month projections for the first twelve months.
   • Provide a 3-year Cash Flow Statement.

B. Amendments
   If Amendments to this RFP are issued, Respondents must acknowledge receipt of Amendments in the cover letter of their RFP response. Failure to acknowledge and respond to any Amendments issued by the District may cause the Respondent’s Proposal to be deemed non-responsive.

C. Questions
   Any questions or requests for clarifications to this RFP must be submitted in writing by email Tiffany Margulici, tmargulici@ebparks.org Answers to questions or requests requiring clarification to this RFP will ONLY be posted on the District’s website.

SECTION V. SELECTION PROCESS

The Park District intends to negotiate an agreement with the selected organization as determined by the Park District to be in the best interest of the Park District.

Step 1 – Response to Park District’s RFP

Based on the requirements of the RFP, organizations will submit their proposals to provide the Park District with services described in this RFP.

Step 2 – Interviews with Organizations Selected in Step 1

Interviews will be held with each selected respondent to discuss their approach and methods for operating the concession, budgetary range of costs, the organization’s approach to concession scheduling, methodology for managing concession costs, how the organization’s team brings value to the concession, and other subjects chosen by the Selection Committee.

Step 3 - Evaluation of RFP Responses and Ranking of Respondents

Based on the evaluation of the RFP responses and interview results, the Park District will rank the respondents and select the top-ranking organization with whom to attempt to negotiate an agreement as determined by the Park District to be in the best interest of the Park District. If negotiations are not successful with the top-ranked organization, the Park District will attempt to negotiate a contract with the second-ranked organization and so on, or may pursue other methods of negotiation.

SECTION VI. EVALUATION FACTORS

The Park District will use the selection process outlined herein. An Interview and
Committee composed of key Park District staff and staff from other related agencies will review and evaluate responses to the RFP and will conduct interviews.

The points that have been assigned to each topic below are shown to the right of the title. The Park District will compare and evaluate all qualifying proposals and select an organization that, in the sole and absolute discretion of the Park District, can fully meet the requirements of the Park District, based upon the following factors:

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<th>Section IV.A.</th>
<th>ITEM</th>
<th>CONSIDERATION</th>
<th>% WEIGHT</th>
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<tbody>
<tr>
<td>1 &amp; 2</td>
<td>Submission Requirements and Format</td>
<td>Each proposal submitted must meet the requirements for submission and format. Failure to comply will result in the automatic disqualification of a submission from further consideration.</td>
<td>5%</td>
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<td>3 &amp; 4 Experience and Background</td>
<td>Demonstration of experience with the types of equipment and services required to run the operation along with maintenance of the site. Years in business, amount of relevant experience (breadth and length). Evidence of a variety of experiences in operating a food concession.</td>
<td>20%</td>
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<td></td>
<td>5 &amp; 6 Operation Plan / Services / Improvements</td>
<td>The degree to which proposal addresses the operation and management plan. Proposed plan of services and evidence of ability to accomplish these objectives.</td>
<td>15%</td>
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<td></td>
<td>7 &amp; 8 Payment to Park District / Charges to Customers</td>
<td>Projection of Sales. Evaluation of payments and evidence of ability to make the payments.</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>9 Agreement requirements</td>
<td>Willingness to meet the requirements of the Agreement. Reasonable requests for changes will be accepted or negotiated at Park District's sole discretion.</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>10 &amp; 11 &amp; 12 Quality of Service</td>
<td>Demonstration of successful history and knowledge of personnel, management, operation, and marketing.</td>
<td>15%</td>
</tr>
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<td></td>
<td>13 &amp; 14 Financial Capability</td>
<td>Capability to provide services throughout the term with adequate strength to cover start-up costs and sustain possible losses; sources of financing and availability of immediate funds and backup funds. Must provide details of financial resources and stability of organization.</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>Oral Interview</td>
<td>Interviewer's evaluation</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td>100%</td>
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Organizations selected for interviews will be notified by email. The Park District will specify the date, time, and location of their interviews.
THIS AGREEMENT is entered into as of ____________________________ between the EAST BAY REGIONAL PARK DISTRICT, a California Special District (District), whose address is 2950 Peralta Oaks Court, Oakland, CA 94605, and _______________________________ (Concessionaire) whose address is _______________________________. The parties hereby agree as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants, and conditions herein, District hereby grants to Concessionaire, pursuant to its powers under Section 5540 of the Public Resources Code of the State of California and per District Resolution #201x-xx-xxx, the exclusive license to operate the concession at Little Hills Recreation Area in Las Trampas Regional Park, signed by the parties, and incorporated herein, subject to the following terms and conditions.

1. **PREMISES.** District grants to Concessionaire for the purposes hereinafter specified as that certain property, the Concession ("Premises") as more particularly described and shown in Exhibit A.

2. **TERM.** This License is granted for a term of ___________ years beginning ________________ and terminating ___________________. In District’s sole discretion, District may grant Concessionaire the option to extend the term of the Agreement for a __________--year option period. Concessionaire shall give notice to District 365 days prior to expiration of initial term to request entering into the option period. District shall respond within thirty (30) days to such request.

This Agreement shall be subject to early termination as follows:

   a. Upon at least 365 days prior written notice to such effect by Concessionaire to District.

   b. The Board of Directors shall have sole discretion that a concession and on-site residence is an incompatible use of the Premises or constitutes a nuisance or public safety hazard to other park users. Upon such a determination, Concessionaire shall be given 365 days to stop business and remove all its property and repair any damage Concessionaire has caused.

3. **USE OF THE PREMISES.** Concessionaire shall use the Premises to operate, manage and maintain the service operations for the public described Exhibit B upon the terms and conditions of this Agreement and for no other purposes: Refer to Exhibit B for Hours of Operation.

4. **ONSITE RESIDENCE -** During the term of this Agreement, a Concession employee capable of providing security for the Concession, shall reside in the onsite residence provided by the District. Such residence shall terminate upon termination of the term of this Agreement. Concessionaire will be required to leave the residence in a clean and reasonable condition. If not, District shall have the right to bill the Concessionaire for excessive cleaning and repair of the residence. No person shall reside elsewhere on the premises without District’s written permission.

If rent is collected for the residence or the residence is used as part of the employee’s salary (credit), this rent/credit shall be included in gross receipts and fees shall be paid on this income.
5. FEES AND CHARGES.

a. Concession Fee. Concessionaire shall pay to District as the Concession Fee, without deduction, set off, or demand, the sum equal to __% of Concessionaire's Gross Receipts, as defined in Section c., for the prior calendar month, for the initial term of this Agreement.

Following the first whole or partial month of the term hereof, Concessionaire shall furnish to the District by the 20th day of each month, a verified statement of its total gross receipts for the preceding month along with the Concession Fee for that period. The monthly statement and the Concession Fee shall be mailed to the Finance Department, P.O. Box 5381, Oakland, California 94605-0381.

b. Gross Receipts. The term "gross receipts" herein shall include the total aggregate amount of the business done, sales made, rentals, residence rental income, commissions received, and services performed by Concessionaire in, on, or from the Premises for cash and on credit (it being understood that sales on credit are to be included in gross receipts whether or not payment is actually made to Concessionaire). In addition, gross receipts shall also include the total aggregate amount received by Concessionaire from the operating of vending machines. Any transaction on an installment basis involving the extending of credit shall be treated as a sale for the full price at the time such transaction was entered into irrespective of the time of payment or when title passes. Gross receipts shall not include the amount of any tax on sales from the Premises where such taxes are added to the selling price, stated separately, and paid by Concessionaire's customers, and remitted directly to the taxing authorities by Concessionaire.

c. Concessionaire's Maintenance Fund (CMF). In addition to the percentage Concession Fee paid during the term pursuant to Section a., Concessionaire agrees to expend for major maintenance, replacement, or addition of District-owned facilities, the sum equal to __% of Concessionaire's Gross Receipts.

District will account for these funds in a separate account designated as "Little Hills Maintenance Fund" and maintain adequate records thereof. These funds are solely for use for maintenance and improvements to the facility. Concessionaire acknowledges that they possess no right, title or interest in these funds other than to help administrate pursuant to this Section. Expenditures from this maintenance fund will be at the District's discretion and will require prior written approval from the District. Ten percent (10%) (or a larger amount agreed by both parties) of the monthly paid Concession Maintenance Fund fees will be retained in the Fund to accumulate funds for major capital improvements (projects over $50,000.)

Concessionaire will prepare a CMF plan with District staff by January 1, each year and obtain the necessary District approvals and prioritization. CMF categories are listed in Exhibit C. The minimum dollar amount for a project to be approved for this fund is $300. No maintenance fund activities shall begin without District's prior written approval. Work requiring design approval, specific plans and/or specifications, as appropriate, must be submitted to District and approved by District's Chief of Design or designee. Such review will be completed by District within (60) sixty working days of receipt, with Concessionaire responsible to meet all reasonable requests for revision or amendment.
Upon completion of an approved maintenance project, the Concessionaire will submit to the District a summary of project costs, original invoices, and copies of front and back of canceled checks to vendors. If the Concessionaire uses its own labor for these projects, a time record must be submitted. Payment for such labor for the purpose of this Section must be preapproved by the District. No credit for management or supervision will be allowed. Credit for management or supervision staff will only be allowed for reimbursement when: there are no other employees that regularly do the work, and reimbursement is the regular rate of pay for the work, not the supervisor or manager rate; hours and rate must be preapproved by the District. Reimbursement may include up to 16% of wages for payroll taxes or not more than twice the minimum wage, whichever is less.

Any unexpended major maintenance and/or replacement of funds at the end of the term shall become the property of District and shall be used to improve the Premises.

d. Records - Inspection. Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the Concession in separate records of account in a manner reasonably acceptable to District, and District shall have the right through its representatives, and at all reasonable times, including any time during the one year period following the termination of the Agreement, to inspect such books and records including State of California sales tax return records, Federal and State income tax returns and Federal and State payroll tax reports.

e. On-site Residence. During the term of this Agreement, Concessionaire or an employee of Concessionaire assigned to Little Hills shall reside in the security residence provided by the District. Such residence shall terminate upon termination of the term of this Agreement. Concessionaire will be required to leave the residence in a clean and reasonable condition. If not, District shall have the right to bill the Concessionaire for excessive cleaning and repair of the residence. No person shall reside elsewhere on the premises without District's written permission. Any money collected or payroll deducted from any of the company's employees staying in the residence shall be included in Concessionaire's Gross Receipts and fees paid accordingly.

f. Rate Increases. Concessionaire shall not increase the user rates in Exhibit D and/or institute any additional services and charges without the prior written consent of the District, which consent shall not be withheld unreasonably. District agrees to approve any price changes that are below immediate competitor prices.

6. USER RATES. The rates and charges to users of the Concession are listed in Exhibit D which is attached hereto and made a part hereof.

7. PROMOTION; SIGNS. Concessionaire shall not display any signs whatsoever within the park or on the Premises without the prior written consent of the Park Supervisor. Application for such consent shall show in reasonable detail the type, character and size of any such sign Concessionaire desires to display. District agrees not to withhold nor delay approval of reasonable requests for signs.

Concessionaire shall maintain one or more bulletin boards for posting notices hours of operation, fees, safety regulations, information about activities on the Premises, etc., and may distribute pamphlets or brochures describing the services and activities available on the Premises. All
promotional materials shall contain the reference "Little Hills Ranch, Little Hills Recreation Area, Las Trampas Regional Park an East Bay Regional Park District facility".

8. **PROTECTION OF PARK AND GENERAL PUBLIC USE.** It is recognized by Concessionaire that the Premises are within a Regional Park, owned, operated, and maintained by the District, as an essential part of its system for furnishing park and recreation opportunities for the inhabitants of the District. Concessionaire agrees to cooperate with the District to protect lands of the District from destruction by erosion, fire or improper use, and to protect the flora and fauna within the Park, as well as the area assigned to Concessionaire and to protect the public at all times from hazards.

All Concessionaire-sponsored activities and participating individuals are subject to the provisions of the East Bay Regional Park District's Ordinance No. 38 and Concessionaire agrees to abide by all rules and regulations therein. Accidents that occur on the Premises must be reported to the Park Supervisor and Public Safety within 24 hours.

Concessionaire is granted authority to develop, administer and regulate the activities of trainees and others using the Premises pursuant to posted rules and regulations governing use of the Premises and use of the adjoining parkland. All such rules and regulations must be approved in advance in writing by the District’s General Manager and shall not conflict with District Board policy and other rules and regulations established by District. District ordinances and rules and regulations shall take precedence. Concessionaire shall post all rules and instruct customers on the safe operations of all activities at the concession.

In the case of abuse of the facility or unsafe actions on the part of any person(s), Concessionaire shall courteously and respectfully point out such abuse or unsafe action and request that such person(s) refrain from so doing. Should such action persist or in the case of any dispute, the matter shall be promptly referred to the Supervisor of the Park or, in case of present danger, to a District Police Officer.

While District shall provide the normal level of public safety services to the Premises that it supplies to the adjacent and other Regional Parkland areas, Concessionaire shall be responsible for having adequately trained personnel on hand during hours of operation as required to perform foreseeable needs for maintaining an orderly operation, protecting visitors, on the Premises and providing emergency response in the event of accident or fire, including first-aid assistance on the Premises. Concessionaire agrees to instruct its personnel to use all reasonable efforts to notify District's Public Safety Department in the event of emergencies or other significant disturbances.

9. **EMPLOYEES-PERSONNEL.** All persons employed or utilized in connection with the operation of the Premises, including relatives, and minors, age of fourteen and above, with valid work permits and employed under the strict guidelines of California Child Labor laws, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as employees of Concessionaire. If in the reasonable judgment of District, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, shall be discharged or reassigned to a non-District facility upon Concessionaire’s receipt of written notice from District's General Manager to such. Concessionaire shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement.
Concessionaire shall insure all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164, Exhibit E which is attached hereto and made a part hereof, that Concessionaire will require employees that have direct supervision over or conduct programs with minors, to be fingerprinted.

10. COVID-19 ACKNOWLEDGMENT, WAIVER AND ASSUMPTION OF RISK: The Licensee acknowledges that the novel coronavirus, COVID-19, is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Licensee acknowledges and agrees that the East Bay Regional Park District is directing all individuals that participate in permitted activities to conduct the activities in compliance with the applicable Federal, State, County and local health orders. Further, any volunteer recognizes that it is their own responsibility to ensure compliance with all applicable orders. Further, the Licensee acknowledges and understands that the East Bay Regional Park District does not and cannot guarantee that any participants will not become infected with COVID-19 while participating in the permitted activities. The Licensee hereby releases, covenants not to sue, discharges, and hold harmless the East Bay Regional Park District, its Board of Directors, officers, employees, agents, and representatives from any claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the permitted activities including but not limited to any illness, death, and loss of any kind by volunteers related to COVID-19. The Licensee understands and agrees that this waiver, release and assumption of risk includes any claims based on the actions, omissions, or negligence of East Bay Regional Park District, its Board of Directors, officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity.

11. LICENSES. Concessionaire shall, at its expense, obtain from time to time and shall be in possession of and display such licenses, permits or certificates issued by Federal, State or County authorities certifying that the business operations, equipment, facilities, products on sale and methods of preparing, serving and selling thereof meet current applicable health and sanitation regulations, as well as all necessary business licenses and permits.

12. CONDITION OF PREMISES AND EQUIPMENT. Concessionaire acknowledges and agrees that the Premises are in good and tenantable condition. Concessionaire shall accept the Premises and equipment to be provided by District (Exhibit F) in their presently existing "as is" condition and agrees that District shall not be obligated to make any alterations, additions or improvements thereto, except for capital improvements for purposes of health and safety code compliance or major infrastructure failures. Concessionaire further acknowledges that the equipment to be provided by District is in operating condition.

13. CONCESSIONAIRE’S MAINTENANCE OBLIGATION. Concessionaire agrees to maintain in good order and repair any and all concession structures, facilities, improvements, and equipment on the Premises, at Concessionaire’s cost and expense, during the entire term. Concessionaire shall perform any required maintenance. Should Concessionaire fail, neglect or refuse to do so, the District shall have the right, but not the obligation, to perform such maintenance or repairs for the Concessionaire’s account, and the Concessionaire agrees to promptly reimburse the District for the cost thereof, provided, however, that the District shall first give Concessionaire ten days' written notice of its intention to perform such maintenance. District shall not be obligated to make any repairs to or maintain any improvements on the subject Premises unless otherwise required by this
District reserves the right of entry for its employees and agents to inspect the Premises as deemed necessary by District, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the park in which the Premises are located. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that District may proceed expeditiously.

Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any applicable laws, rules or regulations of any governmental authority having jurisdiction over the Premises Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions. In addition to the general maintenance required above, Concessionaire shall make and observe the following in a prompt manner:

a. Post hours of operations
b. Clean public restrooms in the concession daily
c. Replace burned out bulbs promptly
d. Monitor plumbing and irrigation system (report leaks or breaks etc.)
e. Monitor and control pest problems - ground squirrels, flies, wasps
f. Check all fire hoses regularly and outside water source for fire engines
g. Clean all concession and other buildings prior to rainy season

Repair and Replacement by District. District shall have the obligation to repair or replace to the extent the damage or destruction is caused by the sole negligence of District.

Repair and Replacement by Concessionaire. Concessionaire shall have the obligation to repair or replace to the extent damage or destruction is caused by Concessionaire, or to the extent insurance proceeds are received by Concessionaire (which shall be held in trust for such purposes), or to the extent that proceeds would have been obtained by Concessionaire if Concessionaire had been carrying the insurance required by this Agreement.

14. CONCESSIONAIRE'S ALTERATIONS AND IMPROVEMENTS. At any time during the term hereof, Concessionaire shall have the right, subject to prior written approval by District as hereinafter provided, to construct alterations, additions and/or improvements to the Premises, at Concessionaire's sole cost and expense and without reimbursement from the District. Whenever Concessionaire desires to construct alterations, it shall prepare specifications and working drawings and submit them to District's Design Department for approval, which approval shall not be unreasonably withheld, provided that the proposed work will be of high quality, compatible with the purposes described and compatible in finish, color, and design with the existing structures on the Premises and the Park environment.

Upon expiration or termination of this Agreement, any alterations to the Premises, structures or fixtures that are appurtenant, shall remain upon the Premises and become the property of the District.

14. PRIOR APPROVAL FOR WORK PERFORMED. Licensee agrees that prior to construction of new facilities or demolition, repair, removal or alteration of existing facilities, details of the proposed scope of work must be submitted in advance and in writing to Park
District for review and approval, which may be approved or denied in Park District's sole discretion. Park District's approval or disapproval shall not be unreasonably delayed. Once any new improvements are installed, Licensee will not make any material alterations to them (such as an increase in height of a monopole) without obtaining the prior written approval of Park District. Licensee will install or reimburse Park District for any reasonable site security improvements deemed necessary by Park District.

Licensee's Contractor Indemnification & Insurance: Prior to the commencement of alteration and improvement work, the Licensee's Contractor shall provide and maintain the insurance requirements specified in Exhibit "G".

15. TITLE TO IMPROVEMENTS. Concessionaire hereby acknowledges the title of District in and to the Premises described in this Agreement, including real property improvements existing or erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title.

16. INDEMNITY. Concessionaire hereby waives all claims and recourse against the District, including the right to contribution for loss of damage by reason of death or injury to persons or damages to property, whether the person or property of Concessionaire, its agents or employees, or third persons arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the sole negligence or sole willful misconduct of District, its officers, directors, agents, or employees. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Concessionaire shall indemnify, hold harmless, and defend the District, and its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Concessionaire, including, but not limited to, Concessionaire's development, construction, occupation, use, operation, or maintenance of the concession, Premises, or any facilities, including events occurring on or of the Premises or facilities, regardless of how the injury or damage was caused or suffered unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents, or employees.

District shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. District shall have no responsibility to safeguard or protect the Concessionaire, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

In the event a claim is made against District or District is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Concessionaire, Concessionaire shall immediately notify District of such fact, and shall either retain legal counsel to represent District in such action at Concessionaire's sole expense or if Concessionaire shall fail to do so, Concessionaire shall reimburse District's litigation expenses, including attorneys' fees, incurred in representing themselves.

Notwithstanding any apportionment of liability between District and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above,
unless it is determined that the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents, or employees.

17. **INSURANCE.** Concessionaire shall carry during the term of this License, at its own cost and expense, the following insurance:

a. **General Liability** (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the aggregate which amount may be satisfied through an umbrella policy.

b. **Fire/Property Insurance** on all improvements and equipment owned by the Concessionaire. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements owned by the concessionaire, placed or constructed upon the premises by Concessionaire, in an amount equal to 90% of the full replacements cost thereof, and insuring the interests of the District and the Concessionaire as same shall appear. Concessionaire and District agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement.)

c. **Automobile Liability** (Bodily Injury and Property Damage) extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than $1,000,000 per occurrence.

d. **Worker’s Compensation** as required by law and Employer’s Liability with limits of $500,000 per occurrence. The insurer will be required to waive all rights of subrogation against District, its officials, directors, employees, agents and volunteers.

e. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and are subject to approval by District.

f. **Other Insurance Provisions:** The policy is to contain, or be endorsed to contain, the following provisions:

i. Concessionaire shall name District, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to District, its officials, directors, employees, agents or volunteers.

ii. Concessionaire’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to District, its officials, directors, employees, agents or volunteers.

iii. All endorsements to policies shall be executed by an authorized representative of the insurer.

g. **All Coverages:**

i. Each insurance policy required by this clause shall be endorsed to state that
District will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

i. Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A- or better.

ii. Concessionaire shall furnish District with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire's insurer in its normal course of business and shall be received and approved by District prior to execution of this License by District. District reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two weeks prior to the expiration of the coverage.

18. WAIVER OF CLAIMS. The Concessionaire hereby waives any claim against the District, its officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void or delaying the same or any part thereof from being carried out.

19. WAIVER OF CONTRACT TERMS. No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of District to re-enter the Premises or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the District of any default. No option, right, power, remedy, or privilege of District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the District by this Agreement shall be deemed cumulative.

20. NON-DISCRIMINATION. In the performance of this contract, the Concessionaire will not discriminate against any applicant because of sex, sexual orientation, race, religion, age, color, disability, or national origin. The Licenses and Concessionaire's members shall not discriminate because of sex, sexual orientation, race, religion, age, color, disability, or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall the Concessionaire or Concessionaire's employees or members publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, sexual orientation, race, religion, age, color, disability, or national origin.

21. TAXES. Concessionaire shall pay when due all taxes levied on personal property used or maintained upon the Premises and shall pay any possessory or use tax that may be levied in connection with use of the Premises, Concessionaire agreeing to indemnify and save District harmless
from all taxes whatsoever arising out of or in any way connected to the operations conducted by Concessionaire upon the Premises.

22. **PAYMENT OF DEBTS - NO LIENS.** Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire's possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire’s right to conduct same, or based upon the proceeds of such business or activity.

23. **ASSIGNMENT AND SUBLETTING.** Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in the License or in the Premises, without District's prior written consent which may be granted or denied in District's sole discretion.

24. **RIGHT OF ENTRY.** Concessionaire agrees that District and its agents may enter upon the Premises at all reasonable times to inspect the same, and to fulfill any of the rights granted District under the terms of this Agreement, or otherwise to protect any of the rights of District and there shall be no liability against District for damages thereby sustained by Concessionaire nor shall Concessionaire by entitled to any abatement or reduction of rental herein by reason of the exercise by District of any such right herein reserved.

25. **CONFLICT OF INTEREST.** Concessionaire warrants and covenants that no official or employee of District nor any business entity in which an official or employee of District is interested; (1) has been employed or retained to solicit or aid in the procuring of this contract; (2) will be employed in the performance of this contract without the immediate divulgence of such fact to District. In the event District determines that the employment of any such official, employee or business entity is not compatible with such official's or employee’s duties as an official or employee of District, Concessionaire, upon request of District, shall terminate such employment immediately.

26. **CONCESSIONAIRE AS INDEPENDENT CONTRACTOR.** It is expressly agreed that under the license to operate the facility granted by this Agreement, Concessionaire shall be, and is, an independent contractor, and is not an agent or employee of District. Except as otherwise expressly limited by other provisions of this Agreement, Concessionaire has and shall retain the right to exercise full control and supervision of the operation of the facility, and full control over the employment, direction, compensation and discharge of all persons assisting Concessionaire in the operation of the facility under this Agreement. Concessionaire shall be solely responsible for all matters and shall be solely responsible for Concessionaire’s own acts and those of subordinates and employees.

27. **NOTICES.** Any notices required or permitted to be given under this Agreement shall be certified mail and addressed to respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice in writing to either party. Such notices shall be deemed delivered at the time mailed.
28. DEFAULT. District may terminate this Agreement for default by Concessionaire of any of the provisions hereof, if, after written notice of violation of the Agreement, Concessionaire has not taken positive action to correct such violation or default within thirty (30) days. The occurrence of one or more of the following events shall constitute a material default of this License by Concessionaire:

a. The abandonment, vacation, or discontinuance of operations on the concession premises for more than ninety days.

b. The failure of Concessionaire to make any payment of license fees or any other payment required to be made by Concessionaire hereunder, upon ten days written notice from District of non-payment.

c. The interest of Concessionaire in the Agreement is assigned, transferred, passes to or devolves upon, by operation of law or otherwise, to any other person, firm, or corporation without the written consent of the District.

d. The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than thirty (30) days after written notice from the District to correct the condition specified, or to initiate measures within thirty (30) days to correct the condition if such condition cannot be reasonably resolved within thirty (30) days and if diligently pursued to an acceptable solution.

e. The failure to maintain the Premises and the improvements constructed thereon in a state of repair required by this Agreement, and in a clean, sanitary, safe condition, where such failure continues for more than thirty (30) days after written notice from the District for correction thereof, or to initiate measures within thirty (30) days to correct the condition if such condition cannot be reasonably resolved within thirty (30) days and if diligently pursued to an acceptable solution.

f. Deterioration of service for any period which materially and adversely affects the operation or service required to be performed by Concessionaire under the Agreement which is not corrected within thirty days after written notice from the District for correction thereof, or to initiate measures within thirty (30) days to correct the condition if such condition cannot be reasonably resolved within thirty (30) days and if diligently pursued to an acceptable solution; and the failure to maintain service standards thereafter.

g. The failure of Concessionaire to keep, observe and perform all other promises, covenants, conditions and agreements set forth in this Agreement including compliance with local, state and federal law, where such failure continues for more than thirty days after written notice from the District for correction thereof, or to initiate measures within thirty (30) days to correct the condition if such condition cannot be reasonably resolved within thirty (30) days and if diligently pursued to an acceptable solution.

h. The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as a bankrupt, the appointment of any receiver of Concessionaire’s assets, the making of a general assignment for the benefit of creditors, and or a petition or answer seeking a reorganization of Concessionaire under the federal bankruptcy laws or any other federal or state laws.
i. Concessionaire’s material misrepresentation of facts in its required forms, documents, and submittals required as part of this Agreement or in the submittals in the solicitation and selection of Concessionaire to perform the services under this Agreement.

j. The filing of any lien or stop notice on account of Concessionaire where such lien/notice is not removed or enjoined and/or a bond for satisfaction of such lien is not posted within ten days.

29. REMEDIES. In the event of a material default by Concessionaire, District may:

a. Terminate this License in which case Concessionaire shall immediately surrender possession of the Premises to District.

b. Take possession of the Premises as the agent and on account of Concessionaire, and if it so elects may license or rent the whole or any part of the Premises for the balance or any part of the term of this License and retain any license fees received and apply the same in payment on account of Concessionaire. The performance of any or all said acts by District shall not release Concessionaire from the full and strict compliance with all the terms, conditions and covenants of this License on Concessionaire’s part and Concessionaire shall pay any deficiency that may exist after deducting any license fees received, if any.

c. Recurring failure to make on-time payments will result in the exclusion of the Concessionaire from all future prospects with the District.

d. It is understood that the remedies herein provided for District in case of a violation of the terms of this License by Concessionaire are not exclusive, but are in addition to the remedies provided by law or at equity, and any of which remedies District shall have the right to use at its option.

30. MODIFICATION OF AGREEMENT. Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent agree to modifications thereof or additions thereto in writing which are not forbidden by law. District shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

31. ATTORNEYS’ FEES. Should either party bring any legal action or proceeding for the breach of any term, covenant or Condition of this Agreement, the Court shall award reasonable attorneys’ fees to one or more of the parties therein based upon the degree to which each party prevails in such action or proceeding, as determined by the Court.

32. ADVICE OF COUNSEL. Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

33. MISCELLANEOUS. Headings are for convenience only and shall not be considered in the interpretation of this Agreement. This Agreement shall benefit and bind the successors and assigns of the respective parties hereto.
34. **ENTIRE AGREEMENT.** This Concessionaire Agreement constitutes the entire agreement between the parties regardless of any other representations that may have been made either orally or in writing.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day first herein above written.

EAST BAY REGIONAL PARK DISTRICT

By ___________________________                By____________________________

Sabrina B. Landreth, General Manager

Approved as to Form:

_______________________________

Jason Rosenberg, Assistant District Counsel
EXHIBIT A

That District, in consideration of the payment of license fees hereinafter specified to be paid by Concessionaire and of the covenants and agreements herein contained to be performed and observed by Concessionaire, does hereby license to Concessionaire for the purposes hereinafter specified that certain property ("the Premises"), known as the food and event concession, Little Hills Ranch, as well as the adjacent on-site residence in Little Hills Recreation Area, Las Trampas Regional Park and as shown below.

Concessionaire shall use the Premises only for the operation of a food and picnic concession. Installation of additional or different structures will require prior written approval of the District, which may be granted or denied in District's sole discretion.

MAP OF PREMISES
EXHIBIT B

DAYS AND HOURS OF OPERATION

April through October - Available Daily 7 am to 11 pm (all music to end at 10 pm)

USE

a. Operation of Facilities for Group Use. Operation and maintenance of the Premises for group use, by reservation only, for picnics, barbecues, recreational games, weddings, receptions and similar events.

b. Food Concession. Operation and maintenance of food services, including serving, selling, vending and dispensing popcorn, shelled peanuts, potato chips, ice cream, hot dogs and hamburgers, candy, suntan lotion, souvenirs, bathing caps and similar merchandise. The sale of alcoholic beverages at the Premises shall be limited to beer and wine (for group reservations only) and subject to permits and signing as directed by the California Alcoholic Beverage Control Board. Concessionaire shall stop dispensing alcoholic beverages at least one hour before closing. Prior to the commencement of the Term, Concessionaire shall submit its proposed menu and list of merchandise to District for District’s approval, which approval shall not be unreasonably withheld. During the Term, Concessionaire shall not make any major changes to such menu or list of merchandise as approved by District, without first obtaining District’s approval, which shall not be unreasonably withheld.

Concessionaire may operate a food preparation commissary for large groups at the Property. Concessionaire may, at its discretion, perform the food preparation itself or contract with a third party to perform such services.

c. District Use. Concessionaire agrees to give the District one midweek day in September for a District event, per mutual consent. If the Concessionaire staffs the event and provides the food, the District will cover Concessionaire’s direct costs. If the District staffs the event, there will be no charge for the use of the facility.

d. Other. Other or additional activities by Concessionaire shall require the prior written consent of District, which consent may be granted or withheld in District’s sole discretion. Concessionaire shall comply with any and all present laws, general rules or regulations of District and any governmental authority now in force relating to sanitation or public health, safety or welfare and environmental matters relating to the condition, use or occupancy of the Premises during the Term. Such rules, regulations and policies of District may include, without limitation, containers for trash removal to aid in the control of yellow jackets and other insects. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions within Concessionaire’s responsibility. Concessionaire shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public.

FACILITIES AND EQUIPMENT PROVIDED BY DISTRICT. Upon commencement of the Term, District shall provide to Concessionaire the equipment listed on Exhibit F. District shall provide hookup for electrical, telephone, sewer and potable water service at the existing locations at no cost to Concessionaire. Electrical service at these locations shall be 200 amp. Any future utility hookups deemed necessary by District in its sole discretion will be implemented by the District. Water service and maintenance of water system shall be provided by District, as long as the spring-fed water is
FACILITIES AND EQUIPMENT PROVIDED BY CONCESSIONAIRE. Concessionaire shall provide, at its own expense, other equipment, as needed, which equipment is not provided by District. This equipment will remain the property and responsibility of Concessionaire who shall obtain written approval of District prior to providing any other equipment that Concessionaire deems to be necessary for the good and proper operation of the recreation area. Concessionaire shall be responsible for payment of telephone, payment of gas and electric, and garbage pickup and payment on its portion of the Premises.

RESTRICTED SALES AND USES

a. Sales and Rentals. District reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which District regards as objectionable or beyond the scope of merchandise or equipment deemed necessary for proper services to the public or of inferior quality.

b. Containers. Beverages in air-tight containers under pressure of carbonation sold from the Premises shall be marked for identification. Concessionaire and District shall from time to time review items sold and containers or utensils used or dispensed by Concessionaire. District prohibits the use of Styrofoam containers by Concessionaire.

c. Waste Reduction. District prohibits the sale or use of non-recyclable containers or plastics. No pull-top cans with removable tabs are to be used or sold by Concessionaire. Concessionaire must maintain a recycling program or make arrangements with park staff to utilize the park’s recycling containers for various materials - beverage containers, mixed paper, cardboard as well as green waste.

d. Chemicals. No pesticides, herbicides or fungicides may be used or sold by Concessionaire on the Premises that are not approved in writing by District in advance of proposed use or sale.

e. Storage. Concessionaire shall not store food, supplies, equipment or other items outside of a structure or fenced enclosure on the Premises, except as specifically approved in writing by District in advance of such storage.

f. Private Vehicles. Concessionaire’s personnel may drive private vehicles into areas of the Park restricted to non-District vehicles only as required for loading and unloading items used to operate the Premises. Operation of such vehicles shall be subject to regulations established by District from time to time.

g. Noise. Concessionaire shall be sensitive and responsive to neighbor concerns regarding noise emanating from the equipment operated or used on the Premises including any public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noises that can be heard outside the Premises and shall remain in compliance with the Contra Costa County and San Ramon City noise abatement ordinances for low-density residential land uses, except as approved in writing by District in advance of such operation and use, such approval shall not be unreasonably withheld. Systems to announce readiness of food are permissible as long as noise level is restricted to that necessary for public convenience. All amplified music or use will end by 10:00 pm.
SAFETY. No special events will be conducted by Concessionaire without prior approval by the District. In order to insure the safety of the public, these safety precautions will be followed at all times; (1) Smoking will be strictly prohibited on the Premises and the surrounding area, and (2) All injury accidents shall be reported to the Park Supervisor within 24 hours.

a. Fire Protection. Concessionaire shall take all necessary precautions to prevent fire in or about the Premises, and Concessionaire shall carefully observe all rules of District relative to fire prevention. District shall, at its expense, install and maintain such fire prevention and fire-fighting practices and equipment as may be specified or required by Contra Costa County or any other agency having jurisdiction to regulate fire prevention measures at the Premises.

b. Hazardous Substances. No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, other than as is provided for in this contract, and no machinery or apparatus shall be used or operated on said Premises which will in any way injure said Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Concessionaire as required by present or future regulations and laws.

Concessionaire represents and warrants to District that Concessionaire will not generate, store, release or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below). Concessionaire shall indemnify, defend and hold District harmless from any costs, losses, claims, damages, penalties and liabilities arising from Concessionaire’s generation, storage, release, or disposal of any hazardous materials on or about the Premises. The provisions of this section will survive the expiration or termination of this Agreement.

For purposes of this Agreement the term "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including but not limited to petroleum and petroleum by-products, by any law or statute now or after this date in effect in California; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").
Concessionaire Maintenance and/or Replacement Fund categories are established as follows:

1. Repair, replacement and/or expansion of picnic and lawn areas.
2. Repair, replacement and/or additions to interior equipment in the kitchen area. Fixed asset repairs such as freezers, ice machines, cooking equipment, major electrical work, etc.
3. Repair and/or replacement of pool equipment.
4. Repair and/or replacement of catering areas.
5. Other items as the parties may mutually agree upon in writing.
6. All fixed assets (especially newly acquired that will become property of the District’s) must be placed on an inventory and a District identification number affixed. This will be the responsibility of the Business Services unit. The Concessionaire will submit District approved receipt of such items and will forward the appropriate invoices, warranties, etc., with proof of payment to Business Services unit.
## EXHIBIT D

SAMPLE RATES AND CHARGES

*(this table serves as a sample - Current Concession)*

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Picnic Site Rental (50 - 1,400 person capacity)</td>
<td>$353 – $10,208</td>
</tr>
<tr>
<td>Event Catering Packages <em>(please call for exact prices)</em></td>
<td>$35 – $51/person</td>
</tr>
<tr>
<td>Wedding</td>
<td>$5,130 Fridays and Sundays, $6,400 Saturdays</td>
</tr>
<tr>
<td>Wedding Catering Packages <em>(please call for exact prices)</em></td>
<td>$43 – $63/person</td>
</tr>
<tr>
<td>Youth Group Day Camp</td>
<td>$12/person</td>
</tr>
<tr>
<td>Non-Profit Day Camp</td>
<td>$5.50/person</td>
</tr>
</tbody>
</table>
5163.  
(a) No person shall initially be employed in connection with a park, playground, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.
(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty days of the examination to the local 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) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5164.  
(a) (1) A county, city, city and county, or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county, city, city and county, or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of an offense specified in paragraph (2).
(2) (A) A violation or attempted violation of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or a sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.
(B) A felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.
(C) A felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of an offense specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, an offense specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or an offense specified in subdivision (c) of Section 667.5 of the Penal Code, provided that a record of a misdemeanor conviction shall not be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b) (1) To give effect to this section, a county, city, city and county, or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of an offense specified in subdivision (a). The county, city, city and county, or special district shall screen, pursuant to Section 11105.3 of the
Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary
authority over a minor, for that person’s criminal background.

(2) A local agency request for Department of Justice records pursuant to this subdivision shall
include the prospective employee’s or volunteer’s fingerprints, which may be taken by the local
agency, and any other data specified by the Department of Justice. The request shall be made on a
form approved by the Department of Justice. A fee shall not be charged to the local agency for
requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or
volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or
special district’s costs attributable to the requirements imposed by this section.

(Amended by Stats. 2010, Ch. 719, Sec. 54. (SB 856) Effective October 19, 2010.)
Concession has a food service building with an office and prep kitchen, one prep kitchen building with refrigeration and storage, an outdoor service area with canopy, barbecue area, and a security residence. All picnic tables in the park are supplied by the District.

**Little Hills Picnic Area**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flammable materials shed</td>
</tr>
<tr>
<td>Storage barn 8' x 8'</td>
</tr>
<tr>
<td>Kelvinator ice cream chest</td>
</tr>
<tr>
<td>Walk-in freezer w/ floor (kold)</td>
</tr>
<tr>
<td>Manitowac ice maker w/ storage</td>
</tr>
<tr>
<td>Clawson shaved ice machine</td>
</tr>
<tr>
<td>Porcelin handwash sink</td>
</tr>
<tr>
<td>Porcelin mop sink</td>
</tr>
<tr>
<td>Stainless steel 4 shelf storage unit</td>
</tr>
<tr>
<td>Stainless steel 4 shelf storage unit</td>
</tr>
<tr>
<td>Stainless steel 2 shelf unit</td>
</tr>
<tr>
<td>Ice-o-matic ice maker</td>
</tr>
<tr>
<td>3-compartment dish-wash sink</td>
</tr>
<tr>
<td>Red beverage stand</td>
</tr>
<tr>
<td>Covered picnic area</td>
</tr>
<tr>
<td>Beige canopy (near pool area, was)</td>
</tr>
<tr>
<td>Trout pool pump</td>
</tr>
<tr>
<td>Fiberglass dunk tank</td>
</tr>
<tr>
<td>Generac 6500 watts generator</td>
</tr>
<tr>
<td>Play cabin - will be removed by concessionaire</td>
</tr>
<tr>
<td>Strantrol chemical controller</td>
</tr>
<tr>
<td>Pool pump</td>
</tr>
<tr>
<td>Back-up pool pump motor</td>
</tr>
<tr>
<td>Follet ice storage bin</td>
</tr>
<tr>
<td>Duracold walk-in freezer</td>
</tr>
<tr>
<td>Duracold walk-in freezer</td>
</tr>
<tr>
<td>Mop sink</td>
</tr>
<tr>
<td>Stainless steel shelf (above mop sink)</td>
</tr>
<tr>
<td>Stainless steel 4 shelf storage unit</td>
</tr>
<tr>
<td>Stainless steel 2 shelf prep table</td>
</tr>
<tr>
<td>Stainless steel 3 shelf storage unit</td>
</tr>
<tr>
<td>Stainless steel square table</td>
</tr>
<tr>
<td>Stainless steel 3 shelf storage unit</td>
</tr>
<tr>
<td>Stainless steel hand-wash sink</td>
</tr>
<tr>
<td>3 compartment dish-wash sink</td>
</tr>
<tr>
<td>1 compartment prep sink</td>
</tr>
<tr>
<td>Stainless steel 3 shelf storage unit</td>
</tr>
<tr>
<td>Stainless steel 3 shelf storage unit</td>
</tr>
<tr>
<td>Stainless steel 2 shelf prep table</td>
</tr>
<tr>
<td>Stainless steel 2 shelf prep table</td>
</tr>
<tr>
<td>Stainless steel 4 shelf storage unit</td>
</tr>
<tr>
<td>Free standing beer cooler, mod</td>
</tr>
<tr>
<td>Eagle steam tables (3)</td>
</tr>
<tr>
<td>20 round plywood tables (60 inch)</td>
</tr>
<tr>
<td>200 white plastic folding chairs</td>
</tr>
<tr>
<td>Concession food service area &amp; office</td>
</tr>
<tr>
<td>Deck food serve area (under canopy)</td>
</tr>
<tr>
<td>Tent (white) for deck food serve area</td>
</tr>
<tr>
<td>Unpaved public parking spaces</td>
</tr>
<tr>
<td>Beverage stands (2)</td>
</tr>
<tr>
<td>Pool with fenced enclosure</td>
</tr>
<tr>
<td>Pergola deck (2009)</td>
</tr>
<tr>
<td>3 piece 30’ x 60’ white canopy tent (2009) for wedding patio</td>
</tr>
</tbody>
</table>

The current Concessionaire has one 30-yard orange cargo container with electric cables, one blue 30-yard container and one red 30-yard container. These containers will not remain with the concession.
EXHIBIT G
LICENSEE’S CONTRACTOR – IMPROVEMENTS AND ALTERATIONS
INDEMNIFICATION & INSURANCE REQUIREMENTS

1. Contractors contracted by the Licensee for alterations and improvements as approved by the Park District (Section 10 of License Agreement) agree to indemnify, hold harmless, defend and protect the Park District, its officers, directors, agents, employees, invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys’ fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Licensee or Licensee’s Contractor, including but not limited to Licensee or Licensee’s Contractor’s development, construction, occupation, use, operation, maintenance and/or removal of the property, premises, or any facilities or operations thereon, including events occurring on or off the property, premises, or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of the Park District, its officers, directors, agents or employees.

2. Prior to commencement of Contractor’s activities, the Contractor shall provide and maintain Liability and Workers Compensation Insurance. Insurance shall be submitted to the Park District’s Risk Department for review and approval. Contractor shall not start work until insurance is approved. Insurance requirements are as follows:

INSURANCE REQUIREMENTS FOR LICENSEE’S CONTRACTOR – NEW CONSTRUCTION
(Section 10 of License Agreement)

Prior to the commencement of work the Licensee’s Contractor (“Contractor”) shall provide and maintain:

a. Commercial General Liability Insurance, occurrence form, with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit, either it shall apply separately to this project or be no less than two (2) times the occurrence limit.

b. Automobile Liability Insurance, occurrence form, with a limit of not less than $1,000,000 for each occurrence. Such occurrence shall include coverage for owned, hired and non-owned automobiles.

c. Builder’s Risk, Special Hazards, or other coverage may be required, as provided in the written communication from the East Bay Regional Park District (“Park District”).

d. General Provisions for all insurance:
   i. All insurance shall include: The Park District, its elected and appointed officers, employees, and volunteers as additional insureds with respect to this project and the performance of the Description of Project/Activity submitted
to be approved by the Park District. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.

ii. General liability insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs of the Park District, its boards, commissions, officers, agents, employees, and volunteers.

iii. All insurance shall be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance.

iv. In addition to requiring that the Contractor provide an insurance certificate showing the levels and types of coverage required for the project or contract, the Park District also requires the Contractor to provide the Park District with a copy of the actual endorsements (a document that modifies the terms of the underlying policy and is issued by the insurance company itself, rather than a broker) to the commercial, general, automobile, and excess liability insurance policies that show the Park District, its boards, commissions, officers, agents, and employees have been named as additional insureds by the insurers.

v. If the Contractor maintain broader coverage and/or higher limits than the minimums shown above, the Park District requires and will be entitled to the broader coverage and/or higher limits maintained by the Licensee’s Contractor.

e. Workers Compensation Insurance: Statutory coverage for Workers’ Compensation Employer’s Liability ($500,000 per accident). Workers’ Compensation shall comply with California Labor Code Section 3700 and contain a waiver of subrogation in favor of the Park District.

f. No changes in insurance may be made without the approval of the Park District.

g. Notice of Cancellation. The Park District requires thirty (30) days written notice of cancellation of any insurance required by this Permit. Additionally, the notice statement on the certificate should not include the wording “endeavor to” or “but failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives” (or similar wording).