

Agreement No. _____

Date: _____

CONCESSION AGREEMENT BETWEEN
[NAME OF CONCESSIONAIRE] & COUNTY OF MONTEREY

(Event Name)

[LOCATION OF EVENT]Park

[DATES(S) OF EVENT]

(Date)

This agreement by and between the County of Monterey,), a political subdivision of the State of California, hereinafter called "COUNTY", and _____, hereinafter called "CONCESSIONAIRE",

WITNESSETH:

- I. CONCESSIONAIRE desires to secure from the COUNTY certain rights and privileges and to conduct the _____, during the period of _____, to be held at _____ in Monterey County, California.
- II. COUNTY hereby grants to the CONCESSIONAIRE the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:
 - A. (Park name/areas, dates and times of event.) All facilities are provided on an "as is" basis. CONCESSIONAIRE shall provide COUNTY a detailed timeline showing dates, times and areas of set up, clean up and remediation no later than _____, as part of the Plan submission.
 - B. (Other restrictions on use of facility.)
 - C. CONCESSIONAIRE shall be allowed to begin event set up on _____ at _____ and will complete all tear down, clean up and remediation of the property no later than _____ at _____. (Other considerations.) (Optional language if Concessionaire using entire park for event: "CONCESSIONAIRE agrees that the park will be open to the public all days except event days.")
- III. The purposes of occupancy shall be limited to activities directly associated with the _____(EVENT.)
- IV. CONCESSIONAIRE agrees to pay to COUNTY for the rights and privileges hereby granted, the amounts and in the manner set forth below:
 - A. (Fee amounts and description.)
 - B. (If applicable.) Utilities will be charged to CONCESSIONAIRE at COUNTY's cost following the event.
 - C. Payment is due as outlined in the Special Provisions section of this agreement.
- V. Upon approval of this agreement by _____, CONCESSIONAIRE shall pay to COUNTY a non-refundable deposit of \$ _____, payable not later than _____. The deposit will be applied to the full payment due COUNTY for the EVENT.
- VI. _____ days prior to the event, CONCESSIONAIRE shall provide COUNTY with a \$ _____ certified check payable to COUNTY as security to guarantee payment of:

- A. Any money which may be payable to COUNTY under this agreement;
- B. Any damage to park property;
- C. Utility charges, if any;
- D. Removal by COUNTY of such of CONCESSIONAIRE's personal property as may be left on the premises in violation of terms of this agreement; and
- E. Cost to COUNTY of restoring premises occupied and left by CONCESSIONAIRE in unsatisfactory condition.

COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the event. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be constructed to excuse faithful performance by CONCESSIONAIRE or limit the liability of CONCESSIONAIRE under this Agreement or for damages, either to the full amount of the bond/security or otherwise.

VII. A Special Use Event Application, attached to this agreement, has been completed and submitted by the CONCESSIONAIRE to the COUNTY at least two (2) weeks prior to the execution of this agreement. This aforementioned application includes the reasons why the proposed event is considered compatible with the use of the COUNTY Parks System, list of fees and charges proposed, methods for collecting special use fees, maximum attendance at event, methods of limiting attendance, estimated gross receipts, items to be sold at said event, individual(s) responsible for event, parking arrangements, fire and police protection, etc. Execution of this agreement constitutes an approval of the Special Use Event Application, Exhibit A, attached and all statements therein made become a part of the terms and conditions of this agreement.

VIII. COUNTY may limit maximum attendance at COUNTY's discretion. Maximum attendance is _____ per day, including staff, vendors and participants.

IX. The CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.

X. *(If applicable.)* Appropriate COUNTY staff shall be allowed access to the event at no charge and not to exceed _____ all-access credentials, both admission and parking, for use as COUNTY deems necessary for management staff, COUNTY's agents, and other COUNTY staff as needed. This does not apply to Park Rangers who shall be allowed to enter the event solely by providing their badge and without any additional credentials. All complimentary credentials shall not be subject to resale, and are subject to cancellation by CONCESSIONAIRE if resale is attempted and identified (e.g., eBay, Stubhub, Craigslist).

XI. CONCESSIONAIRE's GENERAL OBLIGATIONS.

- A. CONCESSIONAIRE shall complete all required plans and approvals for each event at least sixty (60) days prior to the event as outlined in the Plans section of this Agreement.
- B. CONCESSIONAIRE shall not commit or permit any injury or damage to any part of _____ Park, or its appurtenances nor any waste thereon. All property utilized by CONCESSIONAIRE in the course of the operations contemplated hereby shall be returned to COUNTY in the same condition or repair after each program use, reasonable wear and tear excepted.
- C. *(If applicable.)* Only existing trails may be used. New trails may not be constructed in any area.
- D. CONCESSIONAIRE shall promptly return COUNTY property to original condition.
- E. CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to _____ Park or other facilities arising out of CONCESSIONAIRE's operation hereunder. CONCESSIONAIRE will complete all environmental repairs, as agreed to with Parks Department representatives, within ___ days following the event. If

repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.

- F. CONCESSIONAIRE, its agents, employees, and patrons shall be bound by all existing federal, state, and COUNTY laws, ordinances, regulations and use permits that apply to _____ Park and CONCESSIONAIRE's operations.
- G. CONCESSIONAIRE, shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including but not limited to a taxable possessory interest if one is created by this Agreement. The payments of any such taxes, assessments or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE to COUNTY pursuant to this use agreement.
- H. CONCESSIONAIRE shall be responsible for and promptly obtain all necessary licenses and permits to conduct the event, including but not limited to those licenses necessary for the public performance of music if applicable, and shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

XII. It is mutually agreed that this agreement and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the COUNTY.

XIII. INDEMNITY AND HOLD HARMLESS. CONCESSIONAIRE shall indemnify, defend, and hold harmless the United States of America, County of Monterey, and their officers, agents, and employees from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, service, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any participant, person, firm, or corporation for damage, injury, or death arising out of or connected with CONCESSIONAIRE's performance of this Agreement, and or the use of traffic circulation roads within _____ Park, and the public performance of music, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct the COUNTY. "CONCESSIONAIRE's performance" includes CONCESSIONAIRE's action or inaction and the action or inaction of CONCESSIONAIRE's officers, employees, agents, and subcontractors. Without limiting CONCESSIONAIRE'S indemnification, it is agreed that CONCESSIONAIRE shall maintain in force at all times during the performance of this agreement a policy or policies of insurance covering all of its operations and in the amounts and according to the terms and conditions set forth in Section XIV of this Agreement.

XIV. INSURANCE & EVIDENCE OF COVERAGE

- A. Insurance & Evidence of Coverage
 - 1. Prior to commencement of this Agreement, CONCESSIONAIRE shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONCESSIONAIRE, upon request, shall provide a certified copy of the policy or policies.
 - 2. This verification of coverage shall be sent to COUNTY, unless otherwise directed. CONCESSIONAIRE shall not proceed with performance under this Agreement, and COUNTY shall have no liability, until CONCESSIONAIRE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONCESSIONAIRE. Failure by CONCESSIONAIRE to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

B. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.

1. Insurance Coverage Requirements: Without limiting CONCESSIONAIRE's duty to indemnify, CONCESSIONAIRE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the minimum limits of liability as listed in this section.
2. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$_____ per occurrence.
3. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
4. Workers' Compensation Insurance, if CONCESSIONAIRE employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
5. Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$_____ in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONCESSIONAIRE shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
6. Liquor liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage.
7. Commercial General, Liquor Liability and Auto Liability policies shall provide an endorsement naming the County of Monterey, the United States of America, and its officers, agents and employees as additional insureds, and shall further provide thirty days' written notice to COUNTY in advance of cancellation or non-renewal of said policies.
8. Commercial General, Liquor Liability and Auto Liability policies shall also be endorsed to provide that such insurance is Primary Insurance and that no insurance or self-insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with CONCESSIONAIRE's performance of this Agreement.
9. Accident Medical Benefits Insurance to cover spectators, entertainers, employees and volunteers, with limits not less than \$25,000 each person.
10. The insurance carried must be with established and reputable companies acceptable to COUNTY. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Agreement, which shall continue in full force and effect.

C. Other Insurance Requirements:

1. All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONCESSIONAIRE completes its performance of services under this Agreement.
2. Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONCESSIONAIRE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
3. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONCESSIONAIRE's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONCESSIONAIRE's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
4. Prior to the execution of this Agreement by COUNTY, CONCESSIONAIRE shall file certificates of insurance with the COUNTY, showing that CONCESSIONAIRE has in effect the insurance required by this Agreement. CONCESSIONAIRE shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

D. Special Event Insurance Endorsements:

1. The County of Monterey, the United States of America, their officers, agents, and employees are named as additional insureds.
2. Permittee's Insurance is the primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Permittee's insurance.
3. This Insurance Policy shall not be canceled or reduced without 30 days written prior notice to County of Monterey, County Administrative Officer, or designee, Certificate of Insurance showing the existence of a policy or policies having the above described limits with the above described endorsements must be delivered to County Administrative Officer, or designee, prior to the beginning of the special event.
- 4.

XV. RELATIONSHIP. Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether

or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. CONCESSIONAIRE shall clearly establish at all times during the terms hereof that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not co-partner or otherwise liable or obligated for any cost, expenses, or CONCESSIONAIRE's conduct of same. The COUNTY makes no representation or warranty with respect to the suitability of _____Park for CONCESSIONAIRE activities conducted hereunder.

- XVI.** It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- XVII.** All Rules and Regulations set forth in Exhibit B, are hereby made a part of this agreement, and the CONCESSIONAIRE agrees that it has read this agreement and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing by the parties hereto.
- XVIII.** In the event the CONCESSIONAIRE fails to comply in any respect with the terms of this agreement and the Rules and Regulations incorporated herein, all payments for this concession space shall be deemed earned and nonrefundable by the COUNTY, and the COUNTY shall have the right to terminate this Agreement and reenter and use the space in any manner deemed in the best interests of the COUNTY.
- XIX.** NO REPRESENTATION OR WARRANTY OF FITNESS. CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions, facilities, and area in _____Park which CONCESSIONAIRE is authorized to use in accordance with this agreement has not been represented as being fit for CONCESSIONAIRE's intended use or for any particular use. CONCESSIONAIRE acknowledges that it has been advised to inspect the condition, facilities, and other areas CONCESSIONAIRE is permitted to use hereunder prior to the issuance of this agreement, and/or prior to CONCESSIONAIRE's actual use from time to time. Based upon CONCESSIONAIRE's personal inspection or upon CONCESSIONAIRE's right to inspect, CONCESSIONAIRE further acknowledges that the conditions, facilities, and other areas are safe and adequate for CONCESSIONAIRE's intended use. CONCESSIONAIRE shall be responsible for all equipment and for adequate safeguards for the protection of CONCESSIONAIRE and others.
- XX.** COUNTY and CONCESSIONAIRE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.
- XXI.** This agreement may not be transferred to any other entity.
- XXII.** Notices to the parties to this Agreement shall be to the parties and their Agreement representatives indicated in the signature section below.
- XXIII.** This agreement is not binding upon the COUNTY until it has been duly accepted and signed by its authorized representative.
- XXIV.** Special Provisions: _____ pages of special provisions are incorporated in this agreement by this reference.

XXV. Plans: pages of plans are incorporated in this agreement by this reference.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto the day and year first above written.

CONCESSIONAIRE

COUNTY OF MONTEREY

By _____

By _____

Date _____

Date _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Approved as to form by County Counsel.

(Event Name)
at _____ Park

(Date)

SPECIAL PROVISIONS

I. AGENCY CONTACT

- A. CONCESSIONAIRE is responsible for contacting and obtaining all necessary permits, authorizations, etc., from State, Federal, and appropriate COUNTY agencies. This may include, but is not limited to, the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Public Health and Sheriff's Departments and CalTrans.
- B. CONCESSIONAIRE will furnish copies of all permits or authorizations from outside agencies, as appropriate, to the COUNTY at least two weeks prior to the event.

II. FEES

- A. All fees and charges are due according to the following payment schedule:

(Amount) (Description) (Due Date)

- B. If the event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply and will hold the COUNTY harmless as to any claims by anyone who has a refund of such pre-payment for admission, participation in the event or any other payment.

III. CAMPING

(Camping Details.)

IV. PARKING AND TRAFFIC CONTROL

- A. Traffic control within the _____ Park is the responsibility of the CONCESSIONAIRE during the event. CONCESSIONAIRE shall control all EVENT-related traffic within _____ so as not to interfere with other uses of the facility.
- B. Parking control within _____ Park is the responsibility of the CONCESSIONAIRE during the event. Parking within _____ Park will be allowed for _____ as determined by CONCESSIONAIRE.
- C. All signage necessary to execute the Parking and Traffic Control Plan is the responsibility of the CONCESSIONAIRE. No directional or informational signs may be attached to permanent park signs.
- D. All traffic control devices, i.e., barricades, cones, etc., are the responsibility of the CONCESSIONAIRE.

- E. CONCESSIONAIRE will see that no unauthorized vehicles will be driven on established lawn area or off-road areas within the parks. To obtain access by any said vehicle to an off-road area within the park, CONCESSIONAIRE or his/her representatives will first contact the assigned COUNTY staff. All such vehicles shall have a pre-approved identification plaque.
- F. *(As needed.)* California Highway Patrol (CHP) will control traffic on Highway ____ as required for the event. CONCESSIONAIRE will contract with CHP.

V. **CLEAN UP AND SANITATION**

- A. Any areas considered private or not open to the public will be maintained by the CONCESSIONAIRE. In addition, all costs associated with such areas will be borne by the CONCESSIONAIRE.
- B. The CONCESSIONAIRE requests or is required to have on-site, sufficient chemical toilets for the size of the event. The CONCESSIONAIRE will determine the number of extra chemical toilets necessary to serve any given area during the event per Monterey County Health Department standards. That number of required chemical toilets will be furnished and maintained during the event at the expense of the CONCESSIONAIRE.
- C. The COUNTY will maintain all permanent restroom facilities during the event. Permanent restroom facilities not open to the public will be the responsibility of the CONCESSIONAIRE. The cost of any chemical toilets needed to replace permanent restroom facilities being closed to the public shall be borne by the CONCESSIONAIRE.
- D. The PARKS DEPARTMENT will provide you with a relatively litter and trash free event site. The PARKS DEPARTMENT will put out trash cans and line each with a plastic bag. At the conclusion of your event, the PARKS DEPARTMENT will pick-up all empty trash cans and return them to storage.
- E. CONCESSIONAIRE will be responsible for all litter and trash control during the event, including set up and teardown. Should the PARKS DEPARTMENT be required to empty trash cans or pick-up excessive litter after your event, you will be billed for such service, or have it deducted from your cash bond.
- F. The Monterey County Health Department requires you to develop a Recycling Plan to recycle waste products generated by your event including plastic, aluminum, cardboard and cooking oils. Please complete the form provided to you.
- G. If a dumpster(s) is required for the event, its cost shall be the responsibility of the CONCESSIONAIRE. CONCESSIONAIRE shall contract for drop off, empty and pick up as needed.
- H. It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- I. It is the responsibility of the CONCESSIONAIRE to provide portable hand wash facilities in food concession areas.
- J. Any showers provided by CONCESSIONAIRE shall be self-contained. No water shall be disposed of on _____ Park property.

VI. FACILITY DAMAGE

- A. Any changes or alterations to the park facilities or grounds must have prior written approval from COUNTY. All changes, alterations, or damages resulting from the CONCESSIONAIRE's activities must be restored, repaired and/or replaced after the event to the satisfaction of the PARKS DEPARTMENT.
- B. The COUNTY and a representative from the CONCESSIONAIRE will conduct a pre-event and post-event facility inspection of all facilities, grounds and areas to be used as part of the event.
- C. Control measures to minimize potential erosion damage from event participants and spectators to the park grounds will be provided at the CONCESSIONAIRE's expense: including temporary fencing around sensitive areas, security staff and signage of event areas as determined by COUNTY. Erosion damage will be repaired at the CONCESSIONAIRE's expense under COUNTY supervision no later than five (5) days after the event. CONCESSIONAIRE will have equipment and materials, i.e., tools, seed, straw, on-site prior to the conclusion of the event.
- D. CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

VII. ADVERTISEMENT

- A. Advertisement is not allowed on Highway ___.
- B. All banners and signs and their method and location of display, must be approved by the COUNTY.

VIII. MISCELLANEOUS

- A. CONCESSIONAIRE must furnish his/her own tables and chairs for the event. Only onsite picnic tables will be furnished by the COUNTY. All picnic tables, if moved for your event, must be returned to original locations after the event.
- B. COUNTY must be furnished a list and location map of all vendors associated with your event no later than three (3) weeks prior to your event. This list must include food, merchandise and information vendors. All vendors must be consistent with the mission the event and with Monterey County regulations.
- C. CONCESSIONAIRE, its agents, employees, and patrons shall be bound by all existing federal, state, and COUNTY laws, ordinances and regulations that apply to _____Park and or CONCESSIONAIRE's operations, and shall obtain all necessary licenses and permits for the event and activities.
- D. CONCESSIONAIRE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including but not limited to a taxable possessory interest if one is created by this Agreement. The payments of any such taxes, assessments, fees, or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE.
- E. CONCESSIONAIRE shall abide by COUNTY quiet hours, 10:00 pm-7:00 am. Any and all use of amplified sound must be directed away from local residential areas. CONCESSIONAIRE must comply with Monterey County Code Chapter 10.60 - Noise Control.

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PLANS

- I.** In order to help ensure that your event is successful from an operational standpoint, the COUNTY Parks Department, together with other agencies, may require that you develop and supply to us certain plans. These plans will address one or more of the following aspects of your event. They may be composed of, but are not limited to, maps, narrative descriptions, other agency correspondence, applications, licenses, etc. Plans required for your event are checked as follows:

- | | | |
|----------|----|--------------------------|
| <u>X</u> | a) | Site Development Plan |
| <u>X</u> | b) | Parking and Traffic Plan |
| <u>X</u> | c) | Communications Plan |
| <u>X</u> | d) | Sanitation Plan |
| <u>X</u> | e) | Camping Plan |
| <u>X</u> | f) | Medical Plan |
| <u>X</u> | g) | Security Plan |
| <u>X</u> | h) | Disabled Access Plan |
| <u>X</u> | i) | Animal Control Plan |
| <u>X</u> | j) | Recycling Plan |
| <u>X</u> | k) | Remediation Plan |

The following will give you some idea of what various plans are expected to contain. All items may not be applicable to your event.

II. SITE PLAN

- A. This plan should be an overview of your entire activity area on a map. Elements of other plans may appear on this map. In addition, you may want to include some narrative descriptions. Your plan may include locations of:

- | | |
|----------------------------------|------------------------------------|
| 1) Stage (s) | 10) Medical Services |
| 2) Vendors Area | 11) Communications Tent |
| 3) Tents and their function | 12) Alcohol Sales Location |
| 4) Different Activity Areas | 13) Drinking Water Locations |
| 5) Entry Points (access control) | 14) Permanent Restroom Locations |
| 6) VIP Areas | 15) Event Registration |
| 7) Ticket Sales | 16) Handicapped (Disabled) Parking |
| 8) Parking Areas | 17) Fuel Storage Area |
| 9) Competitive Courses | |

- B. CONCESSIONAIRE is responsible for securing planning, building and encroachment permits from the County Resource Management Agency (RMA.) It is recommended that the CONCESSIONAIRE contact RMA a minimum of 90-180 days in advance of EVENT to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by the COUNTY.

III. COMMUNICATIONS PLAN

- A. Include a brief statement stipulating what type of event is being conducted and estimates of attendance.
- B. Identify individuals responsible for coordinating special event communications including contact phone numbers.
- C. Identify specific period in which special event communications will be conducted including dates and specific hours of operation.
- D. Identify who/what organization will be providing basic communication services for the event. Include a statement explaining personnel training and level of experience.
- E. Provide location(s) and generalized description of communication facilities to be utilized during the event including location of dispatch center.
- F. Identify Monterey County public safety agencies and organizations participating with CONCESSIONAIRE (e.g. Sheriff, EMS, Fire District, California Highway Patrol, etc.)
- G. Include a statement regarding how the event communications operation will interface with the County Public Safety Communications system in the event of a major emergency or disaster. An Incident Command Post must be established.
- H. Include a listing of frequencies to be used by site coordinators during the event. A list of radio call signs that will be used must be included should interagency coordination be required during a major emergency.
- I. A listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.
- J. A statement providing special operational information relating to event communications as needed.

IV. MEDICAL PLAN

CONCESSIONAIRE shall complete a Medical Plan form for submittal to the County Office of Emergency Medical Services (EMS) for approval. COUNTY will provide the form.

V. PARKING AND TRAFFIC CONTROL PLAN

- A. List names of person(s) responsible for parking and traffic control and their work schedules.
- B. On a map, show the traffic plan patterns within the park at different stages of the event. Differentiate between general traffic routes and VIP, vendor, or participant routes, if applicable.
- C. On a map denote the areas of the park to be used for parking, how they will be identified, and in what order they will be parked.
- D. Show any access control points, i.e., ticket sales, ticket check, will call, etc.
- E. If CHP or Sheriff's Department will be involved in this aspect of your event, so note together

with their work schedules. Provide proof that the Traffic Control Plan has been approved by the appropriate agency.

VI. SANITATION PLAN

- A. A Sanitation Plan will be completed by the CONCESSIONAIRE. On a map, show the location of various groupings of chemical toilets as they will be placed and all permanent restroom facilities in the event area(s.)
- B. The permanent facilities open to the public serving the event area will offset the number of chemical toilets that may be required for the event.
- C. Include the name of the sanitation company, contact person, phone number, the date that chemical toilets will be moved into place and the date they will be removed or returned to their original location.

VII. CAMPING PLAN

- A. List names of person(s) responsible for this aspect of the event together with their work schedules.
- B. Using a map show the areas of the park to be camped, times and dates of occupancy and how you will identify different areas, i.e., "A" Camp, "B" Camp, VIP, vendors, overflow, etc.
- C. Explain how campers are to be assigned to a particular site or area, how it will be accomplished and how many campers will occupy any given area.
- D. Explain how you will handle early arrivals for your event

VIII. SECURITY PLAN

- A. First, there are the security requirements that **you** will want for various aspects of your event (i.e., general crowd control, entry point management, equipment, vendor booths, alcohol sales, etc.). Pre and post event security for equipment, vehicles, vendor booths etc., should also be planned. Your plan should clearly state:
 - 1) List name(s) of person(s) responsible for this aspect of your event together with their work schedules and how they can be contacted.
 - 2) List total number of security personnel, their assignments, how they will be communicated with, how will they be identified, and their work schedules.
- B. Second, there are the security requirements that **others** will require of you in order for your application to be approved. Normally these requirements will come from the Parks Department and the Monterey County Sheriff's Department, who have jurisdiction within Monterey County Parks.
- C. The Sheriff's Office may require that you furnish additional security or information. The determination of what is acceptable will be determined by the Sheriff's Office. Should the Sheriff's Office require that one or more of their units be on site during the event, you are required to fill out an "Application for Special Police Protection." This form is available through the Sheriff's Office or the Parks Department.

IX. ACCESSIBILITY PLAN

The plan must describe, in narrative form, the following: the numbers and locations of accessible parking and restrooms and accessibility to all areas of the event and how it will be accomplished. Parking and restrooms must be shown on your Site Plan.

X. ANIMAL CONTROL PLAN

The plan must address, in narrative form, the following: advertisement of restrictions, entrance control, vaccination verification, alternatives to bringing pets to the event and, temporary holding facilities. Other animal control-related issues shall be addressed as necessary.

XI. REMEDICATION PLAN

CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

Approved as to form by County Counsel.