File ID 15-0335 No. 23



# Monterey County

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

## **Board Order**

Agreement No.: A-12692

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved a one-time Concession Agreement for Special Events between Spartan Race, Inc., and the County of Monterey to produce the Monterey Super Spartan Race event at the Toro County Park on June 6, 2015; and
- b. Authorized the Director of Purchasing to sign the Agreement.

PASSED AND ADOPTED on this 28th day of April 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter NOES: None **ABSENT:** None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on April 28, 2015.

Dated: April 29, 2015 File ID: 15-0335

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Denise Hancock

Agreement No. <u>SR0615</u> Date: 3/26/2015

#### CONCESSION AGREEMENT FOR SPECIAL EVENTS

#### Dates of Event: June 6, 2015

This agreement by and between the County of Monterey, hereinafter called "COUNTY", and <u>Spartan</u> <u>Race Inc</u>, hereinafter called "CONCESSIONAIRE",

#### WITNESSETH:

A. CONCESSIONAIRE desires to secure from the COUNTY certain rights and privileges and to conduct the following described activity upon certain premises, and with the <u>Monterey Spartan Race</u>, during the period of an event, to be held at Monterey County, California, on <u>June 6, 2015</u>.

**B**. 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:

- 1. **Toro County Park** in its entirety (Saturday, June 6, 2015). All facilities 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 April 30, 2015, as part of the Plan submission.
- 2. CONCESSIONAIRE agrees that the park will be open to the public all days except event day (Saturday, June 6, 2015). CONCESSIONAIRE will build the race course and obstacles in a manner that does not interfere with public use of the park to the best of their ability and obstacles shall be secured from public use. COUNTY shall not reserve group areas during this time.
- 3. CONCESSIONAIRE shall be allowed to begin event set up on Friday, May 29, 2015, and will complete all tear down, clean up and remediation of the property no later than Monday, June 10, 2015. Set up on Friday, May 29, 2015, through Sunday, May 31, 2015, shall take place on trails and in areas which do not interfere with weekend group rentals.
- 4. **Laguna Seca Recreation Area**, Wolf Hill parking lot, for all event parking on Saturday, June 6, 2015, if needed. CONCESSIONAIRE shall confirm in writing no less than thirty (30) days in advance if they will be using Laguna Seca Recreation Area for parking.

C. The purposes of occupancy shall be limited to activities directly associated with the <u>Monterey</u> <u>Spartan Beast Race</u> event.

**D**. CONCESSIONAIRE agrees to pay to COUNTY for the rights and privileges hereby granted, the amounts and in the manner set forth below:

1. A flat fee of \$38,000.00 which includes the following:

- a) Toro Park Site Rental Fees: \$550.00 per day (3days Friday, May 30, through Sunday, May 31, 2015); \$1,600.00 per day (2 days Monday, June 1, through Tuesday, June 2, 2015; \$2,500.00 per day (6 days Wednesday, June 3, through Monday, June 8, 2015); and, \$300.00 per day (8 days Tuesday, June 9, 2015 through Tuesday, June 16, 2015) for a total of \$22,250.00.
- b) Total Day Use Fee of \$15,000.00 (Saturday, June 6, 2015) for all VIPs, sponsors, participants and spectators based on \$2.50 per person, the projected attendance number and attendance records from 2014. COUNTY does not expect payment for staff, volunteers or vendors needed to operate the event.
- c) Laguna Seca Recreation Area, Wolf Hill Parking, Site Rental Fee (Saturday, June 6, 2015) of \$750.00 if used.
- 2. Payment is due as outlined in the Special Provisions section of this agreement.

E. CONCESSIONAIRE agrees to deposit with COUNTY a cash bond in the amount of \$20,000.00 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.

**F.** 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.

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

- H. CONCESSIONAIRE'S GENERAL OBLIGATIONS.
  - 1. CONCESSIONAIRE shall complete a Special Event Application and a Concession Agreement for Special Events (Exhibit "B") and all required plans and approvals, approved by the Director of Parks, for each event at least 60 days prior to the event.
  - 2. CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Toro County Park or the Laguna Seca Recreation Area, 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.
  - 3. CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to Toro County Park or the Laguna Seca Wolf Hill Parking Area or other

facilities arising out of CONCESSIONAIRE 's operation hereunder. CONCESSIONAIRE will complete all environmental repairs, as agreed to with Parks Department representatives, within 14 days following the event.

- 4. 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 Toro County Park or the Laguna Seca Recreation Area and CONCESSIONAIRE's operations.
- 5. 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.
- 6. 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.

I. 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.

J. INDEMNITY AND HOLD HARMLESS. CONCESSIONAIRE shall indemnify, defend, and hold harmless the United States of America, County of Monterey, Sports Car Racing Association of the Monterey Peninsula 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 the former Fort Ord road system and traffic circulation roads within Toro County Park and the Laguna Seca Recreation Area, and the public performance of music, unless such claims, liabilities or losses arise out of the sole negligence, gross negligence or willful misconduct of the United States of America, the COUNTY, or Sports Car Racing Association of the Monterey Peninsula. "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 Exhibit B attached hereto and made a part of this agreement by this reference.

**K.** 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 Toro County Park or the Laguna Seca Recreation Area for CONCESSIONAIRE activities conducted hereunder.

L. 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.

13. All Rules and Regulations set forth in Exhibit C, 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.

**M.** 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 reenter and use the space in any manner deemed in the best interests of the COUNTY.

NO REPRESENTATION OR WARRANTY OF FITNESS. N. CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions, facilities, and area in Toro County Park and the Laguna Seca Recreation Area 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 have exclusive use of this Laguna Seca Recreation Area as described above during periods of time CONCESSIONAIRE is scheduled to use the facilities under this agreement. CONCESSIONAIRE shall be responsible for all equipment and for adequate safeguards for the protection of CONCESSIONAIRE and others.

**O.** This agreement is not binding upon the COUNTY until it has been duly accepted and signed by its authorized representative.

P. The COUNTY may at any time, by the COUNTY Auditor or an outside certified public accountant, conduct an audit, examination or review of the Annual Financial Statements of the CONCESSIONAIRE or any of its subsidiary companies or operating divisions. The CONCESSIONAIRE being audited shall make available and provide any (and all) accounting and financial records to the auditor upon request. Such an audit, examination or review shall be at the expense of the COUNTY; provided, however, that should any audit, examination or review of the CONCESSIONAIRE'S records reveal an underpayment of more than three percent (3%) or any fee, tax or other amount due to the COUNTY under this Concession Agreement, the CONCESSIONAIRE shall bear the entire cost of the audit, examination or review.

Q. Special Provisions: Four (4) pages of special provisions are incorporated in this agreement by this reference.

**R**. Plans: Four (4) 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.

| CONCESSIONAIR                                   | $\mathcal{D}$ ( | COUN  | TY OF MONTEREY               |
|---|-----------------|-------|------------------------------|
| Ву  |                 | By    | the                          |
| Name <u>Jeffrey Conr</u>                        | 10r             |       | Mike Derr                    |
| Address 109 Kingston St., 4 <sup>th</sup> Floor |                 |       | 1488 Schilling Place Annex   |
| Boston, MA                                      | 02111           |       | Salinas, CA 93901            |
| Title COO, Sparta                               | n Race, Inc.    | Title | Contracts/Purchasing Manager |
| ATTEST:   |                 |       |                              |

Attachments:Exhibit A Special Event ApplicationExhibit B Special Event Insurance RequirementsExhibit C Rules and Regulations Governing Concessions at Special Events

#### <u>The 2015 Monterey Spartan Beast Race</u> <u>at Toro County Park</u> <u>June 6, 2015</u>

#### SPECIAL PROVISIONS

#### I. <u>AGENCY CONTACT</u>

- 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, including the Army and BLM, if appropriate, to the County Parks Department at least two weeks prior to the event.

### II. <u>FEES</u>

- A. A cash bond of \$20,000.00 will be delivered to the Special Events Manager 30 days prior to your event. Cash bond must be in the form of a Cashier's Check. It will be deposited to a holding account and, if all conditions are met, will be returned within 120 days following the event.
- B. CONCESSIONAIRE will supply all manpower to collect established fees for the event. Day Use Fees will apply to all VIPs, sponsors, participants and spectators based on registration and box office records or any other auditable records. COUNTY does not expect payment of Day Use Fees for staff, volunteers or vendors needed to operate the event.
- C. All fees and charges are due according to the following payment schedule:

| \$10,000.00 | Deposit       | Due April 20, 2015 |
|-------------|---------------|--------------------|
| \$20,000.00 | Cash bond     | Due May 6, 2015    |
| \$10,000.00 | Payment       | Due May 15, 2015   |
| \$18,000.00 | Final payment | Due June 3, 2015   |

D. 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. <u>CAMPING</u>

A. Toro County Park is not a camping facility. RV and tent camping are available at Laguna Seca Recreation Area. Reservations may be made by calling 888-588-2267.

- B. CONCESSIONAIRE shall be allowed camping at Toro Park for up to 20 people (staff and volunteer required for set up and teardown) beginning on Friday, May 30, 2015, and ending when teardown, clean up and remediation are completed.
- C. Location of camping shall be determined by COUNTY.

#### IV. PARKING AND TRAFFIC CONTROL

- A. Parking and traffic control within the park is the responsibility of the CONCESSIONAIRE during the event. Parking within Toro County Park will be allowed for staff, volunteers, VIPs, sponsors and vendors as determined by CONCESSIONAIRE. Parking for all participants and spectators will be at Laguna Seca Recreation Area, Wolf Hill Parking lot, or other property as arranged by CONCESSIONAIRE.
- B. 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.
- C. All traffic control devices, i.e., barricades, cones, etc., are the responsibility of the CONCESSIONAIRE. The PARKS DEPARTMENT will assist with these items as able.
- D. 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 Deputy Chief Ranger or designee. All such vehicles shall have a pre-approved identification plaque.
- E. California Highway Patrol (CHP) will control traffic on Highway 68 as required for the event. CONCESSIONAIRE will contract with CHP.

#### V. <u>CLEAN UP AND SANITATION</u>

- 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 PARKS DEPARTMENT will determine, using a formula approved by the County Health Department, the number of extra chemical toilets necessary to serve any given area during the event. That number of formula required chemical toilets will be furnished and maintained during the event at the expense of the CONCESSIONAIRE.
- C. The CONCESSIONAIRE requests or is required to have on-site, sufficient chemical toilets for the size of the event. The total cost of these extra chemical toilets is the sole responsibility of the <u>CONCESSIONAIRE</u>. The <u>PARKS DEPARTMENT</u> will maintain all permanent restroom facilities during the event, except those that are not open to the public. 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. **Trash and Litter Collection:** 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 the responsible for all litter and trash control during the event, including set up and teardown. The PARKS DEPARTMENT will provide extra plastic bags for you to maintain trash cans during your event. 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. *Grey Water Disposal*: It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- I. *Food Concession Hand Wash Facilities:* It is the responsibility of the CONCESSIONAIRE to provide portable hand wash facilities in food concession areas.

#### VI. FACILITY DAMAGE

- A. Any changes or alterations to the park facilities or grounds must have prior written approval from the PARKS DEPARTMENT. All changes, alterations, or damage resulting from the CONCESSIONAIRE's activities must be restored, repaired and/or replaced after the event to the satisfaction of the PARKS DEPARTMENT.
- B. **Facility Inspections:** The PARKS DEPARTMENT 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. **Erosion Control:** 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 the PARKS DEPARTMENT. Erosion damage will be repaired at the CONCESSIONAIRE's expense under PARKS DEPARTMENT supervision no later than one week after the event. CONCESSIONAIRE will have equipment and materials, i.e., tools, seed, straw, on-site prior to the conclusion of the event.

D. **Remediation 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.

#### VII. ADVERTISEMENT

- A. Advertisement is not allowed on Highway 68.
- B. All brochures, flyers or posters, shall be approved by the PARKS DEPARTMENT prior to distribution to the public.
- C. All banners and signs and their method and location of display, must be approved by the PARKS DEPARTMENT.

#### 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. PARKS DEPARTMENT 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 of 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 Toro County Park and the Laguna Seca Recreation Area 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.

#### PLANS

- A. 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:
  - Site Development Plan a)
  - b) Parking and Traffic Plan
  - **Communications** Plan c)
  - d) Sanitation Plan
  - Camping Plan e)
  - Medical Plan f)
  - Security Plan g)
  - h) **Disabled** Access Plan
  - i) Animal Control Plan
  - j) **Recycling Plan**
  - k) **Remediation Plan**
- B. The following will give you some idea of what various plans are expected to contain. All items may not be applicable to your event.

#### I. SITE PLAN

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:

- a) Stage (s)
- Vendors Area **b**)
- Tents and their function c)
- **Different Activity Areas** d)
- Entry Points (access control) e)

**COMMUNICATIONS PLAN** (A Narrative)

- **VIP** Areas f)
- **Ticket Sales** g)
- Parking Areas h)
- i) **Competitive Courses**

- Medical Services i)
- Communications Tent **k**)
- 1) Alcohol Sales Location
- **Drinking Water Locations** m)
- Permanent Restroom Locations n)
- **Event Registration** 0)
- Handicapped (Disabled) Parking p)
- Fuel Storage Area q)

Should include:

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Event Description - A brief statement stipulating what type of event is being conducted and estimates of attendance.

Communications Coordinator - Identifies individuals responsible for coordinating special event communications. Should include contact phone numbers.

*Operational Period* - Identifies specific period in which special event communications will be conducted. Should include dates and specific hours of operation.

*Staffing* - Identifies who/what organization will be providing basic communication services for the planned special event. Should include a statement as to personnel training and level of experience.

*Facilities* - Provides location and generalized description of communication facilities to be utilized during the event. Where will the dispatch center be located?

*Interagency Coordination* - Identifies Monterey County public safety agencies and organizations that will be participating with the event organizers (e.g. - Sheriff, EMS, Salinas Rural Fire District, California Highway Patrol, etc.).

*Major Emergency Communications* - A statement regarding how the special 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.

*Frequencies* - A listing of frequencies to be used by site coordinators during the event. Should also include radio call signs that will be used should interagency coordination be required during a major emergency.

*Emergency Contacts* - A listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.

Special Information - A statement providing special operational information relating to event communications.

#### III. MEDICAL PLAN

- A. A decision will be made based on the size and type of your event as to whether you must fill out a formal Medical Plan form for submittal to the County Office of Emergency Medical Services (EMS) and the Monterey County Regional Fire District (MCRFD). If it is determined that this is required, you will be provided with the necessary form and instructions. Upon completion the form may be returned to the Parks Department for processing.
- B. If you are not required to submit an EMS Medical Plan, then a simple statement on your event application addressing the issue of First Aid will probably be adequate together with the First Aid station location on your Site Plan.
- C. Medical Plan Approval by EMS: Required X Not Required

#### IV. PARKING AND TRAFFIC CONTROL PLAN

- A. List names of persons responsible for this aspect of your event together with their work schedules.
- B. On a map show the traffic plan patterns within the park at different stages of your event. You should 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 parked, 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.

#### V. <u>SANITATION PLAN</u>

- A. The Sanitation Plan will be completed by the CONCESSIONAIRE.
- B. On a map, show the location of chemical toilets, permanent restroom facilities, trash can and recycle container placement, hand wash stations, potable and grey water units, etc. as applicable. Include total numbers of each applicable item.
- C. The permanent facilities open to the public serving your event area will offset the number of chemical toilets that may be required for your event. The Parks Department will help you calculate the actual number of chemical toilets for your event per Health Department requirements.
- D. You may elect to use vendors recommended by the Parks Department or hire your own. In any case, the name of the company, contact person, phone number, the date that sanitation items will be moved into place and the date they will be moved back should all be contained in your Sanitation Plan.

#### VI. <u>SECURITY PLAN</u>

A. There are two primary factors to the development of this plan.

First, there are the security requirements that <u>you</u> 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) The name(s) of persons responsible for this aspect of your event together with their work schedules and how they can be contacted. 2) The 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 <u>others</u> 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 has jurisdiction within Monterey County Parks.

The Parks Department may make a recommendation to the Sheriff's Department to accept your security plan as submitted or either the Parks Department or Sheriff's Department may require that you furnish additional security. This may be accomplished either by your furnishing additional volunteer security, hiring a private security company, hiring Sheriff personnel, or some combination of all three. In either case, the determination of what is acceptable will lay with the Parks Department and the Sheriff's Department, with the Sheriff's Department having the final word.

Should the Sheriff's Department or Parks Department require that one or more of their units be on site during your event, you are required to fill out an "Application for Special Police Protection". This form is available through the Sheriff's Department or Parks Department.

Application for Special Police Protection: Required X Not Required

#### VII. DISABLED ACCESS PLAN

Your plan must describe, in narrative form, the numbers and locations of handicapped (disabled) parking and restrooms. (Parking and restroom must be shown on your Site Plan.) Your plan must also include narrative on disabled access to all areas b of your event and how it will be accomplished.

#### VIII. ANIMAL CONTROL PLAN

Your plan must address in narrative form the following: advertisement of restrictions, entrance control, vaccination verification, alternative to bringing pets in the park and a temporary holding facility. Other issues should be addressed as necessary.

#### IX. <u>REMEDIATION PLAN</u>

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.

#### X. COUNTY VEHICLE PASSES

Below is a facsimile of a vehicle pass that your event should honor if applicable. This pass is intended to allow access to various areas of the Parks facilities by those who have official business within the park. It is in no way intended to circumvent the normal ticketing system associated with your event. Distribution of the pass will be strictly monitored by the Special Events Manager.

| MUNTEREY COUNTY PARKS DEPARTMENT<br>LAGUNA SECA RECREATION AREA<br>Date: |
|--|
| VEHICLE PASS   |
| Enter through Main Gate<br>(located un Highway 68)                       |
| (incure en frigina) oo   |
| Persons in possession of this pass the stand business within the         |
| boundaries of Laguna Seca Remetion Arm and should be blowed to           |
| pass at no charge.   |
| Issued To: Destination:  |
| issued By:   |