

REQUEST FOR PROPOSALS

FOR THE

Operation

OF

Desert, North Coast, and Central Coast State Park Units

Opening Date - April 4, 2012

Closing Date - June 5, 2012

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS, RESERVATIONS and FEES DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the California Department of Parks and Recreation now is accepting proposals for the concession operation described below.

Concession Name:	Desert, North Coast, and Central Coast State Parks Concession
Proposal Closing Time & Date:	2:00 PM on June 5, 2012
Proposal Submission Location:	California Department of Parks and Recreation Concessions, Reservations and Fees Division 1416 Ninth Street, Room 1442-13 Sacramento, California 95814
Concession Type:	Park Operations
Contract Term:	Five (5) Years
Minimum Annual Rent Bid:	For each Park Unit, the Minimum Annual Rent shall be the following or three percent (3%) of gross receipts [or as bid], whichever is greater: Desert Park Units: Salton Sea SRA \$2,000 [or as bid], Providence Mountains SRA \$1,600 [or as bid], Picacho SRA \$2,000 [or as bid] North Coast Park Units: Castle Crags SP \$4,000 [or as bid], Grizzly Creek Redwoods SP \$1,600 [or as bid], Benbow Lake SRA \$5,000 [or as bid], Standish-Hickey SRA \$5,000 [or as bid] Central Coast Park Units: Castle Rock SP \$1,600 [or as bid], Portola Redwoods SP \$6,000 [or as bid], Gray Whale Cove SB \$1,600 [or as bid], Moss Landing SB \$800 [or as bid], Zmudowski SB \$800 [or as bid], Limekiln SP \$2,800 [or as bid]
Proposal Bond:	Five Hundred Dollars (\$500) for each proposal submitted.
Performance Bond:	Six (6) month's Minimum Annual Rent, as bid
Proposer's Minimum Years of Relevant Experience:	Three (3) Years

For more information or to purchase a copy of the RFP for \$40, call (916) 653-7733 or e-mail concessions@parks.ca.gov. Interested parties may download a complimentary copy at www.parks.ca.gov/concessions.


Ruth Coleman, Director

TABLE OF CONTENTS

SECTION 1 - PROJECT SUMMARY	1
1.1 GOAL & OBJECTIVES	1
<i>Department Mission</i>	1
<i>Goal of this Request for Proposals (RFP)</i>	1
<i>Objectives of this RFP</i>	1
1.2 GENERAL INFORMATION	1
<i>Desert Parks Proposed for Concession Operation</i>	1
<i>North Coast Parks Proposed for Concession Operation</i>	1
<i>Central Coast Parks Proposed for Concession Operation</i>	1
<i>Site Visits</i>	5
1.3 CONTRACT SUMMARY	5
SECTION 2 - THE RFP PROCESS	7
2.1 PROPOSAL PROCESS	7
<i>Tentative Proposal Dates</i>	7
<i>RFP Content Questions</i>	7
<i>Proposal Bond</i>	7
<i>Proposal Submission</i>	8
<i>Proposal Format & Content</i>	8
<i>Confidentiality of Proposals</i>	8
<i>Withdrawal of Proposals</i>	8
2.2 EVALUATION PROCESS	9
<i>Verification of Proposal Information</i>	9
<i>State's Right to Reject Proposals, Waive Defects and Requirements</i>	9
<i>Supplemental Information</i>	9
<i>Proposal Evaluation</i>	9
<i>Contract Award Board</i>	9
<i>Contract Award</i>	9
<i>Protest of Award</i>	10
2.3 CONTRACT EXECUTION	10
<i>Preparation of Contract</i>	10
<i>Performance Bond and Insurance</i>	11
<i>Failure to Sign/Deliver Contract</i>	11
SECTION 3 - THE PROPOSAL	11
3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL	11
I. <i>PROPOSER INFORMATION</i>	12
II. <i>PROPOSAL INFORMATION</i>	14
III. <i>PROPOSAL SUMMARY</i>	17
IV. <i>CERTIFICATION OF PROPOSER INFORMATION</i>	17
V. <i>PRIVACY NOTICE</i>	17
3.2 PROPOSAL EVALUATION CRITERIA	17
3.3 PROPOSAL EVALUATION SHEET	21
3.4 CONCESSION PROPOSAL, DPR 398	23
SAMPLE CONCESSION CONTRACT	24

SECTION 1 - PROJECT SUMMARY

1.1 GOAL & OBJECTIVES

Department Mission

The mission of California State Parks is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Goal of this Request for Proposals (RFP)

The goal of this RFP to provide continued public access and visitor services including the operation and maintenance of campgrounds, day use areas, and recreational facilities at park units in the Desert, North Coast, and Central Coast areas of California State Parks.

Objectives of this RFP

- 1) Provide consistently maintained campground, day use, recreational facilities, and signage.
- 2) Provide adequate staffing to ensure maximum use and protection of facilities, roads, and trails.
- 3) Collect campground and day use entrance fees.
- 4) Ensure the safety and convenience of recreational opportunities for park visitors.
- 5) Protect the State's natural and cultural resources.

1.2 GENERAL INFORMATION

Desert Parks Proposed for Concession Operation

- Salton Sea State Recreation Area
- Providence Mountains State Recreation Area
- Picacho State Recreation Area

North Coast Parks Proposed for Concession Operation

- Castle Crags State Park
- Grizzly Creek Redwoods State Park
- Benbow Lake State Recreation Area
- Standish Hickey State Recreation Area

Central Coast Parks Proposed for Concession Operation

- Castle Rock State Park
- Portola Redwoods State Park
- Gray Whale Cove State Beach
- Moss Landing State Beach
- Zmudowski State Beach
- Limekiln State Park

Detailed information on each of the above parks is available in the Sample Concession Contract, Exhibit A1, Premises Description, and Exhibit A2, Maps, included with this RFP and on the California State Parks website at <http://www.parks.ca.gov/parkindex>.

REVENUE AND ATTENDANCE STATISTICS – Desert Units

Unit Name	Fiscal Year	REVENUE				ATTENDANCE			
		Day Use	Camping	Other	Total	Paid Day Use	Free Day Use	Camping	Attendance
Salton Sea SRA	2010-2011	\$28,306	\$85,353	\$145	\$113,804	13,318	103,144	5,520	121,982
	2009-2010	\$18,911	\$46,996	\$0	\$65,907	10,283	46,210	6,328	62,821
	2008-2009	\$37,116	\$76,761	\$575	\$114,452	23,595	266,103	16,748	306,446
	2007-2008	\$9,429	\$70,584	\$530	\$80,543	5,642	193,778	14,050	213,470
	2006-2007	\$10,984	\$78,701	\$404	\$90,089	6,937	204,415	21,300	232,652
	5 year Totals	\$104,746	\$358,395	\$1,654	\$464,795	59,775	813,650	63,946	937,371
Providence Mountains SRA	2010-2011	\$9,765	\$1,448	\$0	\$11,213	1,672	1,784	244	3,700
	2009-2010	\$44,081	\$8,240	\$0	\$52,321	8,089	6,128	1,290	15,507
	2008-2009	\$38,966	\$5,978	\$0	\$44,944	7,585	5,629	1,637	14,851
	2007-2008	\$35,858	\$5,804	\$0	\$41,662	8,760	5,143	2,120	16,023
	2006-2007	\$30,779	\$6,129	\$0	\$36,908	8,337	4,685	2,035	15,057
	5 year Totals	\$159,449	\$27,599	\$0	\$187,048	34,443	23,369	7,326	65,138
Picacho SRA	2010-2011	\$7,997	\$59,789	\$1,328	\$69,114	7,813	123,086	18,432	149,331
	2009-2010	\$8,508	\$58,911	\$1,570	\$68,989	8,821	133,151	19,635	161,607
	2008-2009	\$9,013	\$49,023	\$1,571	\$59,607	7,235	114,760	21,881	143,876
	2007-2008	\$6,432	\$40,574	\$1,481	\$48,487	8,562	86,310	18,038	112,910
	2006-2007	\$3,574	\$36,729	\$1,167	\$41,470	8,329	52,671	18,326	79,326
	5 year Totals	\$35,524	\$245,026	\$7,117	\$287,667	40,760	509,978	96,312	647,050
5 Year Totals		\$299,719	\$631,020	\$8,771	\$939,510	134,978	1,346,997	167,584	1,649,559

REVENUE AND ATTENDANCE STATISTICS – North Coast Units

Unit Name	Fiscal Year	REVENUE				ATTENDANCE			
		Day Use	Camping	Other	Total	Paid Day Use	Free Day Use	Camping	Attendance
Castle Crags SP	2010-2011	\$35,807	\$101,511	\$0	\$137,318	14,799	29,992	15,015	59,806
	2009-2010	\$34,189	\$97,476	\$175	\$131,840	15,140	29,709	15,966	60,815
	2008-2009	\$28,202	\$88,442	\$3,179	\$119,823	15,486	31,495	17,054	64,035
	2007-2008	\$29,487	\$102,962	\$2,128	\$134,577	15,934	32,547	17,332	65,813
	2006-2007	\$31,992	\$91,750	\$5,764	\$129,506	16,393	30,100	18,382	64,875
	5 year Totals	\$159,677	\$482,141	\$11,246	\$653,064	77,752	153,843	83,749	315,344
Grizzly Creek Redwoods SP	2010-2011	\$6,117	\$58,906	\$1,265	\$66,288	2,237	18,516	5,916	26,669
	2009-2010	\$7,049	\$42,032	\$1,587	\$50,668	2,366	14,414	6,985	23,765
	2008-2009	\$5,255	\$47,507	\$2,269	\$55,031	2,051	18,020	8,513	28,584
	2007-2008	\$5,362	\$50,978	\$2,039	\$58,379	2,450	18,280	7,477	28,207
	2006-2007	\$5,177	\$49,703	\$2,314	\$57,194	2,891	19,689	9,038	31,618
	5 year Totals	\$28,960	\$249,126	\$9,474	\$287,560	11,995	88,919	37,929	138,843
Benbow Lake SRA	2010-2011	\$3,694	\$113,055	\$9,330	\$126,079	1,011	8,340	3,027	12,378
	2009-2010	\$4,196	\$73,662	\$9,504	\$87,362	1,750	14,782	1,691	18,223
	2008-2009	\$4,184	\$65,086	\$5,207	\$74,477	2,940	9,695	12,206	24,841
	2007-2008	\$14,119	\$77,707	\$770	\$92,596	10,807	21,727	7,724	40,258
	2006-2007	\$11,333	\$71,709	\$2,935	\$85,977	6,248	14,956	7,807	29,011
	5 year Totals	\$37,526	\$401,219	\$27,746	\$466,491	22,756	69,500	32,455	124,711
Standish Hickey SRA	2010-2011	\$3,372	\$159,029	\$0	\$162,401	1,386	7,715	14,462	23,563
	2009-2010	\$3,743	\$150,130	\$4,667	\$158,540	564	195	6,906	7,665
	2008-2009	\$4,479	\$119,653	\$5,156	\$129,288	2,000	706	11,363	14,069
	2007-2008	\$4,764	\$128,053	\$5,361	\$138,178	2,054	2,067	17,682	21,803
	2006-2007	\$3,657	\$118,048	\$5,983	\$127,688	2,367	9,093	17,705	29,165
	5 year Totals	\$16,643	\$515,884	\$21,167	\$716,095	8,371	19,776	68,118	96,265
5 Year Totals		\$243,455	\$2,206,582	\$69,637	\$2,519,674.00	121,093	567,367	334,110	1,022,570

REVENUE AND ATTENDANCE STATISTICS – Central Coast Units

Unit Name	Fiscal Year	REVENUE				ATTENDANCE			
		Day Use	Camping	Other	Total	Paid Day Use	Free Day Use	Camping	Attendance
Castle Rock SP	2010-2011	\$35,817	\$18,416	\$300	\$54,533	11,432	99,476	2,613	113,521
	2009-2010	\$32,962	\$16,988	\$4,200	\$54,150	9,346	70,966	2,544	82,856
	2008-2009	\$27,754	\$13,097	\$5,510	\$46,361	10,102	69,531	3,035	82,668
	2007-2008	\$24,822	\$10,467	\$4,212	\$39,501	9,327	67,616	2,303	79,246
	2006-2007	\$23,803	\$9,678	\$4,534	\$38,015	8,647	67,108	2,230	77,985
	5 year Totals	\$145,158	\$68,646	\$18,756	\$232,560	48,854	374,697	12,725	436,276
Portola Redwoods SP	2010-2011	\$23,984	\$206,866	\$4,346	\$235,196	8,738	853	32,033	41,624
	2009-2010	\$29,675	\$163,247	\$5,830	\$198,752	12,202	668	30,386	43,256
	2008-2009	\$18,686	\$164,356	\$463	\$183,505	13,210	1,256	33,366	47,832
	2007-2008	\$18,325	\$170,207	\$785	\$189,317	13,159	710	28,861	42,730
	2006-2007	\$15,716	\$144,203	\$685	\$160,604	10,900	547	24,830	36,277
	5 year Totals	\$106,386	\$848,879	\$12,109	\$967,374	58,209	4,034	149,476	211,719
Gray Whale Cove SB	2010-2011	\$0	\$0	\$0	\$0	0	30,417	0	30,417
	2009-2010	\$0	\$0	\$0	\$0	0	31,898	0	31,898
	2008-2009	\$0	\$0	\$0	\$0	0	36,243	0	36,243
	2007-2008	\$0	\$0	\$0	\$0	0	36,735	0	36,735
	2006-2007	\$0	\$0	\$0	\$0	0	28,079	0	28,079
	5 year Totals	\$0	\$0	\$0	\$0	0	163,372	0	163,372
Moss Landing SB	2010-2011	\$0	\$0	\$0	\$0	0	233,192	0	233,192
	2009-2010	\$0	\$0	\$0	\$0	0	212,560	0	212,560
	2008-2009	\$0	\$0	\$0	\$0	0	200,432	0	200,432
	2007-2008	\$0	\$0	\$0	\$0	0	208,852	0	208,852
	2006-2007	\$0	\$0	\$0	\$0	0	197,008	0	197,008
	5 year Totals	\$0	\$0	\$0	\$0	0	1,052,044	0	1,052,044
Zmudowski SB	2010-2011	\$0	\$0	\$0	\$0	0	40,058	0	40,058
	2009-2010	\$0	\$0	\$0	\$0	0	34,764	0	34,764
	2008-2009	\$0	\$0	\$0	\$0	0	37,808	0	37,808
	2007-2008	\$0	\$0	\$0	\$0	0	39,636	0	39,636
	2006-2007	\$0	\$0	\$0	\$0	0	37,536	0	37,536
	5 year Totals	\$0	\$0	\$0	\$0	0	189,802	0	189,802
Limekiln SB	2010-2011	\$27,577	\$109,305	\$0	\$136,882	5,615	1,397	6,998	14,010
	2009-2010	\$275	\$1,427	\$0	\$1,702	0	0	0	0
	2008-2009	\$6,430	\$46,850	\$0	\$53,280	2,507	922	6,371	9,800
	2007-2008	\$27,322	\$166,179	\$475	\$193,976	9,532	4,482	18,116	32,130
	2006-2007	\$19,915	\$147,358	\$0	\$167,273	8,798	5,612	19,422	33,832
	5 year Totals	\$81,519	\$471,119	\$475	\$553,113	26,452	12,413	50,907	89,772
5 Year Totals	\$333,063	\$1,388,644	\$31,340	\$1,753,047	133,515	1,796,362	213,108	2,142,985	

Revenue and attendance statistical fluctuations are due to various factors including weather, fee structures, and episodic events and conditions. Analysis for the year to year fluctuations is not possible in this RFP.

Site Visits

Proposers are encouraged to visit and walk through each of the park units on their own. Please do not call State Park staff or disturb personnel living in State residences to obtain information.

1.3 CONTRACT SUMMARY

It is critical that proposers be familiar with and understand all the terms and conditions of the Sample Concession Contract (included herein). The proposal should be based on the requirements of this contract in its entirety. The successful proposer has up to seven (7) days to review and sign the awarded contract. The successful proposer shall be expected to accept the provisions of the Sample Concession Contract, as written. If necessary, minor clarifications, approved by staff counsel, the Department of General Services, and the Attorney General, may be made prior to contract execution. The intent of the contract is to provide the public with the full range of park operations, high-quality reasonably priced goods and services in an authentic manner and atmosphere that enhances the visitor's experience and the educational, natural, and cultural resources of the park. The term of the contract is for a period of five (5) years.

Summary descriptions of some of the important contract provisions are described below.

At a minimum, the successful proposer will be required to:

1. Pay as annual rent the amount presented in the proposal, which, at a minimum, shall be three percent (3%) [or as bid] for each park unit or the following Minimum Annual Rent, whichever is higher:

Desert Park Units:

Salton Sea SRA \$2,000 [or as bid], Providence Mountains SRA \$1,600 [or as bid], Picacho SRA \$2,000 [or as bid]

North Coast Park Units:

Castle Crags SP \$4,000 [or as bid], Grizzly Creek Redwoods SP \$1,600 [or as bid], Benbow Lake SRA \$5,000 [or as bid], Standish-Hickey SRA \$5,000 [or as bid]

Central Coast Park Units:

Castle Rock SP \$1,600 [or as bid], Portola Redwoods SP \$6,000 [or as bid], Gray Whale Cove SB \$1,600 [or as bid], Moss Landing SB \$800 [or as bid], Zmudowski SB \$800 [or as bid], Limekiln SP \$2,800 [or as bid]

Facility Maintenance Improvement Account

Rent shall go into a Facility Maintenance/Improvement Account to maintain the premises, facilities, furnishings, and equipment in good condition in accordance with the State Park standards as described in Section 5, Facility Maintenance/Improvement Account of the Sample Concession Contract.

2. Operate campground, day use areas, and recreational facilities for public enjoyment and recreation in a high-quality manner.
3. Establish and collect campground and/or day use fees consistent with charges at similar State-operated park units.
4. Provide sales and merchandise to support the park visitor's use of facilities, including but not limited to maps, brochures, and firewood.
5. Implement an Operation Plan, as specified in Proposal Instructions that clearly demonstrates the proposer's plan to provide accessible services and facilities that comply with ADA guidelines. The Operation Plan will become part of the contract subject to State's review and approval.
6. Maintain the premises, including trails, roads, facilities, signs, furnishings, and equipment in good condition in accordance with State Park standards.
7. Provide a continuing Performance Bond in the amount of six (6) month's Minimum Annual Rent, as bid.
8. Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the contract.
9. Provide commercial general liability, automobile and worker's compensation insurance, as required by the contract.
10. Obtain all necessary licenses, permits, and approvals as set forth in the contract and abide by all applicable health, safety, and environmental codes and regulations.
11. Comply with the letter and spirit of current and subsequent guidelines or plans, including General Plan amendments or updates, management and interpretive plans, historic structure reports, and others.
12. Demonstrate compliance with labor laws as specified in this RFP.

The successful proposer will not:

1. Provide or sell items or services considered inappropriate, deemed objectionable, or denied by the State.
2. Charge prices in excess of those approved by the State.
3. Promote or participate in activities that are incompatible with the rules, regulations, guidelines, or the mission of the Department.

Note: This contract summary is for general information only. Terms and conditions are set forth in detail in the Sample Concession Contract.

SECTION 2 - THE RFP PROCESS

2.1 PROPOSAL PROCESS

Tentative Proposal Dates

April 2, 2012	Opening Date - Publication of the RFP
April 18, 2012	Questions - Last date for proposers to submit written questions
April 26, 2012	Answers - DPR written responses to questions
June 5, 2012	Closing Date - Deadline for proposal submission
June 2012	Investigation and evaluation of Proposals
June 12, 2012	Notification of "Intent to Award Contract"
June 2012	Award, preparation, and execution of contract
July 1, 2012.....	Five (5) Year contract begins

Note: This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep proposers apprised of changes in the schedule as they occur. Should the award of the contract be protested, additional time will be required to resolve the matter.

RFP Content Questions

Questions regarding this RFP must be submitted in writing and received no later than 5:00 p.m. on April 18, 2012. To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered. Questions will be submitted in writing to the Department by e-mail or fax at the address and phone number listed below. A written compilation of all questions and answers, and any RFP addenda, will be posted at www.parks.ca.gov/concessions and sent by first-class mail to all identified potential proposers. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

Proposers should send their questions addressed to:

California Department of Parks and Recreation
 Concessions, Reservations, and Fees Division, Room 1442-13
 P.O. Box 942896, Sacramento, California 94296-0001
 Fax: (916) 657-1856
 Email: concessions@parks.ca.gov

Proposal Bond

Each proposal must be accompanied by a Proposal Bond or cashier's check payable to the State of California, Department of Parks and Recreation, in the amount of \$500. By submitting a proposal bond the proposer agrees that the bond may be cashed and retained by the State. If a cashier's check is submitted it will be cashed by the State. In the event the proposer fails to execute the contract, the bond or cashier's check will be retained by the State. Further, by submitting a proposal, proposer agrees that the State will suffer costs and damages not contemplated otherwise should proposer be awarded

the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to the State for failure of the proposer to execute and proceed with the contract upon notification of award by the State. Bonds will be returned to all proposers once a contract is signed by the best responsible bidder.

Proposal Submission

The proposal, including the Proposal Bond, must be received by 2:00 P.M. on June 5, 2012 at:

California Department of Parks and Recreation
Concessions, Reservations, and Fees Division, Room 1442-13
Sacramento, California 95814

Proposal Format & Content

Proposers must submit a separate proposal for each park unit outlined in this RFP. Proposal packages must be sealed and clearly marked on the outside with "Proposal for Operation of (specify park unit name)." Submit an original plus **seven (7)** copies for each proposal in 8.5" x 11" three-ring binders. All material should be presented in an 8.5" x 11" portrait format with tabs for each section. Larger formatted graphic exhibits are acceptable if folded to fit within the 8.5" x 11" three-ring binder.

Confidentiality of Proposals

All proposals submitted in response to this RFP become the property of the State and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.). 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 State, its officers, employees, and agents from any claims, liability, or damages against the State, and to defend any action brought against the State 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 an "Intent to Award Contract" notice is published by the State.

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the proposal closing date and time provided that a written request executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with the Department. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the proposal closing date and time. However, once the proposal closing date and time has passed, proposals shall be irrevocable.

2.2 EVALUATION PROCESS

Verification of Proposal Information

The State will obtain credit reports and verify tax form information to further establish the qualifications of any proposer. All proposers may be subject to a personal interview and inspection of his/her business premises prior to award. Proposers should notify bank and business references in writing that a representative from the state will be contacting them concerning the financial and credit information furnished to the Department with the proposal.

State's Right to Reject Proposals, Waive Defects and Requirements

The State reserves the right to accept or reject any or all proposals, and waive any or all immaterial defects, irregularities, or requirements in the RFP for the benefit of the State, so long as such waiver does not give any proposer a material advantage over other proposers. A proposer shall not be relieved of his/her proposal nor shall any change be made in his/her proposal due to a proposer error.

Supplemental Information

At its sole discretion, the State reserves the right, but does not have the obligation, to seek supplementary information or clarification from any proposer at any time between the dates of proposal submission/acceptance and the contract award. The State may obtain credit reports and/or make background inquiries to further establish the qualifications of any proposer. Proposers may be required to make a presentation to the Concession Contract Award Board.

Proposal Evaluation

All proposals received shall be evaluated for form and content in accordance with the requirements of this RFP. The Contract Award Board will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and Proposal Evaluation Form. Proposals not containing all of the items in the Concession Proposal form (DPR 398) may be rejected.

Contract Award Board

Concession Contract Award Boards are appointed by the Director of the Department, or his or her representative, and convened to review, evaluate, and rate each proposal received and make a recommendation to the Director regarding the selection of the "Best Responsible Proposer". The Award Board for this contract may include park staff with related expertise, such as Field Division Chief, Deputy Director, Park Design and Construction staff, or District Superintendent, and representatives from other public agencies or the private sector.

Contract Award

If an award is made, the award for a concession contract will be to the "Best Responsible Proposer" in accordance with Section 5080.23 of the Public Resources Code. The "Best Responsible Proposer" will be the bidder whose proposal passes each of the required elements and receives the highest total score as determined by the Contract Award Board and approved by the Director. Execution of the awarded concession contract is subject to approval by controlling agencies of the State, which include the Department of General Services and the Attorney General, and will not be binding on the State or the successful proposer until such approval is obtained. In the

event the State does not identify a "Best Responsible Proposer" through the bid process, the State may negotiate a concession contract under the provisions of Public Resources Code Section 5080.16.

Protest of Award

Based on California Code of Regulations, Title 14, Division 3, Chapter 3, Section 4400 and Department of Parks and Recreation policy, within ten (10) days after the Department has issued a notice of intent to award a concession contract for a term in excess of two (2) years following a request for proposals or invitation to bid, any proposer/bidder may file a written statement of protest against awarding of the contract with the Director of the Department. The statement shall be signed by the protestor, shall specify the grounds for the protest and may include a demand for a hearing. Failure to file a verified petition within the ten-day period shall constitute a waiver of the right to protest. Protests must be sent to:

Director
California Department of Parks and Recreation
1416 Ninth Street, 14th Floor
P. O. Box 942896
Sacramento, California 94296-0001
Fax: 916-657-3903

A copy of the protest must be served on the Attorney General within the ten-day period by the proposer/bidder. Serve the Attorney General at:

State of California
Department of Justice
Office of the Attorney General
Land Law Section
1300 I Street
Sacramento, California 95814
Facsimile: 916-322-5609

If a protest is timely served and a hearing is demanded, or if the Director on his or her own motion orders a hearing, proceedings shall be conducted according to the Administrative Procedure Act, and the protest statement shall be treated as a statement of issues. Any recommendation or decision of the hearing officer shall be submitted to the Director for approval, adoption, modification, disapproval, or other interlocutory or final action. If a hearing is not so demanded or ordered, the action of the Director shall be final.

2.3 CONTRACT EXECUTION

Preparation of Contract

Subsequent to the award of a contract, if an award is made, the State will prepare a final contract for execution. The contract will contain "exhibits" developed from the selected proposal including the proposal's Operation Plan, as required. Minor changes or modifications to the contract, Operation Plan, and contract exhibits may be made prior to execution based on agreement between the State and concessionaire. However, no material change to the contract or its exhibits as presented in the RFP and in the selected proposal may be made.

Performance Bond and Insurance

The successful proposer will be required to submit a Performance Bond and evidence of insurance required under the contract. Failure to submit the bond and/or insurance verification within the time limit presented may be treated as a refusal to execute, if the State so elects. The State may take the Proposer Bond and select the next Best Responsible Proposal.

Failure to Sign/Deliver Contract

A failure of the successful proposer to sign and deliver the contract within seven (7) days of receipt may be treated as a refusal to execute, if the State so elects. The State may retain the Proposer Bond and select the next Best Responsible Proposal.

SECTION 3 - THE PROPOSAL**3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL**

A completed Concession Proposal form (also known as DPR 398) and a Proposal Bond will constitute the proposal. Proposer should complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify the proposal.

The proposal must be clear and unambiguous. The proposal should clearly commit the proposer to enter into a contract with the State to provide the services and other concession improvements as required by this RFP and offered in the proposal. Financial commitments must be made and conditional only on contract execution.

The submission of a proposal shall be deemed evidence that the proposer is aware of the responsibilities of being a concessionaire and have carefully examined State laws relating to California State Park concessions; possessory interest tax as related to concessions; the site(s) selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form, and the sample concession contract included herein.

Note: The State may be in negotiations with non-profit organizations (NPOs) to operate one or more of the park units identified in this RFP. If an agreement is reached, potential proposers will be notified. Partnership proposals between for-profit and NPOs will be considered. For Best Responsible Proposers awarded concession contracts for multiple park units, the State reserves the right to issue single or multiple contracts based on the location of the park units.

I. PROPOSER INFORMATION

A. Proposer Identification

Small Business Status

Preference will be granted to proposers properly certified as Small Businesses as defined in Title 2, Section 1896, et seq., California Code of Regulations. To claim this preference, proposals must include a copy of the Small Business Certification and Office of Small Business (OSB) identification number. To ensure a certifiable document, applications should be submitted to OSB well before the proposal closing day and properly identify a business type consistent with this RFP. It is the proposer's responsibility to contact OSB to verify the completeness of the application. Incomplete documents are not certifiable. Proposers may obtain an application for Small Business Certification from:

Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605
(800) 559-5529 or (916) 375-4940
FAX (916) 374-4950

Certification will verify that the business is independently owned and operated; not dominant in its field of operation; has its principal office located in California; has officers domiciled in California; and together with affiliates is either a service, construction, or non-manufacturer with 100 or fewer employees and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three (3) years, or a manufacturer with 100 or fewer employees.

B. Business Information

Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company, Corporation, or nonprofit) and provide the requested information. The type of business must be established prior to submitting a proposal and must not be a condition of receiving the contract. Limited Liability Companies (LLC) must include a copy of their Articles of Organization with the California Secretary of State seal (LLC-1 or LLC-5) and the Statement of Information (LLC-12) to identify the managing member or members of the Organization. Nonprofit Corporations must include a copy of their IRS Letter of Determination, Articles of Incorporation, certified by Secretary of State and the Board Member roster.

C. Individual Information

This section must be completed by each individual, partner, and member of joint ventures; CEO, officers, and holders of 25% or more of the company's shares for corporations; concession manager; and the managing member(s) of the organization identified on the LLC-12 for a limited liability company. The aforementioned identified individual(s) must also complete and sign the Authorization to Release Information in Section IV.

Experience

For the purposes of this RFP, proposers must have a minimum of three (3) years of experience in any of the following areas: provision of visitor services in a public or private park, public access to parks, improvement of park facilities, interpretive,

educational or recreational services, direct protection and stewardship of natural, cultural or historic lands and resources; operation or management of campgrounds. Proposer(s) with less than the required three (3) years of experience will be disqualified.

Provide a narrative describing in detail the duration, extent, and quality of the proposer's education and business experience with special emphasis on the experience and qualifications related to the subject concession. Be specific with respect to the type and dates of experience, the proposer's role in the management and specific duties, type and size of operation, quality of operation, public agency involvement, contractual relationships, and other factors that demonstrate an ability to successfully operate the proposed concession. Attach additional information as needed.

D. Statement of Financial Capability

Proposers must present evidence satisfactory to the State demonstrating their ability to operate and maintain the park operations as proposed. The proposer's statement of financial capability must include the source of funding and detailed information including:

Source of funding and cost of concession operation: Identify and describe the specific source of funding that the business will use to undertake the project as proposed. If funds are to be used from outside sources (i.e., parent company, third party, LLC partners, etc.), provide documentation, such as a recent bank statement, balance sheet, income statement, and/or other supporting documents, to demonstrate these funds are available and unconditionally committed to this concession project. In addition, if funds are to be borrowed to finance any portion of the total investment, proposer must provide loan commitment documentation such as a letter-of-intent from the individual, bank, or other lending entity indicating the minimum amount to be loaned and any applicable percentage rate. The loan commitment may contain the qualification that the loan will be consummated only upon award of an agreement with the State; otherwise the commitment must be irrevocable and unconditional.

Business Financial Statement: Use the Business Financial Statement to describe the current and true condition of the business' assets, liabilities, and net worth. Round figures to the nearest dollar. If the business is a partnership or joint venture, each general partner or joint venturer must individually submit a Business Financial Statement. Proposer may provide copies of forms filed with the Internal Revenue Service, where applicable.

Financial Pro Forma: Provide annual revenue projections and anticipated operating costs for the period of proposed operation. Rent proposal to State shall be based on any net profit projections identified within the Financial Pro Forma.

E. Credit Worthiness

Proposers must present evidence of credit worthiness. At a minimum, evidence should include 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.

F. References

Financial, client, and vendor references are used to confirm information provided by proposers and to evaluate the proposer's quality of experience and past performance. Proposers should submit one reference for each reference type required below. However, to adequately substantiate the claims made in the proposal, proposers are encouraged to provide three references that are familiar with the individual and business. Proposers should notify their references in writing that a representative from the State will be contacting them.

For the purposes of this RFP, proposers should provide the references from the following sources:

- Financial References: Include the bank or savings and loan institution.
- Client or Business References: Name clients or other persons that most accurately reflect the business performance and ability to fulfill contract obligations with other entities for the provision of goods and services.

II. PROPOSAL INFORMATION

Provide an Operation Plan (as required) that addresses each of the checked elements in the Concession Proposal form (DPR 398). Each element of the Concession Proposal is described below. Proposers may submit additional information to describe and enhance their proposal.

A. Operation Plan

The Operation Plan should address the following elements and must demonstrate an understanding of and commitment to achieving the objectives of this RFP. The proposal must also adhere to the operational requirements as described in the Sample Contract.

Vision/Mission Statement

The Vision/Mission Statement should capture both the State's and proposer's goals and objectives for the park operations with proposer's clear philosophy.

Organizational Structure

Provide an organization chart and staffing plan that can guide the operation and ongoing management of the park unit or portion thereof. The plan should identify and define all job classifications to be used and the required job skills and qualifications. Describe the assignments, duties, and schedules for each staffing level considering contract requirements, the proposed hours of operation (see Sample Concession Contract), and any unique seasonal and peak use circumstances.

Park Visitor Services

Demonstrate an ability and clear commitment to successfully implement an effective visitor service program. Describe the scope of proposed operation in relation to the existing park unit facilities and features. Include a detailed description of the proposed services, including months, days and hours of operation, inclusive or exclusive of existing facilities and land use.

Safety and Security

Describe plan to ensure the safe and secure environment for park visitors. Site security will be important to protect the park unit from crimes of opportunity considering the proposer's scope of operations.

Transition/Business Start-Up

Describe a plan and timeline for assuming park operations and providing a seamless transition in customer service.

Maintenance and Housekeeping

Provide a comprehensive plan to maintain the concession facilities in as good, or better condition as received throughout the term of the contract. The maintenance plan provisions shall include housekeeping and maintenance schedules, and a realistic budget allocation noted on the Financial Pro Forma described above. Proposals should describe plan to address or mitigate deferred maintenance essential to continue operations during the five-year contract term.

Employee Staffing and Training

Employee policies and training program should include, but are not limited to, personnel policies; hiring practices; health, safety, and grievance policies and procedures; uniform policies and requirements; business orientation; job training; and park orientation training. Such programs must provide sufficient staffing with the skills, capabilities, and training to ensure the provision of uninterrupted, high-quality services to all park visitors.

Marketing and Advertising

The marketing program should include, but is not limited to, proposed approaches, methodologies, media, advertising materials, schedules; and include an appropriate budget allocation within the Financial Pro Forma described above.

Community Involvement

Commit to creating added value and benefits to the surrounding community and park visitors. This may include special events, educational programs, and community service activities that enhance the benefit the park's relationship with the local community and events.

Natural and Cultural Resource Management

Describe the proposer's experience and background in the protection and management of natural and cultural resources, including: archaeological sites and specimens, historic buildings and structures, cultural landscapes and historic vegetation, museum objects, manuscripts, archives, and photographs. In accordance with the Sample Contract, recognize the sensitivity of working in parks with significant natural and cultural resource values. Acknowledge that California State Parks will retain lead authority for resource management.

Prices and Pricing Policies

Provide a price schedule for a representative sample of the products and services proposed. The policies should clearly demonstrate the relationship of pricing to the quality of services provided. Implementation of these policies should provide park visitors with recreational and educational opportunities at reasonable prices considering the competition of comparable markets for similar services and cost of doing business

for each unit. All camping and day use fees will require State's prior approval prior to implementation.

Interpretation and Education

Describe the proposer's experience and background in developing or presenting interpretive and educational programs to the public.

Conservation and Recycling

Outline the proposer's approach to solid waste management, including reduction, re-use, and recycling, use of post-consumer recycled products, water and energy conservation, pest management, hazardous materials handling, air quality, and other applicable facets of resource conservation and environmental protection that are applicable to the concession operation. The plan should clearly commit proposer to a program that will minimize negative impacts on the environment and encourage park visitors to do the same.

Accessibility

Commit to ensuring that visitors with disabilities will have access to all of the services provided through the concession operation in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and California Government Code Sections 4450 et. seq. and 7250. Additional accessibility resources are available at www.ada.gov; http://www.parks.ca.gov/?page_id=21944 (State Parks Accessibility Program); and http://www.parks.ca.gov/?page_id=22651 (All Visitors Welcome handbook).

Healthy Foods Initiative

If proposer intends to provide food service in operation, an important goal is the promotion of a healthy lifestyle in an environmentally-sustainable manner. Proposers should consider providing traditional menu items either updated to conform with the Department's healthy food requirements, or the addition of healthy food menu options.

As a condition of the contract award, the successful proposer may be required to revise or further develop the Operation Plan to the satisfaction of the State and prior to the execution of the contract. If and when it is accepted, the final plan will be incorporated as an exhibit to the contract and become an obligation of the concessionaire.

B. Rental Offer

The concessionaire will be required to pay as Minimum Annual Rent a guaranteed amount (Rental Guarantee) or a Percentage of Gross Sales, whichever is greater. Proposers shall bid both the Rental Guarantee and the Percentage of Gross Sales as specified in the Concession Proposal form (DPR 398). Any offer below the minimum rent requirements will result in proposal disqualification.

C. Concession Feasibility

Document proposer's ability to successfully implement park operations in a financially responsible manner in accordance with the terms and conditions of the Sample Contract, including the proposed Operation Plan. Fiscal documentation that will be considered in awarding points include a financial pro forma; statement of assets and liabilities; business, vendor, bank, and/or financial references; and credit report.

III. PROPOSAL SUMMARY

The Proposal Summary should summarize relevant experience, knowledge, expertise, and the Operation Plan (as applicable) in 250 words or less.

IV. CERTIFICATION OF PROPOSER INFORMATION**A. Labor Law Compliance Certification**

A request may be made to the National Labor Relations Board for information regarding Administrative Hearing decisions against each proposer. Proposer must have no more than one final, unappealable finding of contempt of court by a federal court issued for violation of the National Labor Relations Act within the two-year period immediately preceding the closing date of this RFP or the proposal will be disqualified.

B. Proposer Certification

A completed certification must be included with the proposal or it may be disqualified.

C. Authorization to Release Information

A signed authorization for each individual, partner, member of joint ventures, officer of corporations, Concession Manager, and holders of 25% or more of the company's shares (as applicable) must be included or the proposal may be disqualified.

V. PRIVACY NOTICE

This section provides notice to proposers. No action by proposers is necessary.

3.2 PROPOSAL EVALUATION CRITERIA**Small Business Preference****5 Points**

Five points will be awarded to those proposers who have a complete and certifiable application on file with the Office of Small Business Certification.

Experience**25 Points**

For the purposes of this RFP, proposers must have a minimum of three (3) years of experience in a field related to park operation, protection, or stewardship described in the Proposal Instructions. The proposer will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the operations described in this RFP.

Operation Plan**40 Points**

A maximum of forty points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Rental Offer**30 Points**

For the purpose of assigning points in the Proposal Evaluation, the highest acceptable rental offer* for each category of rent required (Rental Guarantee and Percentages of Gross Sales) will be assigned the maximum points available for that category. Each lower rental offer will be assigned points in relation to the highest rental offer as follows:

Desert Park Units:**Salton Sea SRA Rental Guarantee** (Minimum bid is \$2,000)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$2,000)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Providence Mountains SRA Rental Guarantee (Minimum bid is \$1,600)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$1,600)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Picacho SRA Rental Guarantee (Minimum bid is \$2,000)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$2,000)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

North Coast Park Units:**Castle Crags SP Rental Guarantee** (Minimum bid is \$4,000)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$4,000)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Grizzly Creek Redwoods SP Rental Guarantee (Minimum bid is \$1,600)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$1,600)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Benbow Lake SRA Rental Guarantee (Minimum bid is \$5,000)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$5,000)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Standish-Hickey SRA Rental Guarantee (Minimum bid is \$5,000)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$5,000)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Central Coast Park Units:**Castle Rock SP Rental Guarantee (Minimum bid is \$1,600)**

$$\frac{(\text{Bid Amount}) \text{ minus } (\$1,600)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Portola Redwoods SP Rental Guarantee (Minimum bid is \$6,000)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$6,000)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Gray Whale Cove SB Rental Guarantee (Minimum bid is \$1,600)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$1,600)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Moss Landing SB Rental Guarantee (Minimum bid is \$800)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$800)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Zmudowski SB Rental Guarantee (Minimum bid is \$800)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$800)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Limekiln SP Rental Guarantee (Minimum bid is \$2,800)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$2,800)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 20 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is 3%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Note: the highest bids received may not be considered acceptable. Proposers may be required to prove to the satisfaction of the State their ability to operate a successful business under their rental offer. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.

Consideration will be given to the proposal(s) that guarantees operation of the maximum number of park units referenced within this RFP.

Multiple Proposal Bonus **2 Points Per Proposal**
 Proposers submitting proposals for multiple park units will receive two (2) additional points for each proposal. Additional points shall only be awarded to those proposals meeting the minimum requirements.

Bundle Proposal Bonus **2 Points Per Proposal**
 Proposers submitting proposals for all parks in a particular bundle will receive an additional two (2) points for each proposal. These points shall only be awarded to proposals meeting the minimum requirements.

3.3 PROPOSAL EVALUATION SHEET

LEVEL I COMPLIANCE WITH RFP REQUIREMENTS

PROPOSER QUESTIONNAIRE

- | | | |
|------|---|-------------------------|
| I. | PROPOSER INFORMATION | |
| A. | Proposer Identification | _____ (pass/disqualify) |
| B. | Business Information | _____ (pass/disqualify) |
| C. | Individual Information - Minimum Experience | _____ (pass/disqualify) |
| D. | Statement of Financial Capability | _____ (pass/disqualify) |
| E. | Credit Worthiness | _____ (pass/disqualify) |
| F. | Financial/Business/Vendor References | _____ (pass/disqualify) |
| II. | PROPOSAL INFORMATION | |
| A. | Operation Plan | _____ (pass/disqualify) |
| B. | Rental Offer | _____ (pass/disqualify) |
| C. | Concession Feasibility | _____ (pass/disqualify) |
| III. | PROPOSAL SUMMARY | _____ (pass/disqualify) |
| IV. | CERTIFICATION AND AUTHORIZATION | |
| A. | Labor Law Compliance Certification | _____ (pass/disqualify) |
| B. | Proposer Certification | _____ (pass/disqualify) |
| C. | Authorization to Release Information | _____ (pass/disqualify) |
| | PROPOSER BOND | _____ (pass/disqualify) |

Proposer must pass LEVEL I to qualify for further consideration.

LEVEL II RENT PROPOSED/ CREDIT WORTHINESS & ABILITY TO FINANCE

- A. Rent Proposed Met/Exceeded Minimum Requirement _____ (pass/disqualified)
- B. Ability to Finance _____ (pass/disqualified)
- C. Credit Worthiness _____ (pass/disqualified)
- D. Compliance with National Labor Relations Act _____ (pass/disqualified)

Proposer must pass LEVEL II to qualify for further consideration.

LEVEL III PROPOSAL EVALUATION

- A. Proposer Information
 - Small Business Preference _____ / 5 Points
 - Experience
 - Capability/Quality of Experience _____ / 25 Points
- B. Proposal Information
 - Operation Plan _____ / 40 Points
 - Rental Offer _____ / 30 Points
 - Concession Feasibility _____ / Pass/Fail *
- TOTAL** _____ / 100 **Points**
- Multiple Proposal Bonus** _____ / 2 points
- Bundle Proposal Bonus** _____ / 2 points

Comments:

Board Member: _____ Date: _____

* A 'fail' rating in this category disqualifies the proposal.

3.4 CONCESSION PROPOSAL, DPR 398

To obtain the DPR 398 in order to complete a proposal, please call the Concessions, Reservations, and Fees Division at (916) 653-7733 or e-mail concessions@parks.ca.gov. This provides the State with potential proposer contact information in the event there are changes to the RFP documents.

SAMPLE CONCESSION CONTRACT

CONCESSION CONTRACT

FOR

Desert, North Coast, and Central Coast Park Units

AT

California State Parks

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS AND RESERVATIONS DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



DESERT, NORTH COAST, AND CENTRAL COAST PARK UNITS
CONCESSION CONTRACT
INDEX

1.	DESCRIPTION OF PREMISES.....	2
2.	CONDITION OF PREMISES	2
3.	TERM	3
4.	RENT	3
5.	FACILITY MAINTENANCE/IMPROVEMENT ACCOUNT	6
6.	USE OF PREMISES.....	7
7.	BONDS.....	11
8.	INSURANCE	12
9.	ALCOHOLIC BEVERAGES.....	14
10.	CONSTRUCTION AND COMPLETION OF IMPROVEMENTS.....	15
11.	CONTRACT NOTICE	20
12.	RECORDS AND REPORTS.....	20
13.	GROSS RECEIPTS.....	21
14.	RATES, CHARGES AND QUALITY OF GOODS AND SERVICES	22
15.	PERFORMANCE EVALUATIONS AND INSPECTION	23
16.	HOLD HARMLESS AGREEMENT	23
17.	TAXES.....	24
18.	MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS	24
19.	PERSONAL PROPERTY	25
20.	HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL.....	26
21.	UTILITIES AND SERVICES	27
22.	RESOURCE CONSERVATION.....	27
23.	NATURAL AND CULTURAL RESOURCES.....	29
24.	HAZARDOUS SUBSTANCES.....	30
25.	EQUIPMENT	32
26.	SIGNS AND ADVERTISING.....	32
27.	PHOTOGRAPHY.....	32
28.	INTELLECTUAL PROPERTY RIGHTS	32
29.	PARTICIPATION IN STATE PARK MARKETING PROGRAMS	35

30. DEFAULT BY CONCESSIONAIRE 35

31. STATE’S REMEDIES 37

32. DEFAULT BY STATE 41

33. SURRENDER OF THE PREMISES; HOLDING OVER 41

34. NO RECORDATION; QUITCLAIM 42

35. ATTORNEY FEES 43

36. EXPATRIATE CORPORATIONS 43

37. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES 43

38. NONDISCRIMINATION 44

39. DISABILITIES ACCESS LAWS 45

40. DRUG-FREE WORKPLACE 45

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION 45

42. CHILD SUPPORT COMPLIANCE ACT 46

43. CONFLICT OF INTEREST 46

44. WAIVER OF CLAIMS 47

45. WAIVER OF CONTRACT TERMS 47

46. INTERPRETATION OF CONTRACT 47

47. DURATION OF PUBLIC FACILITIES 47

48. TIME OF ESSENCE 48

49. EMINENT DOMAIN 48

50. TEMPORARY TENANCY 48

51. SECTION TITLES 48

52. CONTRACT IN COUNTERPARTS 48

53. INDEPENDENT CONTRACTOR 48

54. ASSIGNMENTS AND SUBCONCESSIONS 48

55. MODIFICATION OF CONTRACT 49

56. UNENFORCEABLE PROVISION 50

57. APPROVAL OF CONTRACT 50

58. STATE’S DISTRICT SUPERINTENDENT 50

EXHIBIT A1 – THE PREMISES 52

EXHIBIT A2 – PREMISES MAPS 70

EXHIBIT B - CONSUMER PRICE INDEX ADJUSTMENT FORMULA..... 83

EXHIBIT C – CONCESSIONAIRE’S OPERATION PLAN 84

EXHIBIT D – DPR 54, CONCESSIONAIRE’S MONTHLY REPORT OF OPERATION 85

EXHIBIT E - DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT..... 87

EXHIBIT F - DPR 531, CONCESSION PERFORMANCE RATING 91

EXHIBIT G – LICENSE/PERMISSION FOR USE OF TRADEMARKS 93

EXHIBIT H – RESIDENTIAL RENTAL AGREEMENT 96

EXHIBIT I – DRUG FREE WORKPLACE CERTIFICATION 100

EXHIBIT J – PEST CONTROL RECOMMENDATION 101

EXHIBIT K – DPR 449, MONTHLY VISITOR ATTENDANCE REPORT..... 102

EXHIBIT L – DPR 918, SEMI-ANNUAL INTERPRETIVE SUMMARY 103

SAMPLE

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

CONCESSION CONTRACT

For

Desert, North Coast, and Central Coast Park Units

Located In

California State Parks

THIS CONTRACT is made and entered into by and between the STATE OF CALIFORNIA, acting through its Department of Parks and Recreation, hereinafter referred to as "State," and **ConcessionaireName DBA FictitiousBusName** of City, State, hereinafter referred to as "Concessionaire";

RECITALS

WHEREAS, California Public Resources Code Section 5080.03 et seq. authorizes the Department of Parks and Recreation to enter into concession contracts for the operation of state park system lands and facilities and;

WHEREAS, it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of, and the overall enhancement of recreational and educational experience at units of the state park system;

WHEREAS, in response to the State's fiscal budget shortfall, several California State Parks located in the Desert, North Coast and Central Coast areas of the State have been identified for closure, effective July 1, 2012 and it is in the public's interest to provide continued operation, maintenance and access to those parks.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN
THE PARTIES AS FOLLOWS:**

1. DESCRIPTION OF PREMISES

The State for and in consideration of the agreements hereinafter stated, grants to Concessionaire for the purposes stated herein, the right, privilege, and duty to develop, equip, operate, and maintain a nonexclusive concession in Salton Sea State Recreation Area, Providence Mountains State Recreation Area, Picacho State Recreation Area, Castle Crags State Park, Grizzly Creek Redwoods State Park, Benbow Lake SRA, Standish-Hickey SRA, Castle Rock State Park, Portola Redwoods State Park, Gray Whale Cove State Beach, Moss Landing State Beach, Zmudowski State Beach, and Limekiln State Park at the location(s) as set forth in **Exhibit A1 and Exhibit A2**, attached to and made a part of this Contract (the "Premises"). The Premises shall be developed and operated for public outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act (LWCF).

The possessory interest herein given to the Concessionaire does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This Contract is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this Contract. The possessory interest is further subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

2. CONDITION OF PREMISES

The taking of possession of the Premises by the Concessionaire, in itself, shall constitute acknowledgment that the Premises are in good and sufficient condition for the purposes for which Concessionaire is entering into this Contract. Concessionaire agrees to accept Premises in their presently existing condition, "AS IS," and that the State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Contract. Concessionaire shall

maintain the Premises in as good a condition or better than received during the term of this Contract.

3. TERM

The term of this Contract shall be for a period of five (5) years, commencing on the first day of the month following approval by the California Department of General Services. Should Concessionaire hold-over after the expiration of the term of this Contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Contract in Section 33, Surrender of Premises; Holding Over, of this Contract, subject otherwise to all the terms and conditions of this Contract.

For purposes of this Contract, the term "Contract Year" shall mean each one-year period of time that commences on the commencement date identified above, extending twelve (12) months therefrom, and continuing from each anniversary throughout the term of the Contract.

4. RENT

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the following:

Desert Park Units:

Salton Sea SRA \$2,000 [or as bid], Providence Mountains SRA \$1,600 [or as bid], and Picacho SRA \$2,000 [or as bid]

North Coast Park Units:

Castle Crags SP \$4,000 [or as bid], Grizzly Creek Redwoods SP \$1,600 [or as bid], Benbow Lake SRA \$5,000 [or as bid], and

Standish-Hickey SRA \$5,000 [or as bid]

Central Coast Park Units:

Castle Rock SP \$1,600 [or as bid], Portola Redwoods SP \$6,000 [or as bid],

Gray Whale Cove SB \$1,600 [or as bid], Moss Landing SB \$800 [or as bid],
Zmudowski SB \$800 [or as bid], and Limekiln SP \$2,800 [or as bid]

Or

Three percent (3%) of gross receipts [or as bid], whichever is greater for each park unit.

Should this Contract hold over on a month-to-month basis, beginning with Contract Year Six (6) and on the first day of each fifth Contract Year thereafter, the Minimum Annual Rent shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure set forth in **Exhibit B**, attached to and made a part of this Contract.

All rental payments shall be deposited by Concessionaire into a separate Facility Maintenance/Improvement Account (FMIA), as set forth in Section 5, Facility Maintenance/Improvement Account.

Concessionaire shall make deposits of Minimum Annual Rent and other payments in lawful money of the United States. However, if any payment made by a check, draft, or money order is returned to State due to insufficient funds or otherwise, State shall have the right, at any time after the return, upon written notice to Concessionaire, to require Concessionaire to make all subsequent payments in cash or by cashier's or certified check.

Beginning with the fifteenth (15th) day of the month following the commencement of operation, and on or before the fifteenth (15th) day of each month thereafter, Concessionaire shall furnish to State a verified statement of the concession's gross receipts for the preceding month. Such statement shall be submitted on Form DPR 54, Concessionaire's Monthly Report of Operation, attached hereto as **Exhibit D**, or in a format previously approved by the State, and shall specify the current period and cumulative total of gross receipts for the concession through the end of the preceding month for the then current Contract Year. Concurrent with such monthly statement, the Concessionaire shall deposit into the FMIA the appropriate rent for the preceding calendar month as prescribed above. If, at the end of the Contract Year, the total of Percentage of Gross Receipts deposited (or due) during that Contract Year is less than

the Minimum Annual Rent required for that Contract Year, the difference shall be remitted to the FMIA with the last monthly sales statement for the Contract Year.

Deposits must be completed by Concessionaire on or before the fifteenth (15th) day of the month as described above. Any late deposit shall constitute a breach of contract, giving rise to State's remedies as set forth below. Further, any late deposit will be subject to a late penalty consisting of an administrative charge on the late amount, calculated at the rate of five percent (5%) of the amount of the late rent or portion thereof. The parties agree that the late charge represents a fair and reasonable estimate of the costs State will incur because of late deposit. Acceptance of the late charge by State shall not constitute a waiver of Concessionaire's default for the overdue amount, nor prevent State from exercising the other rights and remedies granted under this Contract. Concessionaire shall pay the late charge as additional rent with the next monthly rent deposit.

Any amount due to State, if not deposited within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Concessionaire, nor on any amounts on which late charges are paid by Concessionaire. Payment of interest shall not excuse or cure any default by Concessionaire.

Upon written request by the Concessionaire to State demonstrating unusual or extenuating circumstances causing the late deposit, the State, in its sole discretion, may waive the late charge. Further, in the event Concessionaire is prevented from carrying on the operations contemplated herein by reason of an Act of Nature or other reasons beyond Concessionaire's control, and when requested in writing in advance by Concessionaire, Minimum Rent may be abated in proportion to the amount by which gross receipts are reduced by the occurrence for such period of reduced or non-operation, as determined at the sole discretion of State.

If this Contract is terminated by State because of Concessionaire's default, and if Concessionaire becomes liable for any deficiency in rent and/or fees by way of damages or otherwise, or if at any time during the Contract term Concessionaire ceases to conduct in the Premises the business referred to herein below, then from and after the time of the breach causing this termination, or from and after the time of the

cessation of business, all unpaid rent and/or fees prior to the breach causing termination or cessation of business shall become due and payable. The amount due shall be deemed to be the greater of: (a) the Minimum Rent provided herein, or (b) an amount based upon the average of the payments that have accrued to State as percentage rent during the twenty-four (24) months preceding the termination or cessation of business, unless the termination or cessation occurs within three (3) years of the beginning of the Contract term, in which event the previous twelve (12) (or fewer, if applicable) months shall be used as the basis of this average.

5. FACILITY MAINTENANCE/IMPROVEMENT ACCOUNT

In accordance with Section 4, Rent, Concessionaire shall establish and fund a separate interest bearing Facility Maintenance/Improvement Account. The entire sum of Concessionaire's rental payments shall be deposited each month into the FMIA.

In addition to Concessionaire, State shall be listed as a holder on the FMIA. State may independently withdraw funds from the FMIA. However, Concessionaire must obtain approval in writing by State prior to withdrawing any funds from the account.

At the beginning of each Contract Year, Concessionaire shall prepare for State an Annual Maintenance Plan (AMP) specifying all proposed park maintenance projects including all costs associated with each project. Concessionaire's AMP must be approved in writing by State. Upon State's approval, State shall authorize the release of FMIA funds to finance maintenance projects. In the event funds in the FMIA account are not sufficient to cover the costs of all the proposed maintenance projects, State shall make the determination on the projects to be deferred. Concessionaire may pre-pay for State approved facility improvements using Concessionaire's own funds, in which case, future Minimum Rent payments shall be abated in proportion to the amount expended for the pre-payment of the facility improvement.

Closure of the FMIA shall require signatures from Concessionaire and State. FMIA funds including all rental payments and interest earned shall be used only for Category I and Category II Maintenance, and emergencies as approved by State. Upon

termination of this contract, if all funds in the FMIA are not expended, the unused portion shall be returned to State within five (5) days of written notice by the State.

FMIA funds shall not be expended by Concessionaire for housekeeping activities or repairs to Concessionaire's personal property. If State determines funds have been expended by Concessionaire for purposes other than those approved in writing by State, Concessionaire shall reimburse the FMIA, including any accrued interest, within thirty (30) days written notification by State.

State may elect to receive all or part of the funds in the FMIA. Within thirty (30) days of written request by State, Concessionaire shall remit requested funds to State.

Concessionaire shall provide State with monthly statements issued by Concessionaire's financial institution holding the account. Within sixty (60) days of the conclusion of each Contract Year, Concessionaire shall provide State with an itemized statement documenting all expenditures from the FMIA for the previous Contract Year. Any account balance, including accrued interest, shall carry over to the next Contract Year.

Within thirty (30) days of Contract termination, Concessionaire shall provide State an accounting of all funds in the FMIA and Concessionaire shall pay any outstanding debt and financial obligations remaining from projects related to this Fund. Any remaining funds in the FMIA shall be immediately transferred to State.

6. USE OF PREMISES

The Premises shall be used by the Concessionaire for the provision of continued operation, maintenance and access for the use and enjoyment of the general public at park units located in the Desert, North Coast, and Central Coast areas of the State. Concession facilities may include, but are not limited to day use areas, campgrounds, parking, and picnic areas, as specified in **Exhibit A1 and Exhibit A2**. Development and operation of the Premises shall be conducted in accordance with all applicable State general planning principles, State Park and Recreation Commission policies and all federal, state, and local government statutes, laws, and regulations.

The Use of Premises shall be consistent with the State approved Operation Plan, as proposed by Concessionaire and modified by State, as is reasonable and necessary

to meet the intention of the State for this concession operation and the mission of the Department. The approved Operation Plan is incorporated herein and made part of this Contract as **Exhibit C**. At a minimum, operation of Premises shall include the following:

A. Reservations:

1. All reservations made more than 48 hours prior to arrival date shall be taken by the State's statewide reservation service provider.
2. Fees shall be collected by said provider and routed to Concessionaire on a regular basis.
3. Concessionaire may offer reservations on a first-come, first-served basis for all stays occurring within 48 hours of the time of reservation. Concessionaire shall not charge an additional fee for these services.
4. Reservation requirements may be changed upon written approval by State.
5. No more than five percent (5%) of campsites may be held off the reservation system. No other campsites may be removed from the reservation system for any period of time without approval by State.
6. Concessionaire shall comply with State's reservation service contract requirements and State's reservation services rules, policies, and regulations.

B. For collection of day use fees at Gray Whale Cove State Beach, Moss Landing State Beach, and/or Zmudowski State Beach, Concessionaire may provide temporary fee collection facilities on the Premises.

C. Security: Concessionaire shall provide security personnel, as necessary, to ensure the Premises are safe for public use. At a minimum, Concessionaire shall be expected to notify public safety agencies via 911 or other means, as necessary. If Concessionaire is unable to provide security personnel, Concessionaire may negotiate a separate agreement with State that may include monthly reimbursement to State for a State Park Peace Officer for the provision of patrol and security support services.

D. Volunteers: Concessionaire may utilize volunteers, such as campground hosts to meet staffing requirements.

E. Background Check: Concessionaire will require all concession employees and volunteers in positions of special trust to undergo a background check, including references and fingerprints, to ensure that the individual has an acceptable record as a law-abiding citizen. The background check may be similar to the California Department of Justice's Live-Scan Program.

Concessionaire shall be responsible for covering all costs associated with said background checks. Any criminal offenses that have a nexus to said job should be considered as a basis for rejection from hire.

F. Concessionaire Residence: Concessionaire, hereinafter "Concessionaire Landlord," may occupy available housing to be utilized as a residence for Concessionaire agent or employee of Concessionaire, hereinafter "Tenant," on a month-to-month basis only, upon written approval by the State and execution of a separate written Tenant Agreement between Tenant and Concessionaire Landlord, a sample of which is attached hereto as **Exhibit H**. For purposes of the Tenant Agreement, Concessionaire Landlord shall act as State's agent. In the event Concessionaire Landlord does not act, Concessionaire shall indemnify State to act. Tenant shall maintain the site and areas in, on, or adjacent to the site to a distance of not less than ten (10) feet and Tenant's personal property and equipment on such premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or unsightly obstructions of any kind. Tenant shall remedy without delay, upon seventy-two (72) hours of written notice by Concessionaire Landlord or State, any defective, dangerous, or unsanitary conditions. Further, all occupants of said site shall comply with all State Parks policies, rules, and regulations, and shall behave in a professional and courteous manner at all times. Tenant shall be entitled to quiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident or park visitor. Violations may result in termination of the residency rights provided herein. Upon

sixty (60) days written notice by Concessionaire Landlord or State, Tenant shall vacate the site, remove all personal belongings, and completely restore the site to its original condition as of the execution date of Tenant agreement. Upon Tenant's failure to vacate the site, Concessionaire Landlord or State shall exercise all its rights and remedies it may have at law including but not limited to removal of Tenant's personal property by the State.

G. Upon written permission by State, Concessionaire may improve the Premises by constructing and operating park related facilities that are in compliance with the park's general plan. These facilities shall not adversely affect the use and enjoyment of the Premises by the public.

H. Upon written permission by State, Concessionaire may adopt rules and regulations for the use and enjoyment of the Premises by the public, including special events. Any such rules and regulations adopted by Concessionaire shall conform to and be consistent with the rules and regulations adopted by State and generally applicable to the California State Park system.

I. Hours of Operation:

1. Concession day use services shall be provided between sunrise and one hour after sunset and shall be open a minimum of 80 days per year, four (4) days per week, between Memorial Day Weekend and Labor Day and a minimum of three (3) weekends before and after this period.
2. Campgrounds must be staffed a minimum of seven (7) days per week from Memorial Day Weekend through Labor Day, between the hours of 7:00 AM to Midnight.

In the event State deems the hours of operation inadequate for proper service to the public, State may require Concessionaire to adjust the days and/or hours of operation to a schedule provided by State. Concessionaire may remain open on other dates, observing same (or longer) hours, at Concessionaire's discretion with the concurrence of State. In the event of adverse weather or other operating conditions, State may permit the concession to reduce operating hours or close at any time during the term of this Contract. Concessionaire shall not use or permit the Premises to be

used in whole or in part during the term of this Contract for any purpose other than as herein set forth without the prior written consent of the State.

J. The State reserves the right to grant additional leases, easements, or other right of entry permits to third parties that do not unreasonably conflict with Concession operations.

7. **BONDS**

A. All bonds required under this Contract must be in a form satisfactory to State, issued by a corporate surety licensed to transact surety business in the State of California.

B. **Performance Bond**: Concessionaire, at Concessionaire's own cost and expense, agrees to obtain and deliver to State, prior to the commencement date of this Contract and prior to entering the Premises, and shall maintain in force throughout the term of this Contract, a valid Performance Bond (which may be renewed annually) in the sum of one year of Minimum Annual Rent payable to the State. This bond shall insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this Contract inclusive of, but not restricted to, the payment of all rentals, fees, and charges and prompt performance of and/or payment for all maintenance obligations. In lieu of a bond, the Concessionaire may substitute another financial instrument (such as an Irrevocable Standby Letter of Credit), which must be sufficiently secure and acceptable to State. At least thirty (30) days prior to the expiration or termination of said bond or acceptable financial instrument, a signed endorsement or certificate showing that said bond or financial instrument has been renewed or extended shall be filed with the State. Within 15 days of State's request, Concessionaire shall furnish State with a signed and complete copy of the valid bond or financial instrument.

Beginning with Contract Year Six (6), and on the first day of every fifth Contract Year thereafter, the required bond amount shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure identified as **Exhibit B**.

C. Concessionaire acknowledges that allowing the Performance Bond or other security instrument(s) to expire or otherwise terminate and/or allowing the total secured amount to fall below the security required herein will cause State to incur costs and significant risks not contemplated by this Contract, the exact amount of which will be difficult to ascertain. These costs include, but are not limited to, administrative costs and other expenses necessary to ensure continued performance of services for the public and protection of the Premises. Accordingly, if Concessionaire allows the Performance Bond or other security instrument to expire or otherwise terminate and/or allows the total secured amount to fall below the security required pursuant to this Contract, Concessionaire shall pay to State an amount equal to five percent (5%) of the required security or five hundred dollars (\$500), whichever is greater. The parties agree that this charge represents a fair and reasonable estimate of the costs State will incur. Acceptance of this charge by State shall not constitute a waiver of Concessionaire's default, nor prevent State from exercising the other rights and remedies available to it under this Contract or applicable law, including the right to terminate this Contract and seek the payment of damages.

_____ **[Initials of concessionaire(s)]**

8. INSURANCE

A. Concessionaire shall provide before entering the Premises and shall maintain in force throughout the term of this Contract the following insurance:

- 1) Commercial General Liability Insurance: Concessionaire shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal and advertising injury.
- 2) Liquor Liability: Where alcohol sales are permitted, Concessionaire shall include liquor liability with limits no less than \$1,000,000.

3) Automobile Liability: Concessionaire shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of motor vehicles including owned, hired and non-owned motor vehicles used by Concessionaire in the conduct of business under this Contract.

4) Workers' Compensation Insurance: Concessionaire shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Contract. Employer's liability limits of \$1,000,000 are required.

5) Accident Insurance: If Concessionaire utilizes volunteers other than California State Parks volunteers, Concessionaire shall require each volunteer to sign a liability waiver or maintain accident insurance for volunteers. Such liability waiver is subject to the State's approval and shall release State, its officers, employees, and agents from any liability resulting from any claim associated with volunteer activities.

6) Property Insurance: Concessionaire shall provide property coverage for damage caused by fire, vandalism or natural disaster with limits based on the estimated replacement value of facilities occupied by Concessionaire.

B. In the event of destruction, loss, or damage by fire or other cause of any of the State-owned buildings, improvements, or fixtures located on the Premises that the State determines (1) to be essential to the continued operation of the Contract and (2) cannot be repaired within one-hundred-eighty (180) days of the occurrence, the State may terminate this Contract. A decision by the State to terminate the Contract under this provision shall be communicated in writing to Concessionaire as soon as practicable. If the Contract is so terminated, State shall be entitled to the proceeds payable under any applicable insurance policies pertaining to the loss as its interest may appear. Receipt of such proceeds by State shall be in addition to the right of State to pursue whatever other remedies it may have to recover any losses due to the occurrence. If the State determines not to terminate the Contract, then, in State's discretion, any buildings,

improvements, or fixtures built in replacement of any damaged or destroyed property shall be subject to the terms and provisions of this Contract as if they had existed at the onset. In no event shall the provisions of this Section be deemed or construed to relieve Concessionaire from the requirement to repair or replace any damaged or destroyed property except as specifically excepted by express terms of this Contract.

C. Each policy of liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Concessionaire's limit of liability. The policy must include the State of California, Department of Parks and Recreation, its officers, agents, employees and servants as additional insured. This endorsement must be supplied under form acceptable to State.

Any subcontractors shall be included under Concessionaire's policy or provide evidence of coverage equal to limits and policies required of Concessionaire

D. Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to State. In the event Concessionaire fails to keep in effect at all times the specified insurance coverage, State may, in addition to other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

E. Each policy shall be underwritten to the satisfaction of the State. Concessionaire shall submit to State a signed and complete certificate of insurance with all endorsements required by this Section, showing to the satisfaction of State that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Concessionaire shall furnish State with a signed and complete copy of the required policy.

9. ALCOHOLIC BEVERAGES

Notwithstanding anything to the contrary, the sale of liquor, beer, or other alcoholic beverages on the Premises is expressly prohibited. Exception to this restriction may be allowed through the special event permit process, as approved by State.

10. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

- A. Facility Development: If Concessionaire desires to construct new facilities, Concessionaire shall submit a Facility Improvement Plan to State for State's review and approval. At Concessionaire's sole cost and expense, Concessionaire shall be responsible for the scheduling and securing of all environmental permits, design, construction permits, construction, construction mitigation measures, completion, and installation of facility improvements, décor, equipment, fixtures, and furnishings. Implementation of the Plan shall be in accordance with State's Guidelines for Construction Completion of Improvements, as provided by State and which may be updated from time to time, and generally as follows:
- 1) Plan Amendment: Concessionaire shall meet with State within 14 days of contract execution to review the implementation plan and modify as reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department.
 - 2) Schematic Design: Within four (4) weeks of contract execution, Concessionaire shall provide to State for its review and approval a Schematic Design. The State shall not unreasonably withhold such approval. The objective of the Schematic Design is to clearly define the Facility Improvement Plan and should include a site plan, building floor plans, all building elevations, outline specification, and any additional detailed specifications necessary to describe project work, floor area usage, Critical Path Method (CPM) or Gantt-type chart construction schedule, and Preliminary Statement of Probable Construction Cost. In developing such materials, Concessionaire shall consider the Project Evaluation Form provided by State to evaluate environmental permit requirements. If the State disapproves any element of the program statement, Concessionaire shall promptly submit to State all necessary modifications and revisions.

3) Design Development: Within four (4) weeks of State's approval of Concessionaire's Schematic Design, Concessionaire shall submit the Design Development for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Design Development is to define and describe all the important aspects of the Facility Improvement Plan and should include the necessary details of each element of the Schematic Design to adequately convey key conditions of major improvements. In addition, the Design Development should include Reflected Ceiling Plans, Schedules, Structural Requirements, Plumbing, Mechanical, and Electrical Plans, Food Service Requirements, Color Boards, Material and Systems Specifications, and an updated construction schedule and Preliminary Statement of Probable Construction Cost. If the State disapproves any element of the Design Development, Concessionaire shall promptly submit necessary modifications and revisions.

4) Working Drawings: Within four (4) weeks of State's approval of Concessionaire's Design Development, Concessionaire shall submit Working Drawings for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Working Drawings is to set forth in detail the requirements for construction of the Facility Development Plan including bidding and contracting. At a minimum, the drawings should include all Design Development elements plus: complete documentation of quantities, qualities, and relationships of all work required to construct the Facility Improvement Plan; documentation of decisions made in the Design Development phase; all documentation needed for obtaining regulatory and State approvals; construction schedule; and the final Statement of Probable Construction Cost. If the State disapproves any drawings, plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions. No changes or alterations shall be made to the approved Working Drawings without prior written approval of State.

B. Use of Consultants: Concessionaire shall employ licensed Contractor(s) in the completion of all required construction work. Additionally, Concessionaire shall utilize professional contractors and consultants, including architects(s) and engineer(s), acting in accordance with the latest American Institute of Architects' standards of practice to develop comprehensive construction plans, including schematic design plans, design development plans, and working drawings, and to conduct independent inspections and monitoring of all construction.

Concessionaire agrees to select contractors and consultants who are licensed to practice in the State of California and are acceptable to the State. However, in no event shall State be deemed to have control of or be responsible for Concessionaire's final hiring decisions, the day-to-day management of the project, or administration of contracts with contractors or consultants. Contracts between Concessionaire and any contractor or consultant must be approved in writing by State in advance of execution by Concessionaire.

C. Permits: At its sole cost and expense, including mitigation costs, Concessionaire shall obtain all permits, licenses, and other approvals necessary for the construction and completion of the Facility Improvement Plan. Such permits and approvals may include, but are not limited to, those required under the California Environmental Quality Act (CEQA), Public Resources Code 5024, County Health Department, California Coastal Act, California Building Code, and State Fire Marshal. All plans must comply with the Americans with Disabilities Act of 1990 (ADA) and require certification from the State's Accessibility Section in accordance with Contract Section 39, Disability Access Laws. Concessionaire shall reimburse State for all costs incurred by State on behalf of Concessionaire in association with acquisition of said permits. State will produce records of such costs for review by Concessionaire on a monthly basis. The State shall cooperate with Concessionaire with respect to securing said permits including the execution of documents required by a governmental authority to be initiated by State. In the event Concessionaire, having exercised all due diligence in applying for and seeking all approvals,

cannot secure all required permits within two (2) years from
Concessionaire's taking possession of the premises, the State shall have
the option to terminate this Contract

D. State Approval/Acceptance of Plans and Work: Concessionaire shall allocate a minimum of thirty (30) days in construction schedules for each required review by State. Concessionaire shall reimburse State for all professional services, including but not limited to architectural, engineering, construction monitoring, inspection, plan review and approval. State will produce records of such costs for review by Concessionaire on a monthly basis. State's approval of the work and plans shall be for the purpose of determining that such work conforms in scope and quality to State's policies and standards, and in no way shall relieve Concessionaire or its contractors or subcontractors of the responsibility to perform and complete the work (1) in accordance with generally accepted industry standards, (2) faithfully adhering to the approved plans, specifications, and drawings, and (3) in accordance with all applicable codes, laws, regulations, or other requirements, including but not limited to, the standards contained in this Contract. Permission to start construction will not be granted until all required permits and approvals have been secured.

E. Alterations: It is the intent of this Contract and the contracting parties that the concession facilities contemplated herein shall not only be constructed in accordance with the requirements herein, but in coordination with State's development of the unit. The State, in its discretion after consultation with Concessionaire, may alter the Facility Improvement Plan and Working Drawings and construction schedule, and/or the construction timeline to agree with its schedule of development for the unit. Any changes to the timeline shall not be earlier than the dates set forth in the Working Drawings, as approved by State, except with concurrence of Concessionaire.

F. Completion of Improvements: Upon State approval of the Working Drawings and receipt of all required permits, licenses, and other approvals, Concessionaire shall commence construction to the facility as described herein, and prosecute the same to completion with all due diligence and within **four (4)**

months. Such time shall be extended as reasonably necessary in the event of delays caused by fire, earthquakes, wars, strikes, adverse weather, or other calamity beyond Concessionaire's control. Concessionaire shall hold monthly or more frequent status meetings throughout the period of construction, which shall include representatives of the general contractor, appropriate subcontractors, a representative of Concessionaire, and a representative of the State.

Upon completion of construction, Concessionaire shall have work inspected by the Accessibility Section for compliance with the ADA. (1) file a Notice of Completion of Construction in County within which work was executed, and identify State as recipient of recorded document; (2) secure Certificate of Occupancy if required by State Fire Marshal; (3) provide State with a complete set of "as-built" plans and updated specifications for all improvements in a format acceptable to State; (4) submit evidence that all improvements are clear of any mechanic's liens; (5) have work certified by a licensed architect or engineer to be in compliance with the Working Drawings as approved by State and all applicable building or other laws, codes, or regulations; (6) secure sign-off for CEQA compliance; (7) have work inspected by the Accessibility Section for compliance with ADA and (8) submit an account of the cost for all facility improvements, excluding equipment and trade fixtures that are the personal property of Concessionaire.

The cost accounting as required by item (8) above shall include cost statements and substantiating invoices for all project expenses including labor and materials. After such accounting has been examined by State, State in its sole discretion will establish in a reasonable and fair manner the cost of facilities and improvements for the purposes of evaluating Concessionaire's compliance with the facility development expenditure requirements of this Contract. In the event such accounting is not filed by Concessionaire at the time specified, State shall estimate the cost of the project and serve notice of same on Concessionaire in the manner provided herein.

11. CONTRACT NOTICE

Any notices required to be given or that may be given by either party to the other shall be deemed to have been given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

Concessionaire at: CT-ConcessionaireName
 CT-ConcessionContactAddress
 CT-ConcessionCityState CT-ConcessionZip
 CT-ConcessionairePhone

State at: Department of Parks and Recreation
 Concessions, Reservations & Fees Division
 P.O. Box 942896
 Sacramento, California 94296-0001
 916-653-7733

The address to which notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, but nothing in this Section shall preclude the giving of any such notice by personal service.

12. RECORDS AND REPORTS

Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this Contract in a manner that conforms to industry standards and practices and in a manner acceptable to State. Concessionaire shall keep all records for a period of at least four years.

In accordance with Public Resources Code Section 5080.18(b), copies of all sales and use tax returns submitted by Concessionaire to the California State Board of Equalization, the Employment Development Department, the Franchise Tax Board, or any other governmental agency shall be concurrently submitted to State.

In accordance with Public Resources Code Section 5080.18(c), State shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records and returns. Concessionaire hereby agrees to make all such records, books, and tax returns available to State upon State's request therefor.

Concessionaire further agrees to allow interviews of any employees who might reasonably have information related to such records.

Concessionaire will submit to State, no later than May 1st of each year during the term of this Contract, a verified profit and loss statement for the previous calendar year. Such statement shall be submitted on Form DPR 86, Concessionaire's Financial Statement, attached hereto as **Exhibit E**, or in a format previously approved by the State, and shall contain an appropriate certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly reported to the State. Within forty-five (45) days of the expiration or termination of this Contract, Concessionaire shall submit to the State a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

On or before the fifteenth (15th) day of each month, Concessionaire shall furnish to State a visitor attendance report. Such report shall be submitted on Form DPR 449, Monthly Visitor Attendance Report, attached hereto as **Exhibit K** and shall include a reasonable monthly estimate of the number of visitors and vehicles to Premises.

Semi-annually, Concessionaire shall provide State with a report of Concessionaire's participation in interpretive programs and activities. Such report shall be submitted on Form DPR 918, Semi-Annual Interpretive Summary, attached hereto as **Exhibit L**.

Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the State, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-resettable and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the State upon State's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

13. GROSS RECEIPTS

The term "gross receipts," wherever used in this Contract, is intended to and shall mean all moneys, property, or any other thing of value received by or owed to

Concessionaire and any sub-concessionaire or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Contract, or that associates with or implies an endorsement by State, all without deduction. The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

Reservation deposits shall not be included in gross receipts until the services related to the deposit have been rendered by Concessionaire or the reservation has been canceled and the deposit has been retained by Concessionaire in accordance with the deposit policy as approved in advance and in writing by the State. Such advance deposits shall be retained in an interest-bearing joint trust account. All earned interest, including interest earned on a reservation deposit, shall be included in gross receipts for the month such earned interest is reported to Concessionaire.

14. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES

Concessionaire shall staff, operate, manage, and provide all goods, services, and facilities offered in a first-class manner and comparable to other high quality concessions providing similar facilities and services. State reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety and/or to ensure that the public receives, in the State's view, fair pricing, proper service, and appropriate quality. State reserves the right to prohibit the sale or use of non-recyclable containers or plastics.

Concessionaire may charge camping and day use fees consistent with State's fees. Rates and fees must be approved in writing by State.

Any increased rates or charges to park visitors proposed by Concessionaire following contract approval shall be submitted in writing for the State's approval. Rate increases may not be imposed retroactively.

A competent person shall be on the premises at all times while the concession is in operation. If the on-site manager is other than the Concessionaire, State reserves the right to approve such manager.

15. PERFORMANCE EVALUATIONS AND INSPECTION

As part of its administration of this Contract, State will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. A Concessionaire Performance Rating (DPR Form 531) attached hereto as **Exhibit F**, or other similar format(s) as may be adopted by the State will be utilized for evaluation purposes. State further reserves the right of ingress and egress without notice to inspect concession operations for the purposes of evaluating Concessionaire's performance of the terms and conditions of this Contract; to inspect, investigate, and/or survey the Premises; and to do any work thereon of any nature necessary for preservation, maintenance, and operation of the State Park System. Concessionaire agrees to cooperate with State in all respects related to the implementation of State's Concession Performance Evaluation program and with State's activities on the Premises. State shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of State's entry in the Premises as provided herein, except damage resulting from the active negligence or willful misconduct of State or its authorized representatives.

16. HOLD HARMLESS AGREEMENT

Concessionaire hereby waives all claims and recourse against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the State, its officers, agents, or employees. Concessionaire shall protect, indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorneys fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of

the Premises property described herein and compliance with all laws, including but not limited to the Americans With Disabilities Act of 1990 as provided for herein, except for liability arising out of, and to the extent of, the sole gross negligence or willful misconduct of State, its officers, agents, or employees or other wrongful acts for which the State is found liable by a court of competent jurisdiction.

17. TAXES

A. By signing this Contract, Concessionaire acknowledges that occupancy interest and rights to do business on state property being offered Concessionaire by this Contract may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Concessionaire to liability for the payment of property taxes levied on such possessory interest.

B. Concessionaire agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this Contract, or any possessory right that Concessionaire may have in or to the premises covered hereby, or the improvements thereon by reason of Concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Concessionaire in or about the Premises.

18. MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS

In the event that Concessionaire desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, required accessibility barrier removal work, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively Alteration(s)), the approval in writing of State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process.

The Premises as shown on **Exhibit A** include a state historic facility, as defined in Public Resources Code Section 5024. No alteration, modifications, demolition, or

construction, other than those which may be outlined herein, may be commenced without prior written approval from State in accordance with Public Resources Code Section 5024.5.

Once any Alteration has been approved by State and the work has begun, Concessionaire shall, with reasonable diligence, prosecute to completion all approved Alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to State as required herein, and shall comply with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of Concessionaire, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary for the construction of approved Alterations.

Title to all Alterations and improvements existing or hereafter erected on the Premises, regardless of who constructs such improvements, shall immediately become State's property and, at the end of the Term, shall remain on the Premises without compensation to Concessionaire. Concessionaire agrees never to assail, contest, or resist title to the Alterations and improvements. The foregoing notwithstanding, State may elect, by notice to Concessionaire, that Concessionaire must remove any Alterations that are peculiar to Concessionaire's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, Concessionaire shall bear the cost of restoring the Premises to its condition prior to the installment of the Alterations.

19. PERSONAL PROPERTY

Except to the extent covered by Section 18, Modifications, Additions, Title to Improvements, title to all personal property provided by Concessionaire shall remain in Concessionaire. Concessionaire shall not attach any personal property to any building without first obtaining State's written approval. Unless approved in writing by State, all property attached to real property will be considered a real property improvement and shall become property of State at the time this Contract is terminated.

20. HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL

During the term of this Contract, Concessionaire shall maintain and operate the Premises and areas in, on, or adjacent to a distance of not less than fifty (50) feet, including personal property and equipment, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

A. Housekeeping: Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing, hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks. Concession housekeeping shall conform to California State Park standards.

B. Maintenance and Repairs: Concessionaire shall maintain all concession facilities and personal property and equipment on the Premises in good condition and repair at all times during the term of this Contract. Such maintenance shall conform to State Park standards. For the purposes of this Contract, the term “maintenance” is defined as all repair and preservation work necessary to maintain concession facilities and personal property and equipment in a good state of repair, as well as to preserve them for their intended purpose for an optimum useful life.

Pest inspections shall be performed annually. Concessionaire will remedy all pest infestations in a timely manner. Concessionaire shall provide to State copies of all pest inspection reports or other professional assessments of the condition of the facilities.

Should Concessionaire fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for Concessionaire. In this event, Concessionaire shall promptly reimburse State for the cost thereof provided that State shall first give Concessionaire ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or

maintain any improvements on the Premises. Concessionaire hereby expressly waives the right to make repairs at the expense of State and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Contract.

C. Removal and Restoration: At the expiration or sooner termination of this Contract, Concessionaire at its own expense shall remove all personal property brought onto the Premises by Concessionaire. Concessionaire, at Concessionaire's expense, shall restore and repair the Premises, and any of Concessionaire's improvements or fixtures remaining thereon, to a good, clean, safe, and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the Premises.

21. UTILITIES AND SERVICES

Concessionaire shall be responsible for all costs associated with the installation, service, and provision of all utilities necessary to and used in connection with the Premises, including but not limited to, electricity, propane, gas, and sewage disposal. When installing facilities, no trees shall be trimmed or cut without permission of State. Removal and disposal of all rubbish, refuse, and garbage resulting from concession's operations shall be the Concessionaire's responsibility and shall be disposed of outside the park unit and in accordance with applicable laws and local ordinances. All trash containers and/or trash bins shall be adequately screened to the satisfaction of State.

22. RESOURCE CONSERVATION

A. Environmental Conservation Program: Concessionaire shall set a positive example in waste management and environmental awareness that shall lead to preservation of the resources of the State. Accordingly, Concessionaire shall prepare and execute a program, subject to the prior written approval of the State, designed to reduce environmental impacts that result from concession operations. This program shall address, but not be limited to: solid waste management, including reduction, reuse and recycling; water and energy

conservation, pest management, grease removal and disposal, hazardous materials handling and storage, and air quality. Specifically, the program must include the following:

1) Recycling and Beverage Container Programs: The Concessionaire shall implement a source reduction and recycling program designed to minimize concession and patron use of disposable products, per Public Contract Codes Sections 12161 and 12200 et seq. Reusable and recyclable products are preferred over "throwaways." Where disposable products are needed, products that have the least impact on the environment will be selected. No Styrofoam containers or other non-biodegradable containers are to be used or sold by Concessionaire. The use of "post-consumer" recycled products is encouraged wherever possible.

The Concessionaire shall participate in the California beverage container redemption/recycling program. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. At the start of each Contract Year, Concessionaire and State shall review items sold, and containers or utensils used or dispensed by Concessionaire, and, whenever possible, eliminate the use of non-returnable or non-recyclable containers or plastics.

2) Water and Energy Conservation: The Concessionaire shall implement water and energy conservation measures. As new technologies are developed, Concessionaire shall explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, and/or reduced impacts on the environment.

3) Erosion Control/Water Quality/Environmental Sensitivity: The Concessionaire shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including, but not limited to, erosion control, water quality and environmental sensitivity standards.

B. Air and Water Pollution Violation: Under State laws, Concessionaire shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

23. NATURAL AND CULTURAL RESOURCES

State shall continue to lead the natural resource program and cultural resource program as it has the responsibility for the stewardship of natural and cultural resources under the Public Resources Code and other applicable constitutional and statutory requirements. State shall continue to be the lead agency for California Environmental Quality Act (CEQA) and PRC 5024 review of all natural and cultural resource management projects, including vegetation, wildlife, maintenance of trails, historic buildings and structures, and all ground disturbing projects, and other resource stewardship requirements. Concessionaire shall work along with State and other agencies, such as Cal Fire, to adhere to wildlife management and fire and suppression plans for the park.

Concessionaire shall support and follow the natural and cultural resource management policies listed in the park's General Plan and partner with State on appropriate resource management projects with oversight provided by the appropriate State staff, specifically Environmental Scientists, State Historians, and State Archaeologists. This capacity may be enhanced through Concessionaire partnerships with the local non-profit natural resource stewards, which has been a valuable partner in sustaining the ecological health of the park. All natural and cultural resources work in the park and requests for external funding for the management or restoration of natural or cultural resources in the park shall be subject to the management and approval of State.

Concessionaire agrees to provide access to State Park employees, contractors, or cooperators to carry out State's responsibilities as a landowner and manager, including any associated preparation or follow-up activities.

Concessionaire must adhere to all natural and cultural resource regulations as mandated by local, state, and federal laws. These include the Federal and State Endangered Species Acts, National Environmental Policy Act, National Historic Preservation Act, and the California Environmental Quality Act.

24. HAZARDOUS SUBSTANCES

- A. Use of Premises: On the Premises, Concessionaire shall not:
- 1) Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
 - 2) Carry-on any offensive or dangerous trade, business, or occupation;
 - 3) Use or operate any machinery or apparatus that shall injure the premises or adjacent buildings in any way; or
 - 4) Do anything other than is provided for in this Contract.
 - 5) Nothing in this Section shall preclude Concessionaire from bringing, keeping, or using on or about said premises such materials, supplies, equipment, and machinery as is appropriate or customary in carrying-on Concessionaire's business.
 - 6) Gasoline, oil, and other materials considered under law or otherwise to be hazardous to public health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.
- B. Storage of Hazardous Materials: Concessionaire shall comply with all applicable laws and best practices pertaining to the use, storage, transportation, and disposal of hazardous substances. Concessionaire shall protect, indemnify, defend, and hold harmless the State or any of its affiliates, successors, principals, employees, or agents against any liability, cost, or expense, including attorney's fees and court costs, arising from illegal use, storage, transportation,

or disposal of any hazardous substance, including any petroleum derivative, by Concessionaire. Where Concessionaire is found to be in breach of this provision due to the issuance of a government order directing Concessionaire to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by Concessionaire or any person acting under Concessionaire's direct control or authority, Concessionaire shall be responsible for all cost and expense of complying with such order, including any and all expenses imposed on or incurred by the State in connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming Concessionaire, or Concessionaire incurs any liability during or after the term of the Contract in connection with contamination that preexisted the Concessionaire's obligations and occupancy under this Contract or prior contracts, or that were not directly caused by Concessionaire, the State shall be solely responsible as between Concessionaire and the State for all expenses and efforts in connection therewith, and State shall reimburse Concessionaire for all reasonable expenses actually incurred by Concessionaire therewith.

C. Certification: Upon termination of this Contract, when requested by State, Concessionaire shall provide certification prepared by a Certified Industrial Hygienist that there is no hazardous waste contamination and/or damage to the Premises.

D. Pest Control Activities: All pest control activities, chemical and non-chemical, shall be approved by the State prior to action by the Concessionaire. Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a DPR 191, Pest Control Recommendation, Exhibit J, attached hereto and made a part of this contract (or equivalent), to the State for approval. The State has fourteen (14) days to approve or deny the request. Such approval shall be solely for compliance with State's policies and in no way shall relieve Concessionaire or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities and from carrying out the work in a workmanlike manner.

Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, Pest Control Recommendation (or equivalent information).

25. EQUIPMENT

Concessionaire, at Concessionaire's own expense, shall completely equip the concession improvements described herein and shall keep the same equipped in a safe and first-class manner throughout the term of this Contract.

26. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, circulated, or published, including electronically or on the internet, without prior written consent of the State and only consistent with the purposes of the Contract.

27. PHOTOGRAPHY

State may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary business of Concessionaire. Such permits shall not be deemed to be a competitive activity with regard to Concessionaire's rights to possession and operation under this Contract.

28. INTELLECTUAL PROPERTY RIGHTS

A. Any names, logos, and/or trademarks developed during and/or pursuant to this Contract that will in any way associate with, identify, or implicate an affiliation with California State Parks shall be approved by State, but, whether or not so approved, shall be deemed to have been developed pursuant to this Contract and licensed hereunder to Concessionaire for the term of this Contract only; shall belong to State upon creation; and shall continue in State's exclusive ownership

upon termination of this Contract, and all goodwill and other rights in said marks shall inure to the benefit of the State as the mark owner. Further, any original works of authorship in which copyright resides, and any other proprietary rights, including without limitation trade secrets and know-how, which are developed during and/or pursuant to this Contract, shall be deemed to be works made for hire in consideration of Concessionaire's rights and benefits hereunder, or alternatively Concessionaire agrees to assign such copyrights to the State, and shall be owned by the State; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this Contract. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this Contract. Further, Concessionaire shall deliver to the State upon request the electronic media that contain the design or other such files containing such information. Drawings and Project Manuals shall be provided in electronic format using industry standard software and in compliance with State's Guidelines for Construction and Completion of Improvements. Concessionaire intends and agrees to assign to State all right, title, and interest in and to such materials, as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

B. Concessionaire warrants that it has the full right, power, and authority over and is the sole exclusive owner of all tangible and intangible property deliverable to State in connection with this Contract and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlement, encumbrances, or security interests.

C. Concessionaire agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (i) obtaining State's prior written permission, and (ii) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display and distribute any such prior works for any purpose whatsoever.

D. Concessionaire further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. Concessionaire agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights, or any other statutory protection in such work product, including an assignment of copyright, in all deliverables. Concessionaire further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

F. The State hereby grants Concessionaire, and Concessionaire hereby accepts non-exclusive, non-assignable permission to use certain trademarks hereinafter referred to "Mark" (such as the California State Parks Logo), created and owned by the State, in accordance with **Exhibit G**, License/Permission for use of Trademarks, attached hereto and made part of this Contract and the following terms and conditions:

- 1) Any use of Mark is subject to advance review and approval by State's Representative or designee.
- 2) One copy of any published work or product using the Mark must be provided to State.
- 3) Concessionaire shall not modify or alter the Mark in any way without prior written approval from State.
- 4) A record of each authorized Concessionaire use of the Mark shall be maintained by the District Superintendent or designee.
- 5) State reserves right to terminate Concessionaire's permission to use Mark due to unauthorized use of the Mark, whereupon all rights granted herein shall revert immediately to State.

E. Concessionaire, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder or use of Mark by Concessionaire. Concessionaire shall pay all costs, expenses, losses and

damages, judgments and claims including reasonable attorney's fees, expert witness fees and other costs.

29. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

Concessionaire acknowledges that the State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public, and Concessionaire agrees to participate in this program in the manner described below without compensation from the State for such cooperation. Any programs established following execution of the contract will be implemented upon mutual consent by Concessionaire and State.

A. Concessionaire agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.

B. Concessionaire agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.

Concessionaire agrees to rent or sell, along with all other items of merchandise that are part of the Concessionaire's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Concessionaire is authorized to sell or rent it under the terms of the Contract, and the Concessionaire receives reasonable compensation for its sale.

30. DEFAULT BY CONCESSIONAIRE

A. Defaults: The occurrence of any one of the following shall constitute a default and breach of this Contract by Concessionaire:

1) Failure to Pay Rent: Any failure of Concessionaire to make timely rent deposits due into the FMIA or any other monetary sums required to be paid hereunder where such failure continues for a period of ten (10) consecutive days after such sums are due.

2) Absence from Premises: Any complete absence by Concessionaire or its agents and employees from the Premises for thirty

(30) consecutive days or longer. The Premises shall be deemed abandoned after State has followed the procedures set forth in Civil Code Section 1951.3.

3) Nuisance: Should Concessionaire create or allow to be created a nuisance on the Premises, State may declare an immediate event of default and enter upon and take possession and/or demand an assignment of the right to operate the Premises without notice to Concessionaire. For the purpose of this paragraph, "nuisance" consists of an egregious activity that threatens the health, welfare, and safety of the public. Concessionaire shall immediately vacate the Premises and remove all personal property within thirty (30) days after State's declaration of default.

4) Failure to Observe Other Provisions: Any failure by Concessionaire to observe or perform another provision of this Contract where such failure continues for twenty (20) consecutive days after written notice thereof by State to Concessionaire; this notice shall be deemed to be the notice required under California Code of Civil Procedure Section 1161. However, if the nature of Concessionaire's default is such that it cannot reasonably be cured within the twenty (20) day period, Concessionaire shall not be deemed to be in default if it is determined at the sole discretion of State that Concessionaire has commenced such cure within the twenty (20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of State.

5) Involuntary Assignments, Bankruptcy: State and Concessionaire agree that neither this Contract nor any interest of Concessionaire hereunder in the Premises shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including, without limitation, the following: (a) transfer by testacy or intestacy; (b) assignments or arrangements for the benefit of creditors; (c) levy of a writ of attachment or execution on this Contract; (d) the appointment of a receiver with the authority to take possession of the Premises in any

proceeding or action in which Concessionaire is a party; or (e) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Concessionaire and State shall have the right to elect to take immediate possession of the Premises, to terminate this Contract and/or invoke other appropriate remedies as set forth below, in which case this Contract shall not be treated as an asset of Concessionaire.

B. Notices of Default: Notices of default shall specify the alleged default and the applicable contract provision and shall demand that Concessionaire perform the provisions of this Contract within the applicable time period or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Contract unless State specifically so states in the notice.

31. STATE'S REMEDIES

In the event of default by Concessionaire, State shall have the following remedies. These remedies are not exclusive; they are cumulative and are in addition to any other right or remedy of State at law or in equity.

A. Collection of Rent: In any case where State has a cause of action for damages, State shall have the privilege of splitting the cause to permit the institution of a separate suit for rent due hereunder, and neither institution of any suit, nor the subsequent entry of judgment shall bar State from bringing another suit for rent; it being the purpose of this provision to provide that the forbearance on the part of State in any suit or entry of judgment for any part of the rent reserved under this Contract, to sue for, or to include in, any suit and judgment the rent then due, shall not serve as defense against, nor prejudice a subsequent action for, rent or other obligations due under the Contract. The claims for rent may be regarded by State, if it so elects, as separate claims capable of being assigned separately.

B. Maintain Contract in Effect: The State has the remedy described in California Civil Code 1951.4 (lessor may continue lease in effect after lessee's breach or abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). The following do not constitute a termination of the Concessionaire's right to possession: (1) Acts of maintenance or preservation or efforts to relet the Premises; (2) The appointment of a receiver upon initiative of the State to protect State's interests under the Contract; (3) Withholding consent to a subletting or assignment so long as such consent is not unreasonably withheld.

C. Continued Performance: At State's option, Concessionaire shall continue with its responsibilities under this Contract during any dispute.

D. Termination of Concessionaire's Right to Possession: Upon an event of default, State may terminate Concessionaire's right to possession of the Premises at any time by written notice to Concessionaire. In the absence of such written notice from State, no act by State, including, but not limited to, acts of maintenance, efforts to relet and/or assign rights to possession of the Premises, or the appointment of a receiver on State's initiative to protect State's interest under this Contract shall constitute an acceptance of Concessionaire's surrender of the Premises, or constitute a termination of this Contract or of Concessionaire's right to possession of the Premises. Upon such termination, State has the right to recover from Concessionaire:

- 1) the worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Contract;
- 2) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Contract until the time of the award exceeds the amount of loss of rent that Concessionaire proves could have reasonably been avoided;
- 3) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Concessionaire proves could have been reasonably avoided; and

4) any other amount necessary to compensate State for all the detriment proximately caused by Concessionaire's failure to perform its obligations under this Contract, which, without limiting the generality of the foregoing, includes any cost and expenses incurred by the State in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new concessionaire, in making any repairs or alterations to the Premises necessary for a new concessionaire, in making any repairs or alterations to the Premises, and costs of clearing State's title of any interest of Concessionaire, commissions, attorneys' fees, architects' fees, and any other costs necessary or appropriate to make the Premises operational by a new concessionaire.

"The worth, at the time of the award," as used herein above shall be computed by allowing interest at the lesser of a rate of ten percent (10%) per annum or the maximum legal rate.

E. Assignment at State's Direction: In the event of a default by Concessionaire, when cure is not received and acknowledged by State after having provided notice of the breach as provided herein above, Concessionaire shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy, possess, and operate on and in the Premises to State's designee within thirty (30) days of receipt of written demand by State. Concessionaire shall further remove itself and its personal property from the Premises within the same time frame. Concessionaire agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of Concessionaire under the Contract shall transfer to the assignee.

Any designated assignee, as provided for herein, shall take and operate the concession under the same terms and conditions as those set forth herein, except for requirements that have already been performed and are no longer applicable. However, Concessionaire shall not be relieved of obligations

incurred. An assignment of the Contract pursuant to the terms hereof shall not cause the Contract to terminate and shall not work a merger.

F. Receiver: If Concessionaire is in default of this Contract, State shall have the right to have a receiver appointed to collect rent and conduct Concessionaire's business or to avail itself of any other pre-judgment remedy. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by State to terminate this Contract.

G. Right to Cure Concessionaire's Default: At any time after Concessionaire commits a default, State can cure the default at Concessionaire's cost. If State, at any time by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Concessionaire to State, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by State until State is reimbursed by Concessionaire. Any such sum shall be due as additional rent.

H. Personal Property of Concessionaire: In the event any personal property or trade fixtures of Concessionaire remain at the Premises after State has regained possession or after an assignment is accomplished, that property or those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.

1) State's Obligations After Default: State shall be under no obligation to observe or perform any covenant of this Contract on its part to be observed or performed that accrues after the date of any default by Concessionaire. Such nonperformance by State shall not constitute a termination of Concessionaire's right to possession nor a constructive eviction.

2) No Right of Redemption: Concessionaire hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law that allows Concessionaire any right of redemption or relief from forfeiture in the event State takes possession of the Premises by reason of any default by Concessionaire.

3) Other Relief: All monetary obligations of the Concessionaire of any kind shall be considered rent. State shall have such rights and remedies for failure to pay such monetary obligations as State would have if Concessionaire failed to pay rent due. The remedies provided in this Contract are in addition to any other remedies available to State at law, in equity, by statute, or otherwise.

4) No Buy-out: In accordance with Public Resources Code Section 5080.18 (h), where the Contract has been terminated due to a breach on the part of the Concessionaire under any terms of this Contract the State shall not be obligated to purchase any improvements made by Concessionaire or to pay the Concessionaire for said improvements before or after taking possession of the Premises.

32. DEFAULT BY STATE

State shall not be in default of the performance of any obligation required of it under this Contract unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by Concessionaire to State specifying the alleged default and the applicable contract provision giving rise to the obligation. However, if the nature of State's obligation is such that more than thirty (30) days is required for its performance, then State shall not be deemed in default if it shall commence performance within such 30-day period and thereafter diligently prosecute the same to completion.

33. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of the Contract, Concessionaire shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that Concessionaire is obligated to remove. Concessionaire shall remove all of its personal property and shall perform all restoration required by the terms of this Contract within the above stated time unless otherwise agreed to in writing.

1) Personal Property: All of Concessionaire's personal property remaining on the Premises beyond such time specified in this Section shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, or such other laws as may be enacted regarding the disposition of Concessionaires' property remaining at the Premises. Concessionaire waives all claims against State for any damage to Concessionaire resulting from State's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to State for State's costs in storing, removing, and disposing of Concessionaire's personal property or trade fixtures.

2) Failure to Surrender: If Concessionaire fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, Concessionaire shall hold State harmless for all damages resulting from Concessionaire's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if Concessionaire remains in possession of the Premises with State's express consent, such possession by Concessionaire shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. Concessionaire shall pay such rent and all other sums required to be paid hereunder monthly on or before the fifteenth day of each month. All other provisions of this Contract except those pertaining to the term shall apply to the month-to-month tenancy.

34. NO RECORDATION; QUITCLAIM

A. No Recordation: This Contract shall not be recorded.

B. Quitclaim: Concessionaire shall execute and deliver to State on the expiration or termination of this Contract immediately on State's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form or such other document as may be necessary, to remove any claim of interest of Concessionaire in and to all property belonging to the State. Should

Concessionaire fail or refuse to deliver to State a quitclaim deed or other documents as aforesaid, a written notice by State reciting the failure of the Concessionaire to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Concessionaire and all persons claiming under Concessionaire of the termination of this Contract.

35. ATTORNEY FEES

Concessionaire shall reimburse the State on demand for all reasonable attorney fees (including attorney fees incurred in any bankruptcy or administrative proceeding or in any appeal) and expenses incurred by State as a result of a breach or default under this Contract. If Concessionaire becomes the prevailing party in any legal action brought by State, Concessionaire shall be entitled to recover reasonable attorney fees and expenses incurred by Concessionaire and need not reimburse the State for any attorney fees and expenses incurred by the State.

36. EXPATRIATE CORPORATIONS

Concessionaire hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State.

37. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

Concessionaire shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Contract, including obtaining and maintaining all necessary permits and licenses. Concessionaire acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historic preservation, environmental impacts, and State building codes and regulations.

38. NONDISCRIMINATION

During the performance of this Contract, Concessionaire and its employees shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or any member of the public because of sex, sexual orientation, race, color, religious creed, marital status, need for family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, need for pregnancy disability leave, or need for reasonable accommodation. Concessionaire shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

For contracts over \$100,000 executed or amended after January 1, 2007, the Concessionaire certifies compliance with Public Contract Code Section 10295.3 concerning domestic partners.

Further, as part of compliance with the foregoing, Concessionaire and Concessionaire's employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Concessionaire or Concessionaire's employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person.

Concessionaire shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (California Code of Regulations, title 2, Section 7285.0 et seq.). Concessionaire shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Concessionaire shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this Contract.

In the event of violation of this Section, the State will have the right to terminate this Contract, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Concessionaire.

39. DISABILITIES ACCESS LAWS

Without limiting Concessionaire's responsibility under this Contract for compliance with all laws, with regard to all operations and activities that are the responsibility of Concessionaire under this Contract, Concessionaire shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 (ADA) [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)], the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which Concessionaire is responsible for operation, maintenance, construction, restoration, or renovation under this Contract, Concessionaire also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

40. DRUG-FREE WORKPLACE

Concessionaire agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21 entitled Drug-Free Workplace Certification, **Exhibit I**, attached hereto and made a part of the Contract.

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The Concessionaire, by signing this Contract, does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Concessionaire within the two-year period immediately preceding the date of this Contract because of Concessionaire's failure to

comply with a Federal Court order that Concessionaire shall comply with an order of the National Labor Relations Board.

42. CHILD SUPPORT COMPLIANCE ACT

In the event the annual gross income generated as a result of this Contract shall exceed One Hundred Thousand Dollars (\$100,000.00), Concessionaire acknowledges that:

- A. The Concessionaire recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall comply with all applicable state and federal laws provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Concessionaire to the best of its knowledge is complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

43. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official, employee in the state civil service, other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in the procuring of this Contract; (b) will be employed in the performance of this Contract without the immediate divulgence of such fact to State. In the event State determines that the employment of any such official, employee, associated person, or business entity is not compatible, Concessionaire shall terminate such employment immediately. For breaches or violation of this Section, State shall have the right both to annul this Contract without liability and, in its discretion, recover from the Concessionaire the full amount of any compensation paid to such official, employee, or business entity.

44. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same or any part thereof from being carried out.

45. WAIVER OF CONTRACT TERMS

Unless otherwise provided by this Contract, no waiver by either party at any time of any of the terms, conditions, or covenants of this Contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach 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 State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Contract shall be deemed cumulative.

46. INTERPRETATION OF CONTRACT

This Contract is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

47. DURATION OF PUBLIC FACILITIES

By entering into this Contract, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding this concession.

48. TIME OF ESSENCE

Time shall be of the essence in the performance of this Contract.

49. EMINENT DOMAIN

If, during the term of this Contract, any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to State.

50. TEMPORARY TENANCY

This tenancy is of a temporary nature and the parties to this Contract agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

51. SECTION TITLES

The Section titles in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Contract, or in any way affect this Contract.

52. CONTRACT IN COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original.

53. INDEPENDENT CONTRACTOR

In the performance of this Contract, Concessionaire and the agents and employees of Concessionaire shall act in an independent capacity and not as officers or employees or agents of the State.

54. ASSIGNMENTS AND SUBCONCESSIONS

No transfer, assignment, or corporate sale or merger by the Concessionaire that affects this Contract or any part thereof or interest therein directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer, assignment, or corporate merger or sale is first consented to in writing by State. Before State considers such

assignment, evidence must be given to State that the proposed assignee qualifies as a "best responsible bidder" under the terms of Section 5080.05 of the Public Resources Code or "best responsible person or entity submitting a proposal" under the terms of Section 5080.23 of the Public Resources Code and the Bid Prospectus or Request for Proposals under which this Contract was awarded and executed. To be effective, any such assignment must comply with applicable law including, without limitation on generality, Public Resources Code Sections 5080.20 and 5080.23.

Portions of this concession may be operated by others under a subconcession agreement with prior written consent of State under the following conditions:

- A. The subconcessionaire must be qualified.
- B. The subconcessionaire's interest shall be subordinate and in all ways subject to the terms of this contract.
- C. Concessionaire's gross receipts shall include all receipts of the subconcessionaire.

55. MODIFICATION OF CONTRACT

This concession contract contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and the Concessionaire or their successors in interest.

An amendment is required to change the Concessionaire's name as listed in this Contract upon receipt of legal documentation to support such change.

Notwithstanding any of the provisions of this Contract, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. Such written modifications or additions to this Contract shall not be effective until signed and acknowledged by the State and Concessionaire and approved in writing by the Department of General Services and the Attorney General of the State of California. The State 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.

56. UNENFORCEABLE PROVISION

In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be effected thereby.

57. APPROVAL OF CONTRACT

This Contract, amendments, modifications, or termination thereof shall not be effective until approved by Department of General Services and the Attorney General of the State of California.

58. STATE'S DISTRICT SUPERINTENDENT

For the purposes of this Contract, the District Superintendent is the State representative responsible for the Premises. The District Superintendent is charged with the day-to-day administration of this Contract and is the Concessionaire's initial contact with the State for information, contract performance, and other issues as might arise. The District Superintendent may delegate these responsibilities to a Sector or Park Superintendent or other individual.

IN WITNESS WHEREOF, the parties hereto warrant that they respectively have the requisite authority to enter this Contract, binding the named parties for which they sign, and have executed this concession contract at the respective times set forth below.

CONCESSIONAIRE:

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS & RECREATION**

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED:

APPROVED:

ATTORNEY GENERAL:

DEPARTMENT OF GENERAL SERVICES:

Approved as to legal sufficiency in accordance with the requirements of Sections 5080.02-5080.21 of the Public Resources Code.

**KAMALA D. HARRIS, Attorney General
of the State of California**

By: _____
Deputy Attorney General

Dated: _____

EXHIBIT A1 – THE PREMISES

Additional details for each park unit are available at www.parks.ca.gov.

SALTON SEA STATE RECREATION AREA

Salton Sea is one of the world's largest inland seas and lowest spots on earth at approximately -227 below sea level. Salton Sea was recreated in 1905 when high spring flooding on the Colorado River crashed the canal gates leading into the developing Imperial Valley. For the next 18 months the entire volume of the Colorado River rushed downward into the Salton Trough. By the time engineers were finally able to stop the breaching water in 1907, the Salton Sea had been born at 45 miles long and 20 miles wide – equaling about 130 miles of shoreline. Salton Sea State Recreation Area covers 14 miles of the northeastern shore and has long been a popular site for campers, boaters and anglers.



Location

The park is 30 miles south of Indio on Highway 111. Located on the north shore of the Salton Sea, it is about a three hour drive from the Los Angeles or San Diego areas.

Housing

Four (4) designated host sites, with full hook-ups.

Nine (9) total trailer pads/sites, including:

One (1) mobile home

Five (5) operable trailer pads

Two (2) trailer pads currently unused with unknown functionality/operability

One (1) trailer pad requiring septic replacement

Recreation

At least 100,000 visitors a year enjoy camping, picnicking, fishing, boating, water sports, kayaking, bird watching and hiking the trails.

Bird Watching - As many as 1.5 million eared grebes and nearly half of California's population of white-faced ibis have been counted at the sea. Cormorants and cattle egrets maintain year-round nesting colonies. Visitors may see tens of thousands of snow geese, Ross's and Canada geese, and scores of thousands of ducks. Marsh birds, shore birds, and waterfowl of nearly every description stop over to replenish themselves.

Fishing - Although the rising salinity limits the diversity of fish, fishing is still excellent. Tilapia (similar to perch) abound and have no legal limits. Both shore and boat fishing are equally successful. A fishing jetty is available at Varner Harbor.

Boating - The Salton Sea is called the fastest lake in the U.S. because its high salt content allows boats to be more buoyant, while its below-sea-level elevation gives engines greater operating efficiency.

Hiking - Nature trails loop around each campground. The best hiking can be found along the lake's shoreline.

Camping

Salton Sea SRA has six campgrounds with a total of 1,500 campsites – some with full hook-ups.

Headquarters is located near the visitor center and has 15 campsites with hook-ups.

New Camp has access to hiking trails, a fishing jetty, the main boat ramp, sanitation stations and a boat washing area. Flush toilets, showers, and some hook-ups, plus a group camp without hook-ups, are on site.

Bombay Beach is at the southern end of the park near the town of Bombay Beach and is a popular primitive campground with beach camping. The campground is currently closed, and requires new chemical toilets, trash cans and water restored to the campground prior to re-opening.

Salt Creek Beach - Salt Creek flows just to the north of the primitive campground with chemical toilets, beach camping and bird watching.

Corvina Beach is a primitive campground with chemical toilets and water. It is popular for fishing, Access to the beach is not as convenient as at others; it has a drop-off that can be difficult.

Mecca Beach - a large, developed campground for swimmers, boaters, and anglers, with easy beach access, flush toilets, showers and some full hook-ups.

Day Use

Varner Harbor has one accessibly-designed picnic site on a concrete pad at the jetty. No water is available. Accessible parking and a portable toilet are nearby. Day use is also available at the Visitor Center parking lot, Mecca Beach Campground, Corvina Beach Campground, Salt Creek Campground, and Bombay Beach Campground.

Natural Resources

Geologically, the Salton Sink is a landlocked extension of the Gulf of California. The Salton Sea, California's largest lake, is 35 miles long, 15 miles wide, and approximately -227 feet below sea level. Unlike most lakes, it has no natural outlet flowing to the ocean; whatever flows in, including agricultural runoff, does not flow out. The sea is bordered by the Santa Rosa and Coyote Mountains to the west, the Orocopia Mountains to the north, and the Chocolate Mountains to the east. This present body of water is only the latest of many lakes that have filled this basin over the years, sometimes for centuries at a time, which explains the remains of both freshwater and sea creatures that can be seen high in the surrounding hills and mountains. The Salton Sink basin was originally the northern part of what is now the Gulf of California. Flowing from the Rocky Mountains to the gulf, the river scoured out the formations of Arizona's Grand Canyon. In wet times, the river would fill the sink; at other times, it would bypass the sink, causing the lake to shrink or even to disappear.

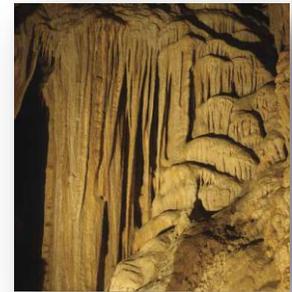
At times the gulf waters would flow upwards to meet the river, depositing salt water and sediment. With nowhere else to flow, these deposits formed a delta—a fan-shaped plain—southeast of the Salton Sink.

Cultural Resources

There are nineteen known archaeological sites in the park which includes significant village sites. There are eleven historic park buildings all identified during the Park Rustic Survey.

PROVIDENCE MOUNTAINS STATE RECREATION AREA

Located on the eastern slope of the Providence Mountains Range, the park lies within the boundaries of the 1.6-million acre Mojave National Preserve. From its vantage point at 4,300 feet above the valley floor, the park headquarters offers stunning views of the surrounding Mojave Desert. On extremely clear days, the distant granite peaks of Arizona's Hualapai Mountains are visible. The SRA includes Mitchell Caverns Natural Preserve.



Location

The park is located in the eastern Mojave Desert off of Interstate 40, 56 miles west of Needles, 116 miles east of Barstow, and 16 miles northwest of the Essex Road exit. Located at an elevation of 4,300 feet, the park is surrounded by one of the newest National Parks, Mojave National Preserve.

Housing

There is one (1) residence in the park requiring major repair work due to recent vandalism.

Recreation

The Mary Beale Nature Trail, near the visitor center, is a self-guided moderate walk. Crystal Spring Trail, a more strenuous one-mile walk, leads to a spring above the visitor center. The half-mile Niña Mora Trail is named for the child of a Mexican silver miner who worked here in the early 1900s. The trail passes near the child's grave marker and offers matchless views of desert grandeur.

Cavern tours

Spectacular and intricate limestone formations include stalagmites, stalactites, helictites, lily pads, draperies, curtains and popcorn. On busy weekends and holiday weeks, tours often sell out.

Camping

Six campsites are sold first-come, first-served. Primitive campsites have flush toilets, picnic tables and fire rings; no showers are available.

Natural Resources

Geology - The park has the oldest known rocks of the State Park System—pre-Cambrian granitoids as old as 1.7 billion years. These ancient rocks can be seen as outcroppings on the slopes below the dark to creamy gray limestone of the Bird Spring Formation. The

contact between the pre-Cambrian rocks (gneiss) and the overlying Paleozoic Bird Spring Formation was created by movement along the East Providence fault. The Bird Spring Formation represents a 50-million year period of quiet stability—when this region was covered by a warm, shallow sea that left abundant shell-covered organisms on the sea floor. The shells and plant materials that settled on the sea bottom eventually became limestone. As the restless land heaved upward, these formations were pushed above the level of the former ocean bed. Fountain Peak and Edgar Peak, at the westernmost edge of the park, stand nearly 7,000 feet above sea level. These peaks are composed of Jurassic-aged Fountain Peak Rhyolite, which intruded into the limestone about 150 million years ago. Over time, the overlying rocks eroded and were transported bit by bit to the expansive basins of today's Mojave Desert. About 12 million years ago, this area was much wetter than today and covered with luxuriant vegetation. Rainwater seeped through the soil, absorbing carbon dioxide and forming a weak solution of carbonic acid. The acid dissolved the underlying limestone, enlarging cracks and pockets that eventually joined to form subterranean chambers and passageways. Over thousands of years, the water table dropped, emptying the caverns and leaving the area intensely dry. Small amounts of groundwater became saturated with dissolved calcium from the limestone parent rock. As the water evaporated, it left behind thin layers of calcite crystals. Over millennia, these countless drops of water created the fanciful and intricate formations that make up Mitchell Caverns.

Vegetation - The plants growing in the Mojave Desert are tough survivors, and many are prized for their medicinal properties. Drought-resistant piñon pines, junipers and scrub oaks thrive in the canyon above Crystal Springs. Drifts of wildflowers, such as the perennial Mormon tea, can be seen in spring. Other species include the evergreen cliff rose, Mojave and banana yucca and barrel cactus.

Wildlife - The animal species occupying this landscape include badgers—aggressive carnivores that prey on the park's antelope squirrels, cottontail rabbits and small rodents. Various lizard and snake species do well in this habitat. Rarely, bighorn sheep are seen, and predators such as mountain lions, coyotes, gray foxes and bobcats hunt in the dark hours. Plentiful bird species include Gambel's quails, piñon jays, roadrunners and cactus wrens. Inside the caverns, elusive cave species include ringtails—small, carnivorous raccoon-like mammals—and Townsend's big-eared bats. Many cavern dwellers are nearly invisible. Tiny crablike creatures are called stingerless pseudoscorpions. Spider-like Niptus beetles are found only in the El Pakiva Cave at the caverns but nowhere else on Earth.

Cultural Resources

There are 21 archaeological sites in the park which include a village site and several petroglyph sites. There are historic archaeological deposits and a possible mining landscape, but it hasn't been evaluated. There is one known historic building; a garage, although there may be historic mining resources present, as well.

PICACHO STATE RECREATION AREA

In the lower Colorado River Basin 25 miles north of Yuma, Arizona, Picacho State Recreation Area lies invitingly along the California side of the Colorado River. Rich in natural wonders, the park is a winter and spring haven for campers, anglers, hikers, and those who love a desert landscape. Picacho's climate can be extreme, ranging from 20 degrees in winter to as much as 120 degrees in summer. The weather from mid-October through April is ideal, but the park's remoteness invites hardy adventurers to enjoy year-round fishing and water sports.



Location-Directions

Take the 24-mile (mostly unpaved) road north from Winterhaven near the Mexican border. The road to Picacho from Winterhaven is paved only for the first 6 of 24 miles. The last 18 miles is over a dirt road that is passable for cars and vehicles with trailers and motorhomes. At times during the summer thunderstorms are likely to cause flash flooding in the washes, temporarily making short sections of the road impassable.

Housing

Three (3) State-owned mobile homes

One (1) designated camp host site with hook-ups

Two (2) trailer pads with hook-ups

Currently one (1) other camp host is using a non-hook-up site, as well.

Recreation

Canoeing and Kayaking - The idyllic days of autumn and early spring are the best times for a peaceful float down this scenic stretch of the Colorado River.

Fishing- Black bass, channel and flathead catfish, striped bass and bluegill are the fish most commonly taken from this part of the river.

Boating - Shallow draft powerboats carefully navigate the Colorado River's shifting sandbars, and waterskiing and swimming are popular summer activities.

Exploring (4WD and hiking) - The area's complex geology invites exploration of such sights as the plug dome volcanic outcropping at Picacho Peak, formed when viscous lava hardened over and around a volcanic vent, and the many other land features that tell the story of both ancient and fairly recent volcanic activity.

Camping

The main campground, located in the eastern section of the park, has 54 primitive campsites, a group campground, and two boat-in group sites. The sites have picnic tables and fire rings with drinking water and chemical toilets located nearby, and a solar shower. Upriver there are five smaller campgrounds (no drinking water is available).

Natural Resources

Plant habitat - The seemingly empty landscape is actually teeming with vitality and growth, forming habitat for a wide variety of wildlife. Even in the most barren places plants take root and thrive in their own specialized ways. In the spring the rugged mountains and washes of the Colorado Desert come alive with acres of wildflowers and blossoming beavertail cactus and ocotillo. Marsh tule and carrizo cane line numerous backwater lakes near the river, and the oasis-like flats are taken over by invasive, non-native tamarisk trees. Desert ironwood, palo verde, cottonwoods, willows and mesquite are among the area's native plants.

Wildlife - The Sonoran Desert is abundant with wildlife. During the spring and fall thousands of migratory waterfowl—ducks, geese, ibis and cormorants—appear. Bald and golden eagles soar above, while the handsome, grounddwelling Gambel's quail sings its repertoire of songs. Swallows, great blue herons, snowy egrets, gila woodpeckers, phainopeplas, greater roadrunners and white-winged doves are found in large numbers. The park is also home to desert bighorn sheep, coyotes, bobcats, raccoons, mountain lions, southern mule deer, antelope ground squirrels and several species of mice, as well as feral burros. Near the river, muskrats and beavers are sometimes seen, and throughout the park there is a rich variety of lizards, snakes and amphibians. Biting insects occur from March through October.

Cultural Resources

The park is rich in cultural history with overlapping prehistoric and historic era landscapes. These landscapes exist in a fragile ecological area so protection and preservation of habitation sites, aboriginal trails, and historic mining features is a high priority.

CASTLE CRAGS STATE PARK



The park is named for 6,000-foot tall glacier-polished crags and features soaring spires of ancient granite and about two miles of the quick running upper Sacramento River and Castle Creek. Elevations in the park range from 2,000 feet to more than 6,000 feet at the top of the Crags.

Location

The park is located six miles south of Dunsmuir on I-5.

Housing

Four (4) houses – three (3) are vacant and one (1) is currently occupied. One mobile home pad.

Recreation

The 4,300 acre park offers several hundred acres of undeveloped forest to explore, swimming and fishing in the Sacramento River, hiking in the back country, and a view of Mount Shasta. The park features 28 miles of hiking trails, including a 2.7 mile access trail to Castle Crags Wilderness, which is part of the Shasta-Trinity National Forest. The Pacific Crest Trail also passes through the park.

Camping

There are 76 developed campsites and six environmental campsites.

Day Use

Picnic areas are located across the river from the park's main entrance.

Natural Resources

The trees, shrubs, and flowering plants range from the valley oak of the Upper Sonora Life Zone to the red fir and Jeffery pine of the Canadian Life Zone, pacific yew, Port Orford and incense cedars, black and valley oaks, sugar and ponderosa pines, Douglas-fir and white fir, Azalea, tiger lily, pitcher plant, and several kinds of ceanothus and manzanita, red fir, Jeffrey pine, weeping spruce, western ledum, vine maple and dogwoods. Wildlife include Stellar jays, robins, Brewer's blackbirds, western meadowlarks, common ravens, western bluebirds, red-tailed hawks, Cooper's hawks, and great blue herons. Mammals include the coyote, gray fox, bobcat, black bear, black-tailed deer, raccoon, California ground squirrel, gray squirrel, fisher, and in the higher elevations of the park, the mountain lion.

Cultural Resources

There are 14 archaeological sites in the park. Eleven, of which, are historic era. There is one known sacred site to local California Indians and 28 historic buildings and infrastructure buildings including residences and maintenance buildings. These include CCC era buildings and structures, water distribution systems, residences, and associated buildings.

GRIZZLY CREEK REDWOODS STATE PARK

Nearly 30 miles inland from the coast, the lush, green, 393-acre park is an unspoiled gem. Towering ancient redwoods guard three separate parcels of unspoiled riverfront.



Location

The park is 20 miles southeast of Eureka on HWY 101, then 17 miles east of HWY 36.

Housing

There are four (4) Employee Residences:

Residence #1 - Single family home, 2 bedroom, 1 bath, approximately 1,000 sq. ft. Currently unavailable.

Residence #2 - Single family home, 2 bedroom, 1 bath, approximately 1,200 sq. ft. Currently unavailable.

Cabin A - Seasonal cabin, 1 bedroom, 1 bath, approximately 250 sq. ft. Currently available.

Cabin B - Seasonal cabin, 1 bedroom, 1 bath, approximately 250 sq. ft. Currently available.

Host Site - One designated host site, with full hook-ups.

Recreation

Boating - The Van Duzen River fluctuates in depth seasonally, but strong river currents make rafting and kayaking in winter and early spring a Class III adventure.

Picnicking, including a 30-unit group picnic area is open for day use.

Trails – 4.5 miles of trails offer scenic views.

Swimming – Grizzly Creek joins the Van Duzen River to create a popular swimming spot.

Fishing – In late fall and early winter, steelhead and salmon migrate from the ocean.

Camping

Grizzly Creek has 30 family campsites, a group site and one hike/bike site. Cheatham Grove has five first-come, first-served environmental sites.

Natural Resources

Wildlife - Black-tailed deer watch for bobcats or mountain lions. Tracks of California black bears, raccoons and river otters may dot the river's damp banks on any morning. Beautiful pileated woodpeckers hammer at the trees, in the company of dark-eyed juncos, northern spotted owls, winter wrens and boisterous Steller's jays. Great blue herons fish among the river rocks. Endangered marbled murrelets nest in the redwood canopy, but corvids (jays, crows and ravens) prey upon their eggs and chicks.

Habitats - Coast redwood trees dominate the park. Near the eastern boundary of the redwoods' range, the trees rely on winter rains and morning fog for survival. As climate change accelerates, experts fear that diminished rain and fog may cause the loss of some redwoods as well as other plants and animals that depend on these forests. Some typical redwood understory plants include three-leaf white trillium, purple calypso orchids (lady slippers), fairy lanterns, wild ginger and Douglas irises. Douglas-fir, tanoak and big leaf maple trees grow among various ferns, mosses, wild huckleberries and salal.

Cultural Resources

There are two archaeological sites, including a village, which may have been destroyed in the flood of 1964. There are nine historic buildings, including a residence, utility buildings, and the Visitor Center.

BENBOW LAKE STATE RECREATION AREA

To provide power for the new development in the valley, a concrete dam was constructed across the south fork of the Eel River in 1928. The dam not only provided power but also created Benbow Lake. The Benbow family interested in preserving the natural scene around the Hotel and along the river, made efforts to place the land under State protection. Today the park consists of 1,200 acres of riverfront, meadows and redwood groves.



Location

Two miles south of Garberville on Highway 101.

Housing

One (1) host site with full hook-ups.

Recreation

Hiking Trails – Pioneer Meadow and Pratt Mill Trails offers a 2½ mile loop with great views of the lake and South Fork country.

Picnicking includes a large day-use picnic area.

Fishing – Salmon and steelhead fishing are popular in the winter.

Boating – only non-powered boats are allowed, but Benbow Lake is excellent for sailing or rowing.

Swimming – Swimming is allowed and there is a well-maintained beach area.

Camping

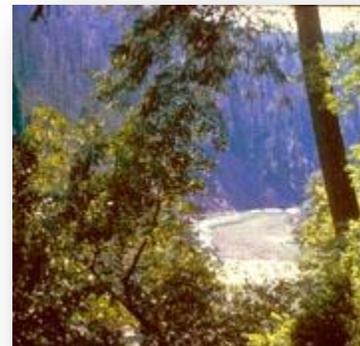
Benbow Lake has 77 family campsites, some with hook-ups.

Cultural Resources

There are six archaeological sites, three of which are habitation sites, and historic ruins. There are four historic sites; a dam, stable, shop, and mill that require assessment for integrity and evaluation.

STANDISH HICKEY STATE RECREATION AREA

Standish-Hickey began as a campground acquired by the Save-the-Redwoods League in 1922. In the late 1950's, the Standish family donated over five hundred acres, and additional acquisitions through the years has increased the park's total acreage. The park was named to honor Edward Ritter Hickey, son of a local lumberman who died of influenza while caring for the victims of the epidemic of 1918.



Location

1.5 miles north of Leggett, California on Highway 101.

Housing

Residence #1 - Single family home, 2 bedroom, 1 bath, approximately 1,200 sq. ft. It is currently used as the ranger office.

Residence #2 - Single family home, 2 bedroom, 1 bath, approximately 1,200 sq. ft. - Currently available.

Five (5) Seasonal Cabins – with shared kitchen cabin and combination restroom/shower facility. Approximately 100 sq. ft. Empty. Currently available.

One (1) Host Site - Campsite # 1 has full hook-ups. Note: this site has a septic holding tank only of 1200 gallons.

Recreation

At the "gateway to the tall trees country," the area offers camping, picnicking, hiking, fishing, and swimming on the South Fork of the Eel River which winds through the park for almost two miles and is part of the third-largest river system in California. Nearly ten miles of trails weave through steep canyon bluffs, second-growth forests and pockets of old-growth redwood and Douglas-fir. One of the few virgin redwood stands remaining in this area can be seen on the Grove Trail. The fast-moving river—with its rapids, holes of varying depths, calm shallow areas, and cobblestone bed—is especially popular with both swimmers and anglers.

Natural Resources

Wildlife

The Eel River is named for its abundant Pacific lamprey. Black-tailed deer, gray foxes, black bears, mountain lions and river otters thrive in the park. Eagles, owls and hawks soar the skies, hunting small game. Blue heron, osprey, belted kingfishers, scrub and Steller's jays and acorn woodpeckers may also be seen.

Plants

The tallest redwood, the Miles Standish Tree, at 225 feet tall and 13 feet in diameter, is easy to spot from a distance. Estimated to be more than 1,200 years old, the Miles Standish Tree bears scars from efforts to chop it down and effects of the 1947 fire.

Among the second-growth redwoods, Douglas-fir, oaks, laurel, big-leaf maple, alder, madrones, buckeye and yew compete for sunlight. Lower-elevation growth includes huckleberry, manzanita and coyote brush.

Human Effects on the Park

Heavy annual rainfall, combined with the loss of top soil during years of excessive logging, has caused severe erosion. The steep bluffs on the east bank of the South Fork of the Eel River continually erode into the river. Climate change also poses a threat to the park's plants and animals. Loss of coastal fog and increasing temperatures endanger the coast redwood habitat.

Cultural Resources

There are six archaeological sites, four of which are village sites. There are sixteen historic buildings, including residences, cabins and park infrastructure identified during the Park Rustic Survey.

CASTLE ROCK STATE PARK

Castle Rock State Park is part of a regional trail system linking the park with the San Francisco Bay Area and the Santa Cruz coast. The two major trail corridors—the Skyline to the Sea and Bay Ridge trails—lead hikers and backpackers through steep canyons, dense old-growth redwood forests, creeks and fields of wildflowers.

Location

The park is located on Highway 35, just 2 1/2 miles southeast of the junction with Highway 9.

Housing

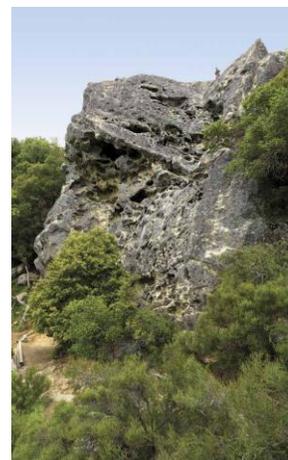
One (1) trailer – Currently occupied

One (1) house – Currently occupied

There are no camp host sites.

Recreation

Hiking and backpacking trails - The park offers 35 miles of nature trails, many with steep and narrow slopes. The Skyline-to-the-Sea trail connects Castle Rock and Big Basin Redwoods State Park. The 5.6 mile Saratoga Gap Loop leads to Goat Rock, Castle Rock Falls, Russell Point Overlook and the Castle Rock Trail Camp. Goat Rock provides panoramic views of the San Lorenzo Valley and the Pacific Ocean. The moderately difficult Ridge Trail is an excellent place to see the endangered peregrine falcon. The Saratoga Toll Road, a historic



logging road and stagecoach line from 1871, is now a well-shaded and graded hike offering some scenic viewpoints.

Rock Climbing - Castle Rock State Park provides a popular site to hike and rock climb. Climbers have scaled the park's outcrops of Vaqueros Sandstone, Castle Rock and Goat Rock for nearly a century. The sandstone's relatively hard exterior and unique tafoni patterns are ideal for bouldering and rock climbing. To preserve the character of these unique rock formations and minimize the impact on soils, vegetation, wildlife, other climbers and visitors, Castle Rock State Park supports "Leave No Trace" practices, which include proper disposal of trash and protection of natural resources.

Camping

Two trail camps—Castle Rock with 20 primitive sites and Waterman Gap with 6 primitive sites—are available. Both camps have water and pit toilets. An inclement-weather shelter at Castle Rock Trail Camp provides a roof during storms.

Day Use

Partridge Farm site has picnic tables and an interpretive shelter.

Natural Resources

Natural History - Wildly eroded sandstone formations create prominent ridges in the park's canyons. A waterfall fed by natural springs cascades 100 feet down the steep mountain slopes to the San Lorenzo River. The river flowing through the park provides spawning habitat for steelhead. Steep trails lead to the unusual rock formations at Varian Peak, Goat Rock, Russell Point and Castle Rock.

Geology - Castle Rock's famed sandstone outcrops originated as submarine fan deposits on the continental shelf about 30 to 40 million years ago. These shelf deposits were then elevated and moved north by repeated violent movements along the tectonic plate boundaries now defined by the San Andreas Fault. All of the rocks west of the fault line are fundamentally different from the rocks on the east side. The uniquely sculpted, rounded rock outcrops along Castle Ridge have eroded to form pits, pockets, ribs and ridges. Referred to as tafoni, these erosional patterns have endless variations—from pock marks to honeycombed surfaces and large concretions and caverns. These complex patterns form under repeated exposures to rain and drought over eons, and embellish on natural internal structural variations, such as cracks and joint patterns in the rock.

Vegetation - Castle Rock State Park is recovering from years of agricultural use and logging that has caused significant vegetation changes. The park hosts diverse native and non-native plant communities: mixed evergreen forest, black oak forest, chaparral, grasslands and riparian woodland. Spring flowers display a colorful palette: pink or purple Chinese houses, lilac slender phlox, deep blue sky lupine, pink farewell-to-spring, and golden elegant madia all thrive on the hillsides. Virgin- and second-growth redwoods grow at an unusual elevation, above 2,500 feet along Saratoga Gap Trail. Their low water supply accounts for these dwarf redwood trees' uncommonly short 40- to 100-foot heights. Climate change affects all living things within the redwood forest. Experts fear that the area's increase in average temperature and decrease in rain and thick summer fog will endanger redwoods and other plants and creatures that depend on the redwood environment.

Animal life - Wild animals and reptiles seen in the park include coastal black-tailed deer, gray foxes, coyotes, California newts, mountain lions and many species of snakes. Turkey vultures, red-tailed hawks, acorn woodpeckers, quail and scrub jays may be spotted. Golden eagles and peregrine falcons soar overhead.

Cultural Resources

There are ten known archaeological sites in the park, many of which have been damaged by park activity. There are ten historic buildings, including residences and infrastructure. In addition, there is the historic Partridge Orchard and the Saratoga Toll Road.

PORTOLA REDWOODS STATE PARK

The 2,800-acre park is situated in the craggy, rough terrain of a deep canyon. Located within the populous San Francisco Bay area, Portola Redwoods offers a hushed getaway from suburban bustle. First- and second-growth coast redwoods stand tall among thick ferns and redwood sorrel in gullies and on north slopes. The park's high ridges and southfacing slopes are covered by Douglas-fir and live oaks. Among the redwoods, Pescadero and Peters creeks flow along fault lines to form picturesque Tiptoe Falls. Fall Creek, a tributary of Pescadero Creek, tumbles eight feet down a mossy bank into a small pool. Continuing downstream, Fall Creek reaches the lower segment of the falls, enters another pool, cascades six feet over sticks and rocks, then continues its downstream journey.



Location

From Highway 35, turn west onto Alpine Road, go 3 miles, and turn onto Portola State Park Road. The road dead ends in the park.

Housing

There are four (4) houses. One (1) is currently occupied and three (3) are vacant. Seasonal housing is available and consists of four (4) structures. One structure has one (1) room only; one (1) structure has two (2) rooms; one (1) structure has three (3) rooms; and one (1) structure has a kitchen only.

There is one (1) host site with full hook-ups

Recreation

Eighteen miles of hiking trails range from easy to strenuous. The easy $\frac{3}{4}$ -mile Sequoia Nature Trail begins near park headquarters and crosses Pescadero Creek. The half-mile Old Tree Trail is also considered an easy hike. The moderate three-mile Slate Creek Trail wends through redwoods to the Page Mill site. A steep 10-mile hike on Bear Creek Trail leads to a 1.3-mile loop on Peters Creek Trail that traverses an ancient redwood grove.

Camping

Group Camping - Portola Redwoods State Park has four group campgrounds. Ravine Group Camp holds 25 people, and the Hillside, Point and Circle Group Camps each hold 50 people.

Family Camping – 52 family sites, one accessible site and four walk-in environmental sites may be reserved from late spring through mid-autumn. No hook-ups are available.

Trail Camps – Six sites at Slate Creek Trail Camp are available from late spring through mid-autumn. Four first-come, first-served pedestrian and bicycle sites are located at the Huckleberry Hike and Bike Campground.

Day Use

Picnicking – Picnic areas are near the visitor center and include a 75-person Ramada Group Picnic Area.

Natural Resources

This area is a natural stream basin in a complex geological area along the San Andreas fault. Huckleberries dominate the redwood understory growth, while ferns, redwood sorrel and other shade-tolerant plants grow along the creeksides. California wax myrtle, tan oak, madrone, California bay laurel, big leaf maple and knobcone pine are among the park's tree species. Native ceanothus shrubs bloom as late as midsummer. State- and federally threatened coho salmon and threatened steelhead trout live in Pescadero Creek. State endangered and federally threatened marbled murrelets nest high in the redwoods. Black-tailed deer, raccoons, gray squirrels, coyotes and mountain lions call Portola their home.

Cultural Resources

There are no known archaeological sites in the park. There are 18 historic buildings, which include residences and park infrastructure resources.

GRAY WHALE COVE STATE BEACH

The beach (a.k.a. Devil's Slide) features a sheltered cove surrounded by cliffs that drop abruptly into the Pacific Ocean.

Location

On the San Mateo Coast, north of Montara on U.S. Highway 1.

Housing

No housing is available.

Recreation

Gray whales can often be seen close to the shore. Sunbathing is also a popular activity between mid-April and mid-May.

Camping

No Camping is available.



Day Use

A steep trail leads down to the beach. There is a small picnic area on the bluff above. Available automobile parking is on the east side of the highway.

Natural Resources

The beach is named for the frequent sightings of gray whales from the beach. In spring, wildflowers brighten the bluffs above the beach. The granitic rocks of Montara Mountain are the main source of sand.

Cultural Resources

There is one archaeological site in the park and no known historic resources.

MOSS LANDING STATE BEACH

Vehicles and trailers over 21 feet are not allowed at Moss Landing State Beach due to limited turn around areas. Parking for large vehicles is very limited.



Location

The beach is located on Jetty Road in Moss Landing and 16 miles north of Monterey via Highway 1.

Housing

No housing is available.

Recreation

Offshore fishing, surfing, windsurfing and horseback riding are popular activities. The beach is a favorite place for picnics because the dunes protect it from afternoon winds. This area is an important stop along the Pacific Flyway so birdwatching is popular.

Surfing - With consistent world-class waves, Moss Landing State Beach is a popular surfing spot. Beginning surfers are advised to surf down at the jetty, while advanced surfers sometimes head for the area by the dunes.

Surf Fishing - Moss Landing State Beach is one of the most popular surf fishing destinations in Monterey County.

Horseback Riding - The broad beaches at Moss Landing make it a perfect place for a beach ride.

Camping

No Camping is available.

Natural Resources

Moss Landing State Beach marks the border between the Pacific Ocean and Elkhorn Slough. This unusual ecosystem of brackish water (where fresh water meets the sea) is home to countless birds, seals, sea lions, and of course the sea otters, especially during the migration seasons.

Cultural Resources

There are no known archaeological sites or historic resources within this park.

ZMUDOWSKI STATE BEACH

The majority of this beach (pronounced "mud-OW-ski,") was donated to the state by Watsonville schoolteacher Mary Zmudowski in 1950. At the northwestern tip of Monterey County, Zmudowski State Beach is a popular spot for horseback riding, fishing and birding.



Location

The beach is located 20 miles northwest of Monterey off Highway 1.

Housing

No housing is available.

Recreation

Fishing - The beach is a popular fishing area, featuring perch, kingfish, sole, flounder, halibut, bocaccio (tomcod), jacksmelt, lingcod, cabezon, salmon, steelhead and occasional rockfish.

Horseback Riding - Horseback riding is allowed on wet sand at Zmudowski State Beach.

Birding - White-faced ibises, little gulls, American bitterns, snowy egrets, night herons and unusual ducks have been sighted at the freshwater pond just before the end of Giberson. Many gulls, pelicans and terns are found at the mouth of the Pajaro River, at the northern end of Zmudowski State Beach.

Camping

No camping is available.

Natural Resources

The beach features the Pajaro River estuary, where a natural preserve has been set aside.

Cultural Resources

There are two known archaeological sites, both historic era, but they may have been destroyed.

LIMEKILN STATE PARK

Beginning in 1887, the Rockland Lime and Lumber Company extracted, processed and exported thousands of barrels of lime from Limekiln Canyon. Four stone and iron furnaces were built at the base of a large talus slope eroding from a limestone deposit. Limestone rocks were loaded into the kilns, where very hot wood fires burned for long periods to purify lime. The lime was packed into barrels, hauled by wagon to Rockland Landing on the coast and loaded onto ships that carried it to northern ports for use in concrete. After only three years, the limestone deposit was all but depleted, as was the redwood forest that had been nearly clearcut to use for lumber and fuel. Today the four kilns, some stone walls and bridge abutments are the only remains of the thriving lime industry that existed here.



Location

The park is 56 miles south of Carmel, off Highway One; two miles south of Lucia.

Housing

There is one (1) modular home in the park.

Recreation

Hiking

Hare Creek Trail - Along the left side of Hare Canyon Creek, take an easy walk through the redwoods and sorrel. Relax for a while beside the cool, fern-edged pool at trail's end.

Limekiln Trail - An easy half-mile walk leads you across three scenic bridges to the enormous furnaces that once supplied lime used for mortar in San Francisco's earliest brick buildings. The rippling sounds of the creek and rustling breezes through redwoods provide a peaceful retreat.

Falls Trail - Hike along Limekiln Creek to the beautiful 100-foot waterfall. The vision of this fan-shaped fall is worth getting your feet wet.

Picnicking - Most of the picnic tables, located in campsites, are usually occupied. A short walk from the parking lot will reveal many picnic spots without tables at the beach or in the redwood groves.

Fishing - Rough surf conditions can discourage fishing from the beach. Stream fishing is prohibited in the park most of the year.

Camping

Thirty-one developed campsites sit among the trees near Limekiln Creek. Eleven ocean-view sites on the beach are perfect for watching the sun go down and listening to sea birds wheeling over the rolling surf. Hot pay showers are nearby.

Natural Resources

The park is located in the Santa Lucia Range, which runs from Monterey southeast to San Luis Obispo. Because its geography creates numerous microclimates, the park is one of the few places on earth where fog-loving redwoods thrive not far from drought-tolerant yucca. Young redwoods, oaks, sycamores and maples flourish in the canyons; chaparral and scrub are found at higher elevations. Poison oak is a natural part of the ecosystem.

Limekiln Creek's year-round water supply provides excellent habitat for diverse animals, including mountain lions, bobcats, squirrels, deer, foxes, raccoons and ring-tailed cats. Offshore, sea otters play in kelp beds, and female gray whales with calves migrate north in early spring. The varied terrain is home to more than 200 bird species, including seabirds such as pelicans and gulls and shorebirds such as willets, oystercatchers and sandpipers. Some rare and endangered birds, including California condors and peregrine falcons, glide above the canyons.

Cultural Resources

There are two archaeological sites with known impacts. Historic era sites or landscapes in the park require assessment and evaluation for significance.

EXHIBIT A2 – PREMISES MAPS

Salton Sea State Recreation Area



Providence Mountains State Recreation Area

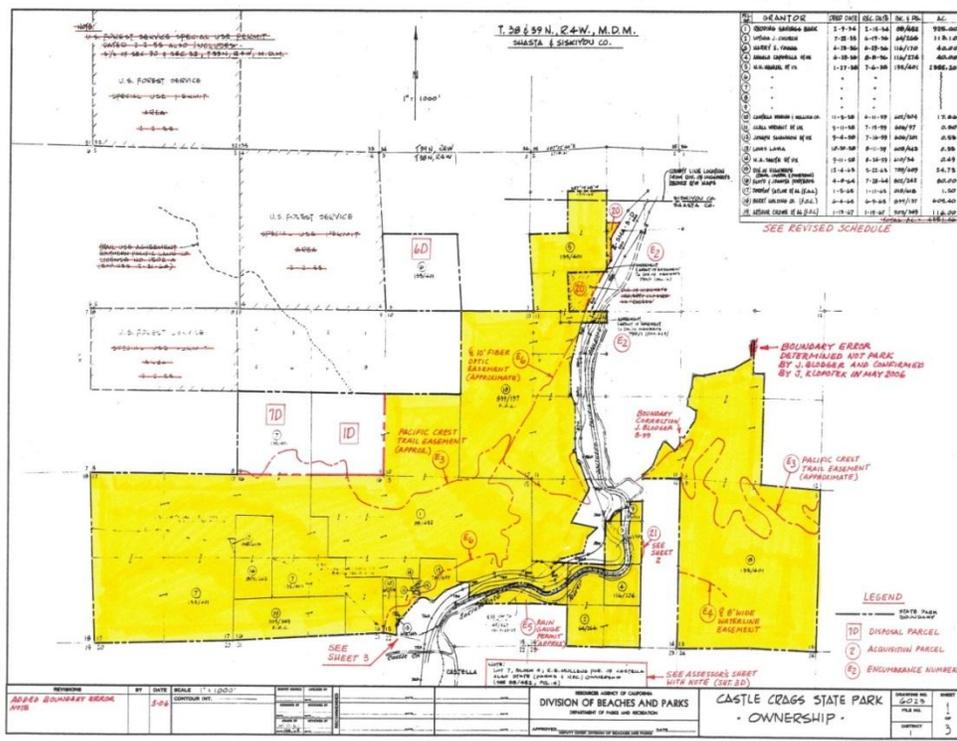
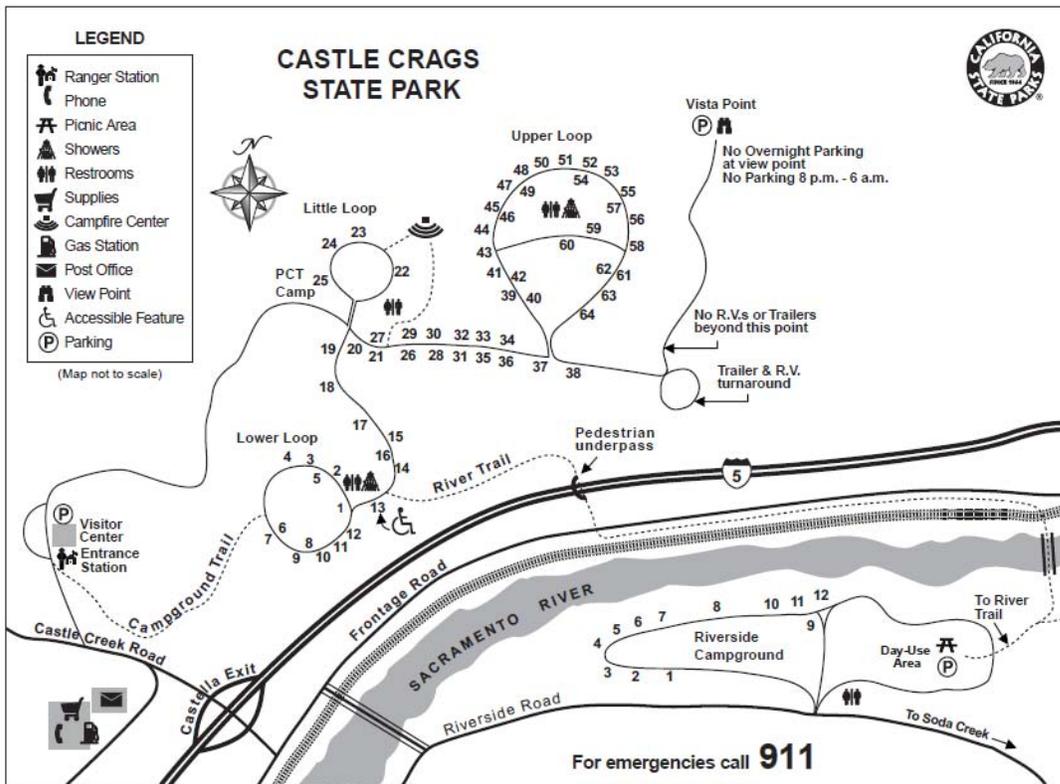


This park receives support in part through a nonprofit organization. For information, contact the Poppy Reserve/Mojave Desert Interpretive Association, P. O. Box 1408, Lancaster, CA 93584-9008

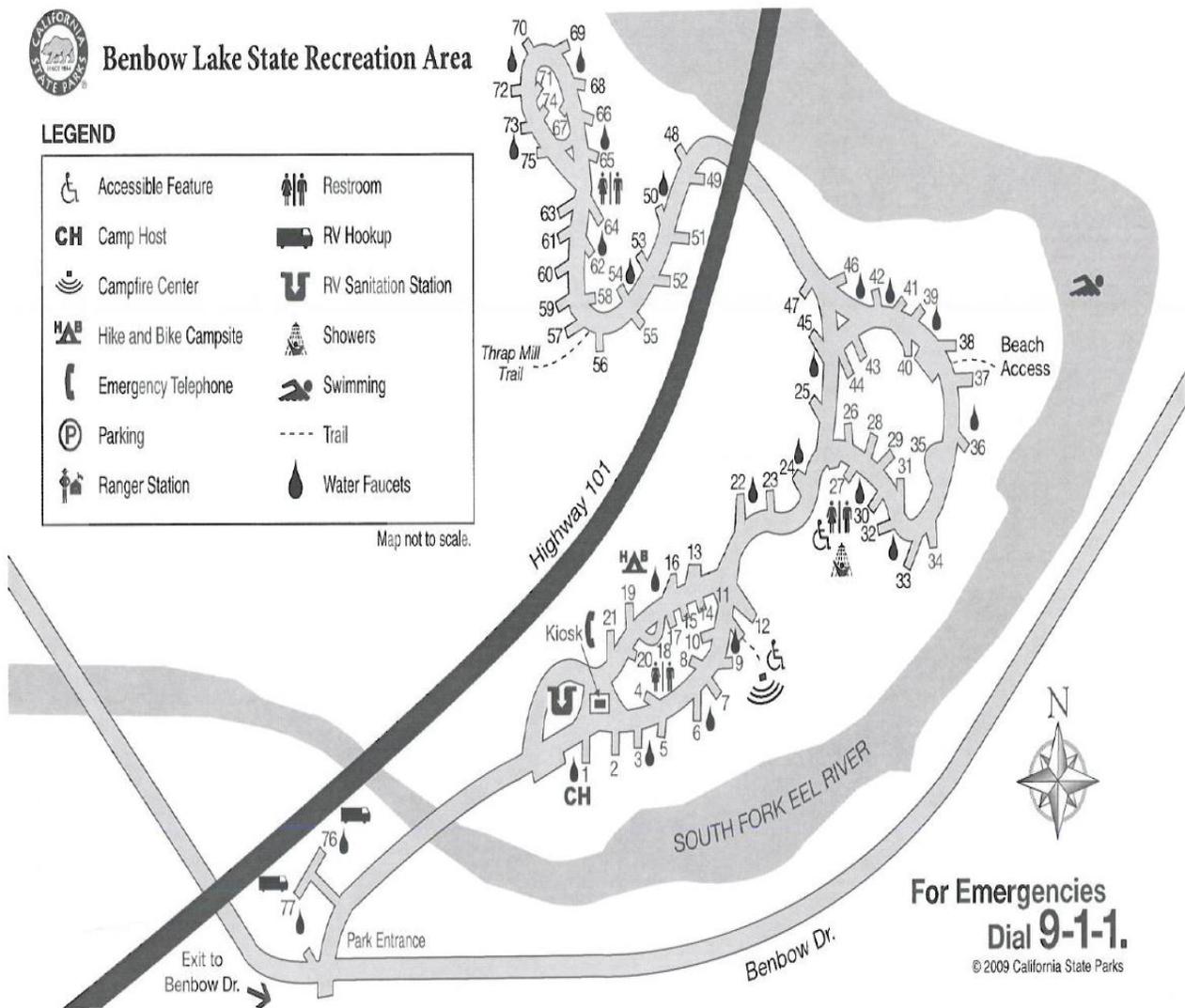
Picacho State Recreation Area



Castle Crags State Park



Benbow Lake SRA

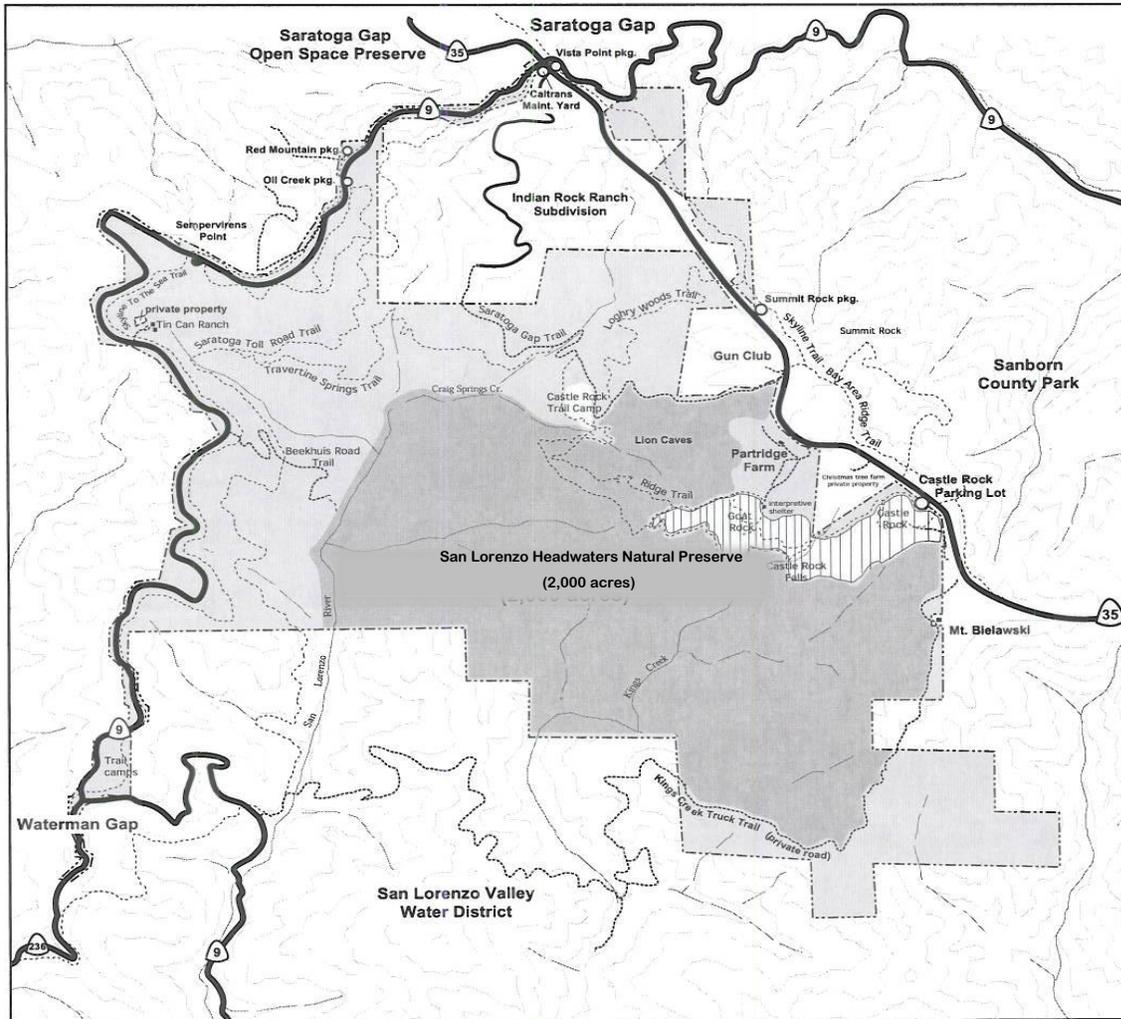


Standish-Hickey SRA



Castle Rock State Park

Castle Rock State Park



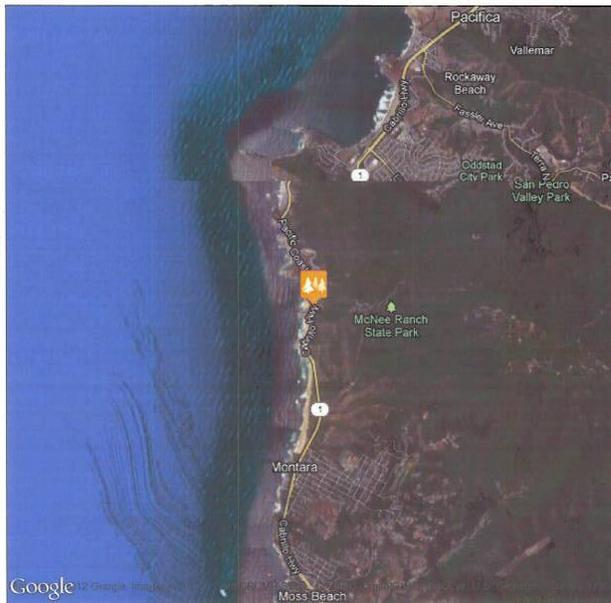
MAP KEY



Gray Whale Cove State Beach

Gray Whale Cove SB

[Map/Location](#)



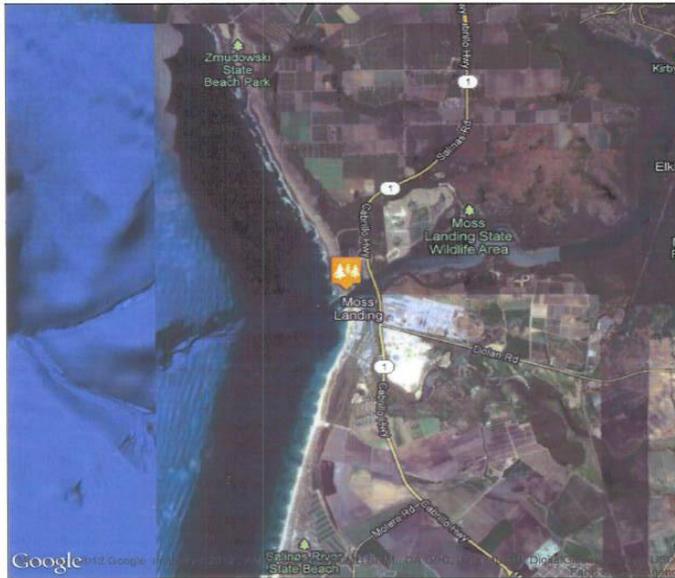
Location:
Pacifica, CA 94044
Latitude: 37.5635
Longitude: -122.513

Directions:
On the San Mateo Coast, north of Montara on Highway One. The only available automobile parking is on the east side of Highway 1. Crossing to the ocean side of the highway can be both difficult and dangerous.

(Center of map is located at the park area and beach access)

Moss Landing State Beach

Moss Landing SB Map/Location



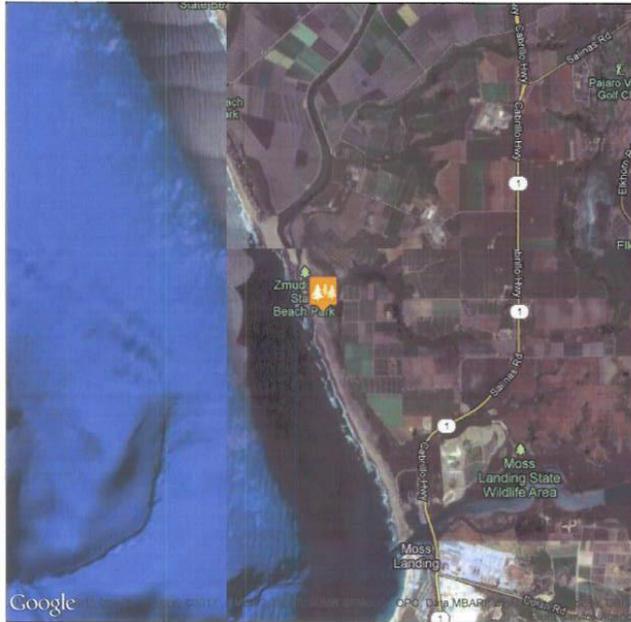
Location:
Watsonville, CA 95076
Latitude: 36.808409
Longitude: -121.788833

Directions:
The beach is located on Jetty Road in Moss Landing and 16 miles north of Monterey via Highway 1.

(Center of map is located at the South end of beach on Jetty Rd.)

Zmudowski State Beach

Zmudowski SB Map/Location



(Center of map is located at the Beach access parking area)

Location:
Watsonville, CA 95076
Latitude: 36.83832
Longitude: -121.80147

Directions:
The beach is located 20 miles northwest of Monterey off Highway 1. Take Stuve Road and turn to Giberson Road.

EXHIBIT B - CONSUMER PRICE INDEX ADJUSTMENT FORMULA

Consumer Price Index (CPI) adjustments applied to the \$\$\$ Minimum Annual Rent shall be based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, San Francisco/Los Angeles All Items, (1982-84=100). Calculations shall employ the following formula:

"Base Index" = CPI Index published for the month preceding the commencement date of this Contract.

"Base Rent" = Minimum \$\$\$ rent during the first Contract Year.

"Year End Index" = CPI Index for the month preceding the start of the subject Contract Year.

	<u>"Year End Index" - "Base Index"</u>		
Step #1:	"Base Index"	=	% Change
Step #2:	% Change x Base Rent	=	Adjustment
Step #3:	Base Rent + Adjustment	=	New Rent

EXHIBIT C – CONCESSIONAIRE’S OPERATION PLAN

EXHIBIT D – DPR 54, CONCESSIONAIRE’S MONTHLY REPORT OF OPERATION

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

FOR DEPARTMENT COMPLETION	
DISTRICT NO.	PARK UNIT NO.
ROC DOCUMENT NO.	

CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION

FOR THE MONTH OF _____, YEAR _____

(Instructions on reverse.)

NAME OF CONCESSION	
ADDRESS	CITY/STATE/ZIP CODE
DISTRICT	PARK UNIT

TYPE OF RECEIPT	GROSS RECEIPTS	NUMBER OF UNITS <i>(WHERE APPLICABLE)</i>	CUMULATIVE GROSS TO DATE <i>(CONTRACT YEAR)</i>	PERCENT RATE OR AMOUNT PER UNIT DUE STATE	AMOUNT DUE TO STATE
FOOD & NONALCOHOLIC BEVERAGES					
ALCOHOLIC BEVERAGES					
MERCHANDISE					
EQUIPMENT RENTALS					
PAY SHOWERS					
VENDING MACHINES <i>(SEE REVERSE)</i>					
SUBTOTALS					
ADJUSTMENTS <i>(EXPLAIN REASON ON REVERSE)</i>					
TOTAL DUE <i>(EXPLAIN REASON ON REVERSE)</i>					

MAINTENANCE FEES <i>(COMPLETE THIS SECTION IF APPLICABLE)</i>	
THIS MONTH'S MAINTENANCE FEE ALLOCATION _____ % x Monthly Gross Revenue = \$	CUMULATIVE MAINTENANCE FEE ALLOCATION YEAR TO DATE _____ % x Cumulative Gross Revenue = \$
AMOUNT SPENT ON ELIGIBLE MAINTENANCE THIS MONTH \$	CUMULATIVE AMOUNT EXPENDED ON ELIGIBLE MAINTENANCE YEAR TO DATE \$

SEASONAL CONCESSIONS <i>(COMPLETE THIS SECTION IF APPLICABLE)</i>	EXACT DATE YOU CEASED OPERATIONS	DATE YOU EXPECT TO RESUME OPERATIONS
--	----------------------------------	--------------------------------------

DECLARATION		
<i>I declare under penalty of perjury that the information on this form is accurate and complete to the best of my knowledge.</i>		
CONCESSIONAIRE'S SIGNATURE	PRINTED NAME	DATE
TITLE/POSITION	PHONE NO.	

EXHIBIT D – *continued*

DPR 54 COMPLETION INSTRUCTIONS

1. Provide the month and year of operation for which this report is being prepared.
2. Provide full name of the concession and the name and address of the concessionaire, including city, state and zip code.
3. Include all revenue for the month for each appropriate category. For "Vending Machine" revenue, please include the following sources:
 - Ice machines
 - Newspaper vending machines
 - Map and brochure vending machines
 - Grab boxes
 - Firewood dispensers
 - Air compressors
 - Washing machines and dryersDo not include the following sources as "Vending Machine" revenue:
 - Park UR Self machines
 - Pay showers
 - Iron rangers
4. Types of revenue that might be recorded on a "per unit" basis include:
 - Petroleum products (per gallon)
 - Group tours (per adult or children's ticket)
5. Complete the "Maintenance Fees" and "Seasonal Concessions" sections of the form if your concession contract requires a maintenance fee allocation and/or if your concession operates on a seasonal basis.
6. Sign and date the form and provide the preparer's title and telephone number.

COMMENTS/EXPLANATIONS:

DPR 54 (Back)

EXHIBIT E - DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

A. CASH FLOW STATEMENT

<u>GROSS SALES/RECEIPTS</u>		\$ _____
Less Returned Sales and Allowances	\$ _____	
Less Sales Taxes	_____	
Net Sales for Period		\$ _____
Cost of Goods Sold:		
Inventory at Beginning of Period	\$ _____	
Add Purchases During Period	_____	
Merchandise Available for Sale	_____	
Less Inventory at Close of Period	_____	
Less Cost of Goods Sold		\$ _____
	GROSS PROFIT	\$ _____
 <u>LESS EXPENSES</u>		
Salaries & Wages <i>(do not include Concessionaire salaries)</i>	\$ _____	
Rent to State	_____	
Insurance	_____	
Materials & Supplies	_____	
Maintenance & Repairs	_____	
Utilities <i>(including telephone)</i>	_____	
Advertising	_____	
Taxes & Licenses <i>(other than income & sales)</i>	_____	
Legal & Accounting	_____	
Travel & Transportation	_____	
Interest	_____	
Security	_____	
Administrative Overhead	_____	
Depreciation <i>(equipment)</i>	_____	
Amortization <i>(improvements)</i>	_____	
Other: _____	_____	
	TOTAL EXPENSES	\$ _____
	NET PROFIT FROM OPERATIONS	\$ _____
	<i>(before income taxes)</i>	

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

C. BALANCE SHEET

ASSETS

CURRENT ASSETS

Cash	\$ _____
Accounts Receivable	_____
Merchandise Inventory	_____
Notes Receivable (Less than 1 year)	_____

TOTAL CURRENT ASSETS \$ _____

NONCURRENT ASSETS

Equipment/Property	\$ _____
Less Depreciation Reserve	_____
Net Equipment/Property Cost	_____
Prepaid Expenses	_____
Other: _____	_____
Other: _____	_____

TOTAL NONCURRENT ASSETS \$ _____

TOTAL ASSETS \$ _____

LIABILITIES

CURRENT LIABILITIES

Accounts Payable	\$ _____
S & W Payable	_____
Short-Term Notes Payable	_____
Interest Payable	_____
Short-Term Loan Payable	_____
Other: _____	_____
Other: _____	_____

TOTAL CURRENT LIABILITIES \$ _____

OTHER LIABILITIES

Other: _____	\$ _____
Other: _____	_____

TOTAL OTHER LIABILITIES \$ _____

TOTAL LIABILITIES \$ _____

CAPTIAL

OWNER'S EQUITY

Capital	\$ _____
Less Personal Drawing	\$ _____
Net Addition	\$ _____
Stockholder's Equity	\$ _____
Other: _____	\$ _____

TOTAL CAPITAL \$ _____

TOTAL LIABILITIES AND CAPITAL \$ _____

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

D. STATEMENT OF MONTHLY GROSS SALES/RECEIPTS

Jan 20	\$ _____	April 20	\$ _____	July 20	\$ _____	Oct 20	\$ _____
Feb 20	\$ _____	May 20	\$ _____	Aug 20	\$ _____	Nov 20	\$ _____
Mar 20	\$ _____	June 20	\$ _____	Sept 20	\$ _____	Dec 20	\$ _____
TOTAL MONTHLY GROSS SALES/RECEIPTS \$ _____							

If the "Total Monthly Gross Sales/Receipts" above does not match the Cash Flow Statement "Gross Sales/Receipts," please explain below.

The undersigned declares and certifies that the above statement and the attached Cash Flow Statement, Schedule of Depreciation, and Balance Sheet are correct.

AUTHORIZED SIGNATURE

DATE



PRINTED NAME OF PREPARER

EXHIBIT F - DPR 531, CONCESSION PERFORMANCE RATING

CONCESSION PERFORMANCE RATING

State of California - The Resources Agency
CALIFORNIA STATE PARKS

DISTRICT		PARK UNIT		DATE				
CONCESSIONAIRE		TYPE OF CONCESSION						
CATEGORIES <i>Circle the appropriate points in each category. If category is not applicable, check not applicable (NA) box.</i>		EXCELLENT (E)	SATISFACTORY (S)	NEEDS IMPROVEMENT (NI)	NONCOMPLIANCE/ UNACCEPTABLE (NON)	COMPLIANCE (COM)	NOT APPLICABLE (NA)	COMMENTS <i>Explain items which are rated excellent, needs improvement or noncompliance/unacceptable. Make recommendations for correction for NI and NON rating. Attach additional sheets as necessary.</i>
ACCOUNTING	RENTAL PAYMENT	8	6	2	0			
	MONTHLY DPR 54 SUBMITTAL	4	3	1	0			
	ANNUAL DPR 86 SUBMITTAL	4	3	1	0			
	MAINTAINS REGISTER JOURNAL/\$ TRAIL				0	4		
	OTHER:				0	4		
BONDS/INSURANCE	PERFORMANCE BOND				0	4		
	LIABILITY INSURANCE				0	4		
	FIRE INSURANCE				0	4		
	AUTOMOBILE INSURANCE				0	4		
	OTHER:				0	4		
CONSTRUCTION	REQUIRED IMPROVEMENTS				0	4		
	TIME SCHEDULE				0	4		
	PAYMENT BOND				0	4		
	OTHER:				0	4		
USE OF PREMISES	OPERATING DAYS/HOURS	4	3	1	0			
	AUTHORIZED GOODS/SERVICES	4	3	1	0			
	APPROPRIATE SIGNAGE/ADVERTISING	4	3	1	0			
	OTHER:	4	3	1	0			
QUALITY ASSURANCE	GOODS	8	6	2	0			
	SERVICES	8	6	2	0			
	PRICES (COMPETITIVE/POSTED)	4	3	1	0			
	CUSTOMER SERVICE	8	6	2	0			
	OTHER:	4	3	1	0			
TOTAL POINTS PER COLUMN					0			
<i>PAGE 1 ONLY</i>								

CATEGORIES		E	S	NI	NON	COM	NA	COMMENTS
SAFETY	FIRE SAFETY/PREVENTION	4	3	1	0			
	GAS/ELECTRIC	4	3	1	0			
	GENERAL SAFETY	4	3	1	0			
	OTHER:	4	3	1	0			
FACILITY MAINTENANCE	INTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	INTERIOR - FACILITY MAINTENANCE	4	3	1	0			
	EXTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	EXTERIOR - FACILITY MAINTENANCE	4	3	1	0			
	GROUNDS - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	GROUNDS - FACILITY MAINTENANCE	4	3	1	0			
	MAINTENANCE PLAN	4	3	1	0			
	OTHER:	4	3	1	0			
INTERPRETIVE PROGRAM <i>(When Applicable)</i>	COSTUMES	4	3	1	0			
	MERCHANDISE AND INTERPRETIVE PLAN	4	3	1	0			
	FURNISHINGS AND INTERPRETIVE PLAN	4	3	1	0			
	EVENTS/ACTIVITIES AND INTERPRETIVE PLAN	4	3	1	0			
	IMPLEMENTATION OF INTERPRETIVE PLAN	4	3	1	0			
	OTHER:	4	3	1	0			
TOTAL POINTS PER COLUMN <i>PAGE 2 ONLY</i>					0	0		
TOTAL POINTS PER COLUMN <i>PAGE 1 + PAGE 2</i>					0			
TOTAL POINTS RECEIVED FROM ALL CATEGORIES		MAXIMUM POINTS POSSIBLE FOR RATED CATEGORIES			PERCENT RATING		ARE THERE ANY NONCOMPLIANCE OR UNACCEPTABLE RATINGS IN ANY CATEGORY?*	
$\left(\frac{\quad}{\quad} \right) \times 100 = \#DIV/0!$						<input type="checkbox"/> Yes <input type="checkbox"/> No		
OVERALL RATING <i>(Based on percent rating)</i>								
<input type="checkbox"/> EXCELLENT (90% to 100%) <input type="checkbox"/> SATISFACTORY (70% to 89%) <input type="checkbox"/> NEEDS IMPROVEMENT (60% to 69%) <input type="checkbox"/> UNACCEPTABLE (less than 60%)								
RATER'S SIGNATURE			TITLE		DATE		RATER DISCUSSED REPORT WITH CONCESSIONAIRE?	
							<input type="checkbox"/> Yes. Date: _____ <input type="checkbox"/> No	
<i>In signing this report I do not necessarily agree with the conclusion of the rater.</i>								
CONCESSIONAIRE'S SIGNATURE					TITLE		DATE	

***NOTE:** A rating of UNACCEPTABLE or NONCOMPLIANCE in any category will result in an overall rating of no higher than NEEDS IMPROVEMENT.

EXHIBIT G – LICENSE/PERMISSION FOR USE OF TRADEMARKS

License/Permission for Use of Trademarks

A. Logo Use by External Entities: Use of the logo is restricted to State-developed publications and activities, unless the State allows otherwise. Use of the logo by external entities must not be allowed unless use of the logo is consistent with promoting the goodwill of the California State Parks and the State's goals. When the State allows the logo to be used by an external entity on material not copyrighted to the State, the following policies apply:

- 1) Written permission must be granted in writing by the State and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing contract or agreement or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.
- 2) The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
- 3) The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the State.
- 4) The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or violates applicable law.
- 5) The logo may not be used in a manner that is determined by the State in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- 6) For each specific use of the logo (except in the cases of use by cooperating associations, concessionaires and operating agencies), advance approval must be obtained from the Chief of the Interpretation and Education Division.

B. Visual Display of the Logo: Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.

C. Registration Symbol: Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

D. Logo Components:

1) Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.

1) The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.

E. Colors:

1) It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow, PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown (outline). The yellow background is a gradation of PMS 123. No other colors may be used in the full-color version of the logo.

PMS 123-Yellow: CMYK: C-0, M-21, Y-88, K-0	RGB: R-253, G-200, B-47
PMS 281-Blue: CMYK: C-100, M-85, Y-5, K-20	RGB: R-0, G-38, B-100
PMS 364-Green: CMYK: C-73, M-9, Y-94, K-39	RGB: R-66, G-119, B-48
PMS 490-Brown: CMYK: C-29, M-85, Y-54, K-72	RGB: R-91, G-43, B-47
PMS 4715-Brown: CMYK: C-13, M-47, Y-43, K-38	RGB: R-150, G-109, B-91

2) Do not convert the full-color logo to gray scale. Instead use the black-and-white version of the logo.

3) Do not copy the full-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.

4) The logo, in both full-color and black-and-white, may be used on colored paper and fabric.

5) When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.

6) When embroidering the logo or screening it onto fabric, use the full-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

F. Appearance:

1) The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.

2) Do not tilt, skew, or distort the logo.

3) In order to maintain clarity, do not use the logo at a size smaller than 5/8" in diameter.

4) Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.

5) Do not download and use the logo from the Department's web site. It is not suitable due to its low resolution.

G. Placement:

6) Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.

7) To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:

a) The space must be the height of the letter "l" in the word "CALIFORNIA" in the logo.

b) The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.



EXHIBIT H – RESIDENTIAL RENTAL AGREEMENT

This is intended to be a legally Binding Agreement – Read it Carefully

For purposes of this Agreement, Concessionaire shall act as the California Department of Parks and Recreation’s agent. In the event that the California Department of Parks and Recreation (“State” or “DPR”) directs Concessionaire (“Landlord”) to act in a particular manner with regard to this Agreement and Concessionaire fails or refuses to act in that manner within a reasonable period of time under the circumstances, State shall be authorized to perform any acts that Concessionaire may perform under this Agreement and Concessionaire shall indemnify State to act.

Date: _____

_____, California

Tenant agrees as follows:

1. Landlord rents to Tenant and Tenant hires from Landlord those premises described as _____ together with the following furniture and fixtures: _____

2. The term of this agreement shall be month-to-month commencing on _____. DPR may, on Landlord’s behalf, serve Tenant with notice of termination of tenancy.
3. Tenant shall pay monthly rent, \$_____ on the first of each and every month, delinquent the 5th of each month, with a penalty of \$_____ each day thereafter. The rent shall be paid at _____.
4. Tenant agrees to pay upon execution of this agreement, in addition to rent a refundable security deposit of \$_____. The security deposit shall be refunded only if the premises are left thoroughly clean, all items are working and in place and upon full performance of the terms of this agreement by Tenant.
5. Tenant agrees to pay for _____ utilities, except for _____, which shall be paid for by the Landlord.
6. Tenant has examined the premises and all fixtures contained therein, and accepts the same as being clean and in good order, condition and repair.
7. The premises are rented for use only as a residence for a single family and for not more than _____ adults and _____ child(ren).
8. Tenant shall be entitled to quiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident.
9. Tenant shall obey all laws and will follow any rules issued by the Landlord. In addition, Tenant shall follow any rules issued by the DPR.

10. Tenant shall keep the premises rented for his exclusive use in good order and condition and pay for any repairs caused by his negligence or misuse or that of his invitees. Landlord shall maintain any other parts of the property and pay for repairs not caused by Tenant's negligence or misuse or that of his invitees.
11. Tenant agrees to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, for the cost of any repairs to the premises damaged by Tenant, household members, guests or invitees through misuse or neglect. Tenant acknowledges by signing this agreement, they have examined the premises, including appliances, fixtures carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist. Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.
12. It is understood that this Agreement may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest. Tenant agrees to pay any possessory interest or other tax levied on such interest. Tenant and Landlord shall indemnify the State of California from any damage or loss arising by reason of such tax or Revenue Taxation Code Section 107.6.
13. Tenant shall not paint or make alterations of the property. Tenant shall not perform automotive work or leave any auto in a state of disrepair. Tenant authorizes the Landlord to tow any vehicle left in a state of disrepair and deduct any costs from the Security Deposit. In addition, Tenant authorizes DPR to tow any vehicle left in a state of disrepair and authorizes Landlord to reimburse DPR by deducting the costs from Tenant's Security Deposit.
14. This lease will terminate if the premises become uninhabitable because of dilapidation, condemnation, fire or other casualty for more than 30 days. Rent will be reduced proportionately if the premises are uninhabitable for any shorter period.
15. With Tenant's permission, which shall not unreasonably be withheld, Landlord or his agent shall be permitted to enter to make repairs, and to show the premises to prospective tenants or purchasers. In an emergency, Landlord or his agent may enter the premises without securing prior permission from Tenant, but shall give Tenant notice of such entry immediately thereafter.
16. Tenant shall not let or sublet or allow anyone to move in to the premises nor assign this agreement or any interest in it without the prior written consent of Landlord.
17. If Tenant abandons or vacates the premises, Landlord may, at his option, terminate this agreement, re-enter the premises and remove all property.
18. Tenant agrees to notify Landlord in the event that they will be away from the premises for _____ consecutive days or more. During such absence Landlord

may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

19. Tenant will not change the keys or locks to the premises. In the event Tenant changes the keys or locks, Landlord may gain entry to the property in any manner.
20. Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvement, supply agreed services and show the premises to prospective buyers or tenants. Except in cases of emergency, Tenant's abandonment of the premises or court order, Landlord shall give Tenant reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 1:00 p.m.
21. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.
22. The Landlord, and anyone designated by the Landlord, to manage the premises are authorized to accept service of process and receive other notices and demands. All such legal papers shall be delivered to the Landlord at the following address: _____
23. The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)
24. For the purpose of this agreement "pets" refers to dogs or cats. Domesticated farm animals are prohibited unless specifically authorized by the Landlord or designee. Animals which remain inside the house in a cage, aquarium, or other container, are allowed.

Under the following circumstances the Landlord, Landlord's designee, or DPR may prohibit or limit the number of pets in the premises:

1. Resource management concerns;
2. Residence located in use areas where the pets could interact with the public;
3. Occupation of structures where loss of resources could occur.

When pets are permitted in the premises and associated properties, they are subject to:

- DPR's Department Operations Manual (DOM), Chapter 6, Provisions Limited to Specific Units

- City/county regulations
- State Regulations including Title 2, California Code of Regulations (CCR) Section 4312 Dogs; Animals

The leash provision of 2 CCR Section 4312 is exempted when the pet is within the confines of the yard as identified by residential plot plan as follows:

1. In a fenced yard, the pet may be unattended as long as the confining structure does not permit the pet to escape and the pet does not create a disturbance (A “disturbance” means any unreasonable barking or howling, creating a menace, nuisance or inconvenience to others) or;
2. In an unfenced yard, pets may be off leash while they are under the immediate control of the owner and are not permitted to leave the yard or;
3. In a fenced or unfenced yard, runs or tie downs are permitted as long as the pet does not leave the yard boundaries or create a disturbance.

It is the Tenant’s responsibility to keep the yard free of all pet/animal waste.

When Tenant is absent from their residence and pets or animals are left unattended (no responsible person on site) for more than 48 hours, a responsible party shall be identified in advance of the absence to the appropriate supervisor for the park unit in which the residence is located.

Owners shall be responsible for damages to premises or private property caused by their pets/animals.

25. This document, including its attachments, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant, members of their household, guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.
26. Either party may terminate this agreement in the event of a violation of any provision of this agreement by the other. Either party may also terminate this agreement without reason upon written notice as required by law for month-to-month leases. DPR may, on Landlord’s behalf, serve Tenant with notice of termination of tenancy.

Landlord Date

Tenant Date

Tenant Date

EXHIBIT I – DRUG FREE WORKPLACE CERTIFICATION

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 12/93)(CA ST PKS, EXCEL 4/9/1999)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
 PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
TITLE	()
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT J – PEST CONTROL RECOMMENDATION

PEST CONTROL RECOMMENDATION

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

1. PARK UNIT		UNIT NO.	2. RECOMMENDATION EXPIRATION DATE	
3. LOCATION / ADDRESS TO BE TREATED				
				COUNTY
4. SITE OR ITEMS TO BE TREATED			5. ACRES OR UNITS TO BE TREATED	
6. PEST(S) TO BE CONTROLLED (use recognized common name)				
7. NON-PESTICIDE PEST CONTROL (if any)				
8. NAME OF PESTICIDES(S) (common name or trade name)		RATE PER ACRE OR UNIT	DILUTION RATE	VOLUME PER ACRE OR UNIT
9. METHOD OF APPLICATION <input type="checkbox"/> Air <input type="checkbox"/> Ground <input type="checkbox"/> Fumigation <input type="checkbox"/> Other:				
10. HAZARDS AND/OR RESTRICTIONS				
<input type="checkbox"/> Highly toxic to bees <input type="checkbox"/> Toxic to birds, fish and wildlife <input type="checkbox"/> Do not apply during irrigation or when run-off is likely to occur <input type="checkbox"/> Do not apply near desirable plants <input type="checkbox"/> Do not allow to drift onto humans, animals, desirable plants or property <input type="checkbox"/> Keep out of lakes, streams and ponds <input type="checkbox"/> Birds feeding on treated area may be killed		<input type="checkbox"/> Do not apply when foliage is wet (dew, rain, etc.) <input type="checkbox"/> May cause some people an allergic reaction <input type="checkbox"/> Corrosive and reacts with certain materials (see label) <input type="checkbox"/> Closed system required <input type="checkbox"/> Restricted use pesticide (California and/or Federal) <input type="checkbox"/> Hazardous area involved (see map and warnings) <input type="checkbox"/> Other (see attachment)		
11. SCHEDULE, TIME OR CONDITIONS FOR THE APPLICATION				
12. SENSITIVE NATURAL OR CULTURAL RESOURCES ADJACENT TO TREATMENT SITE				
13. PROXIMITY OF OCCUPIED DWELLINGS, PEOPLE, PETS OR LIVESTOCK				
14. CRITERIA USED FOR DETERMINING NEED FOR PEST CONTROL TREATMENT				
<input type="checkbox"/> Sweep Net Counts <input type="checkbox"/> Pheromone or Other Trap <input type="checkbox"/> Field Observation <input type="checkbox"/> Preventative <input type="checkbox"/> Leaf or Fruit Counts <input type="checkbox"/> Soil Sampling		<input type="checkbox"/> History <input type="checkbox"/> Other: _____		
15. OPERATIONAL RESTRICTIONS		16. MAP (Sketch)		
<input type="checkbox"/> Worker reentry interval _____ days <input type="checkbox"/> Posting required <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not irrigate for at least _____ days after application <input type="checkbox"/> Do not apply more than _____ applications(s) per season property <input type="checkbox"/> Do not feed treated foliage or straw to livestock <input type="checkbox"/> Plantback restrictions (see label) <input type="checkbox"/> Other (see attachment)		<div style="display: flex; justify-content: space-between; align-items: center;"> N E </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 100px;"> W S </div>		
17. WARNINGS/REMARKS				
18. I certify that alternatives and mitigation measures that would substantially lessen any significant adverse impact on the environment have been considered and, if feasible, adopted.				
ADVISOR'S SIGNATURE		DATE	LICENSE NO.	
▶				
ADVISOR'S EMPLOYER		EMPLOYER'S ADDRESS		
19. DEPARTMENT APPROVALS	▶ MAINTENANCE SUPERVISOR (or designee)			
	▶ RESOURCE ECOLOGIST (if natural resources are affected see item 10)	▶ MUSEUM COLLECTION SPECIALIST (if artifacts in treatment area)		

EXHIBIT K – DPR 449, MONTHLY VISITOR ATTENDANCE REPORT

State Of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

MONTH	YEAR
DISTRICT NO.	
PARK UNIT NO.	SUBUNIT CODE

MONTHLY VISITOR ATTENDANCE REPORT

Check if park is closed.

DISTRICT NAME				PARK NAME				SUBUNIT NAME				
D A Y	PAID DAY USE			FREE DAY USE			OVERNIGHT			BOATS	ST PK FOUND.	D A Y
	Vehicle	Non Veh.	# People at Group Sites	Vehicle	Non Veh.	# People at Group Sites	Sites	Other	# People at Group Sites	Launched	# Redeemed	
1												1
2												2
3												3
4												4
5												5
6												6
7												7
8												8
9												9
10												10
11												11
12												12
13												13
14												14
15												15
16												16
17												17
18												18
19												19
20												20
21												21
22												22
23												23
24												24
25												25
26												26
27												27
28												28
29												29
30												30
31												31
TOTAL												TOTAL
CONVERSION FACTORS										NAME		
Paid Day Use			Free Day Use			Sites			TITLE			
CONVERSION FACTOR TOTALS										PHONE NO.		
Paid Day Use			Free Day Use			Sites			()			

EXHIBIT L – DPR 918, SEMI-ANNUAL INTERPRETIVE SUMMARY

State of California -- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

SEMI-ANNUAL INTERPRETIVE SUMMARY

First Half
Second Half
Full Year (Hdq. Only)

DISTRICT

PREPARED BY

FISCAL YEAR

INTERPRETIVE ACTIVITY	NUMBER OF PROGRAMS	HOURS OF PRESENTATION (BY CLASS)				TOTAL ATTENDANCE	X	AVG PROG. LENGTH (hrs.)	=	TOTAL HOURS OF PUBLIC EDUCATION	
		Perm.	Seas.	Vol.	Total						
PRESENTED (formal/led) INTERP. (P)	Campfire programs										
	Hikes, tours, talks, demos, & A-V										
	Junior Rangers										
	Junior Lifeguards										
	SCHOOL PROGRAMS (K-12)	In-park									
		Off-site									
		Env. Living/Studies									
	Living history programs										
	Other interp. special events										
	PRESENTATION TOTALS (P)										
SELF GUIDED INTERP. (S)	Visitor center/Museum visit										
	Self-guided trails & tours										
	SELF-GUIDED ACTIVITY TOTALS										
INTERPRETIVE ACTIVITY GRAND TOTALS (P+S)											