



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1114 Food and Beverage Vendors for Avila Beach Park and Plaza

January 14, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for **mobile food and beverage vending cart services** for Avila Beach Park (5-year term) and Avila Beach Plaza (2-year term). The minimum bid is \$3,000 per year per location, payable quarterly. Proposers may bid to provide services at one location or both locations. A sample Exclusive Use Permit with contractual terms is attached.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four (4) hard copies and one (1) electronic copy (on CD or DVD) of your proposal by **5:00 PM on February 8, 2011** to:

County of San Luis Obispo
Barbara Adams, GSA – Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me at (805) 781-5200. For technical questions and information contact Ernie Del Rio at (805) 781-5209.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Barbara Adams at: badams@co.slo.ca.us. All questions will receive a response within five (5) business days. The question and its response will be posted (anonymously) on the site: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

BARBARA ADAMS
Buyer – GSA Purchasing
badams@co.slo.ca.us

Food and Beverage Vendors for Avila Beach Park and Plaza

LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

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PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of four (4)] hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than **5:00 p.m. on February 8, 2011**. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Barbara Adams
Telephone: (805) 781-5200
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for thirty, (30) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the proposed concession payments in the form of rent to the County.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the

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requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations. The County reserves the right to accept separate proposals for each location (Avila Beach Park and Avila Beach Plaza) or accept one proposal to provide services for both locations.

12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.
13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

Food and Beverage Vendors for Avila Beach Park and Plaza**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title (Mobile Food and Beverage Vending Cart Service for Avila Beach Park and/or Avila Beach Plaza)
2. Applicant or Firm Name, Owners and Principles
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of management and/or personnel assigned to these vendor services.
 - c. Outline of recent activities completed that are directly related to this service. Vendors must demonstrate expertise relating to the requirements of the Project Scope.
 - d. Financial resources for funding operations, equipment and operations.
 - e. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - f. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to provide vendor services once the Exclusive Use Permit is signed by the Board of Supervisors (estimated date March 8, 2011). It is the County's goal to have services available as of April 1, 2011.
5. Insurance and Indemnification
 - a. The selected Vendor will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance (Contractor- non

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construction) and Workers Compensation Insurance for Vendor's employees.

- b. The Vendor shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
- c. Vendor will indemnify the County for actions related to the Exclusive Use Permit.

Food and Beverage Vendors for Avila Beach Park and Plaza**PROJECT SCOPE**

San Luis Obispo County General Services Agency - Parks Division is interested in procuring Food and Beverage services for visitors to the Avila Beach Plaza and Avila Beach Park. Two vendors will be selected-- one at each location or one vendor for both locations. The specific location on the plaza or in the park is indicated on Exhibit A to the sample Exclusive Use Permit, and may be changed upon mutual agreement between Vendor and County. County Parks is requesting Food and Beverage service that will not be in direct conflict with existing permanent businesses.

The term of the Exclusive Use Permit is two years for the Plaza and five years for the Park. The minimum bid per location is \$3,000 per year, paid quarterly. County shall provide and pay for electricity. A water connection is not available. The minimum hours of operation are stated in Exhibit B to the sample Exclusive Use Permit.

The following shall be included in the proposal.

- A.** Provide a proposed menu with pricing and a description of the products to be offered. The menu and pricing will become an exhibit to the Exclusive Use Permit.
- B.** Include photographs and/or description of your mobile cart. No permanent or semi-permanent structures, kiosks, etc. shall be permitted without County's written approval.
- C.** Describe how you expect to deliver proposed services-- hours and days of operation, annual schedule. The County's preference is shown as Exhibit "B" to the sample Exclusive Use Permit.
- D.** Describe your previous work experience providing mobile vendor food and beverage service.
- E.** County Parks prefers a flat rate rent per quarter. Applicant shall propose an annual rent fee. The minimum rent proposal is \$3,000 per fiscal year, paid quarterly in advance.
- F.** Applicant shall be solely responsible for providing services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of the premises. Please describe how you will accomplish these tasks.

Food and Beverage Vendors for Avila Beach Park and Plaza

AVILA BEACH FRONT STREET PLAZA

(SAME FORMAT FOR AVILA BEACH PARK)

SAMPLE EXCLUSIVE USE PERMIT

This Exclusive Use Permit ("Use Permit") is entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County," and _____, hereinafter referred to as "Permittee," and shall replace and supercede all other agreements both written and verbal which may exist between the parties.

County and Permittee hereby mutually covenant and agree as follows:

1. **Premises:** County hereby authorizes Permittee, subject to the conditions and limitations hereinafter set forth, the exclusive use of a portion of County owned real property commonly referred to as the Avila Beach Front Street Plaza, hereinafter referred to as "Premises" and shown on Exhibit "A".

2. **Term:** Unless terminated sooner as provided herein, the term of this Use Permit shall be for a period of two (2) years (OR five years for Avila Beach Park), commencing on April 1, 2011 ("Initial Term") and terminating at 11:59 p.m. on March 31, 2013 (OR March 31, 2016 for Avila Beach Park).

3. **Use of Premises:**

A. Permittee may use the Premises for the purposes of mobile food and beverage vending cart service. Said use shall be consistent with the Avila Beach Specific Plan adopted by the San Luis Obispo County Board of Supervisors on October 17, 2000.

B. No permanent or semi-permanent structures, kiosks, booths or similar configurations are permitted on the Premises without the prior written approval by the General Services Agency Director or his/her designee, collectively ("Director").

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C. Permittee shall oversee the Premises and all of its improvements. Permittee shall be responsible to guarantee Premises is well cared for, clean and an enhancement to the community as a whole.

D. Permittee agrees that the County shall not be responsible to Permittee for any loss of property from said Premises, however occurring.

E. Permittee acknowledges that the Premises are located in and adjacent to a multi-use public area, the Avila Beach Front Street Plaza and Avila Beach Park. Permittee shall operate and conduct its business in a good, efficient and economical manner so as to be conducive to providing service to the public on a fair, equal and not unjustly discriminatory basis and in a manner conducive to the obtaining and retaining of the general good will of the community and of the public.

F. Permittee shall not use the Premises during the term of this Use Permit for any purpose other than as set forth in this Section 3, without prior written consent of the Director.

G. Permittee expressly agrees to maintain Premises in condition similar to the quality and service level of similar businesses in like locations.

H. Permittee shall at all times faithfully obey and comply with all present and future laws, rules and regulations of Federal, State, County or other governmental bodies or department of officers thereof, including but not limited to the County of San Luis Obispo Health Agency requirements. Permittee's use of said Premises is subject to all statutes, ordinances and regulations, including, without limitation, those relating to land use and zoning now or hereafter applicable to the Premises, and to all covenants, easements, reservations and restrictions of record applicable to the Premises.

I. Permittee shall be solely responsible for providing of all services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of the Premises as described in this Use Permit and within minimum requirements as stated in Exhibit B.

J. Permittee shall provide food and beverages as described in Exhibit "C" at prices indicated in Exhibit "C". Permittee may make changes to food and beverage menu and pricing with the written approval of Director.

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K. Permittee enters into this Use Permit solely and exclusively as an independent contractor and only in that capacity and not as a partner or employee of the County.

L. The Director shall have the sole and final right to decide on any matter governing the use of said Premises or the settlement of any question or dispute

4. Permit Fee:

A. Permittee shall pay _\$_____ per year (as bid by proposer, minimum bid \$3,000/year), paid in equal quarterly installments in advance of each quarter starting April 1, 2011.

B. No portion or portions of fees shall be refunded for any unused portion of the Term, whether Permit is terminated by Permittee, the County or any other entity prior to completion of the Term.

5. Improvements to Premises: Permittee accepts the Premises in an "as is" condition. At the expiration or earlier termination of this Use Permit, all alterations, modifications, or improvements upon the Premises whether made by the County or by the Permittee absent any agreement between the County and the Permittee to the contrary at the time of installation, or unless County otherwise elects, which election shall be made by giving a notice in writing not less than fifteen (15) days prior to the expiration or other termination of this Use Permit, shall remain upon and be surrendered with the Premises as a part thereof at the end of the term of this Use Permit. In the event County shall notify Permittee to remove any and all of the alterations, additions, or improvements made by the Permittee, Permittee shall promptly, at Permittee's sole cost and expense, remove items and repair any damage caused by such removal.

6. Inspections:

A. County, its officers, agents and employees, shall have the right to examine the Premises at any time (at least on a quarterly basis), determine what repairs are needed and to direct Permittee to make such repairs, resulting from Permittee's use of the Premises, as may be necessary at the sole cost and expense of Permittee. Quarterly

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inspections will be performed in the presence of Permittee representative, with the results provided in writing to the Permittee. In the event Permittee fails to make repairs discovered in the inspection, the County may make said repairs and charge Permittee for the cost of said repairs and Permittee agrees to pay any and all such costs upon demand.

B. County, its officers, agents and employees, shall have access to and the right to enter upon the Premises at any time to examine condition thereof, to make any repairs required to be made by County hereunder, and for any other purpose deemed reasonable by County.

7. Repairs Maintenance and Alterations: Permittee, at Permittee's sole cost and expense, shall maintain and keep the Premises and all improvements placed thereon in a clean, safe, sanitary condition, and good state of repair during the term of this Use Permit and shall not, at any time, commit or suffer to be committed any waste, nuisance, or unlawful act thereon resulting from their use of the Premises. Maintenance will include regular litter pickup, trash disposal, and any routine maintenance activities associated with regular use of the Premises. Should the Permittee fail or neglect to make repairs, as necessary to protect the health, safety, or welfare of individuals using the Premises, County may, after ten (10) working day's written notice to Permittee, make said repairs and charge Permittee for same, and Permittee shall pay County costs for repairs on demand.

The Permittee shall have the right to make limited and conditional alterations to the Premises. Such alterations made by Permittee are subject to the following conditions:

A. No alterations shall be made until plans and specifications are submitted to the Director for written approval.

B. All work performed in connection with any alteration shall be performed in a good and workmanlike manner and in compliance with all building and zoning laws, and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and officers thereof.

C. There shall be maintained at Permittee's expense, at all times during permitted construction or alteration, worker's compensation insurance in accordance with

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laws covering all persons employed in connection with alteration, and general liability insurance for the mutual benefit of the County and Permittee covering the additional hazards during construction of any alteration.

D. Permittee hereby agrees to be solely responsible for the total care and maintenance of fixtures and equipment installed by Permittee or its predecessors servicing the Premises, irrigation, water features, lighting, trees and planters including all costs in connection therewith.

8. **Insurance:** Permittee shall obtain and maintain for the entire term of the Use Permit a certified copy of insurance policies defined below and deliver to the County, and obtain County approval of all such policies. Companies authorized to do business in the State of California shall issue said policies. Permittee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided.

A. **Commercial General Liability Insurance:** Permittee shall maintain in full force and effect for the period covered by this Permit, commercial general liability insurance. This insurance shall include, but shall not be limited to, commercial general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Permittee's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of One Million Dollars (\$1,000,000). The following endorsements must be attached to the policy:

(1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(2) The Liability policy must cover personal injury as well as bodily injury.

(3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. **Additional Insureds to be covered:** The commercial general liability policies shall name the "County of San Luis Obispo, its officers, and employees" as

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additional insured. The policy shall provide that the Permittee's insurance will operate as primary insurance and that no other insurance maintained by the County or additional insured will be called upon to contribute to a loss hereunder.

C. Certification of Coverage: Prior to commencing work under this Permit, Permittee shall furnish County with the following for each insurance policy required to be maintained by this Agreement:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(2) Upon further written request, the Permittee shall provide a copy of the entire insurance policy and not just the "face sheet" or proof of coverage.

(3) Approval of Insurance by County shall not relieve or decrease the extent to which the Permittee may be held responsible for payment of damages resulting from Permittee's services or operations pursuant to this Permit. Further, County's act of acceptance of an insurance policy does not waive or relieve Permittee's obligations to provide the insurance coverage required by the specific written provisions of this Permit.

D. Effect of Failure or Refusal: If Permittee fails or refuses to procure or maintain the insurance required by this Permit, or fails or refuses to furnish County with the certifications required by subparagraph (c) above, County shall have the right, at its option, to forthwith terminate the Permit for cause.

9. Indemnity: Permittee shall defend, indemnify and hold harmless the County, its officers and employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may be asserted by any person or entity that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating (directly or indirectly) to this Use Permit, the

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rights created under this Use Permit, or the Premises hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

10. Waiver: Permittee hereby waives any and all claims for damages that may be caused by County in re-entering and taking possession of the Premises, and all claims for damages that may result from the destruction of or injury to the Premises thereby, and all claims for damages to or loss of such property belonging to Permittee as may be in or upon the Premises at the time of such re-entering. Permittee hereby also waives any and all claims against County for loss or damages to any property of Permittee from any cause arising at any time.

11. Assignment: This Agreement is of a personal nature and Permittee shall not assign, sublet, mortgage, pledge or otherwise transfer this Permit, either voluntarily or by operation of law, in whole or in part.

12. Rules: The County reserves the right at any time to make such reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein, and Permittee hereby agrees to strictly comply therewith.

13. Venue and Choice of Laws: This Permit has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Permit shall be determined and governed by the laws of the State of California.

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14. Repair and Surrender: Permittee hereby accepts the Premises in good condition and agrees to surrender possession of and restore the Premises unto County in the same and as good condition as received upon termination of this Agreement. Permittee further agrees to promptly repair any and all damage caused by Permittee in the use of the Premises.

15. Breach: This Use Permit is granted by the County upon the condition that in the event the County deems objectionable or improper any conduct on the part of the Permittee, its employees or agents, which shall not have been remedied or corrected within a period of ten (10) days after written notice thereof by County to Permittee; or if default or breach of this Use Permit be made by Permittee in any of the covenants herein contained and Permittee shall continue in such default or breach; or should any attachment, garnishment or execution be levied against the Permittee or County's property and not be removed within ten (10) days after written notice from County; or if Permittee shall cease its operations under this use Permit for causes other than destruction of the Premises, on giving ten (10) days notice of intention to do so, and upon expiration of said notice, County, or its agents or employees, shall be entitled to the immediate possession of the Premises.

The exercise of the remedies provided for in this section shall be cumulative and in no way affect or replace other remedies available to County.

16. Provisions Deemed Covenants and Conditions: The parties hereto agree that all of the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

17. Notices: All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, postage prepaid and addressed as follows:

Food and Beverage Vendors for Avila Beach Park and Plaza

To Permittee at: _____

Contact Person: _____

To County at: County of San Luis Obispo
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attention: Director

Contact Person: Deputy Director - Parks (805) 781-5200

18. Severability: The invalidity of any provision of this Use Permit shall not affect the validity; enforceability of any other provision of this Use Permit.

19. Business Interruption: If, for any reason, Permittee experiences an interruption in business operations however occurring, Permittee shall have no claim to County for damages or lost income.

20. Entire Agreement and Modifications: This Use Permit supersedes all previous Use Permits and/or Agreements and constitutes the entire understanding of the parties hereto. Permittee shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Permittee specifically acknowledges that in entering into this Use Permit, Permittee relies solely upon the provisions contained in the Use Permit and no other Agreement whether written or oral prior to entering this Use Permit. IN WITNESS

WHEREOF, County and Permittee agree to all of the terms and conditions hereinabove set forth.

//////////////////NOTHING FURTHER EXCEPT SIGNATURES//////////////////

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this
_____ day of _____, 2011.

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND
LEGAL EFFECT:
PERMITTEE:

I, _____, certify that I am authorized to sign as **legal representative** the within instrument in my stated capacity and that said execution of the same shall be binding.

By _____ Name and Title

Date: _____

WARREN R. JENSEN
County Counsel

By: _____
Deputy County Counsel

DATE: _____

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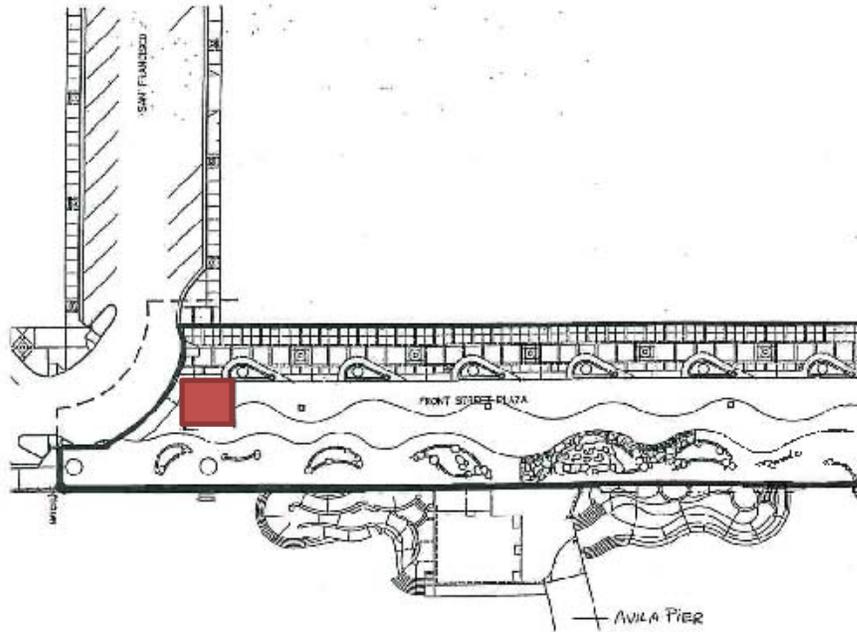


EXHIBIT A

EXHIBIT "A" FOR AVILA PLAZA

Red block indicates Premises Location

Food and Beverage Vendors for Avila Beach Park and Plaza

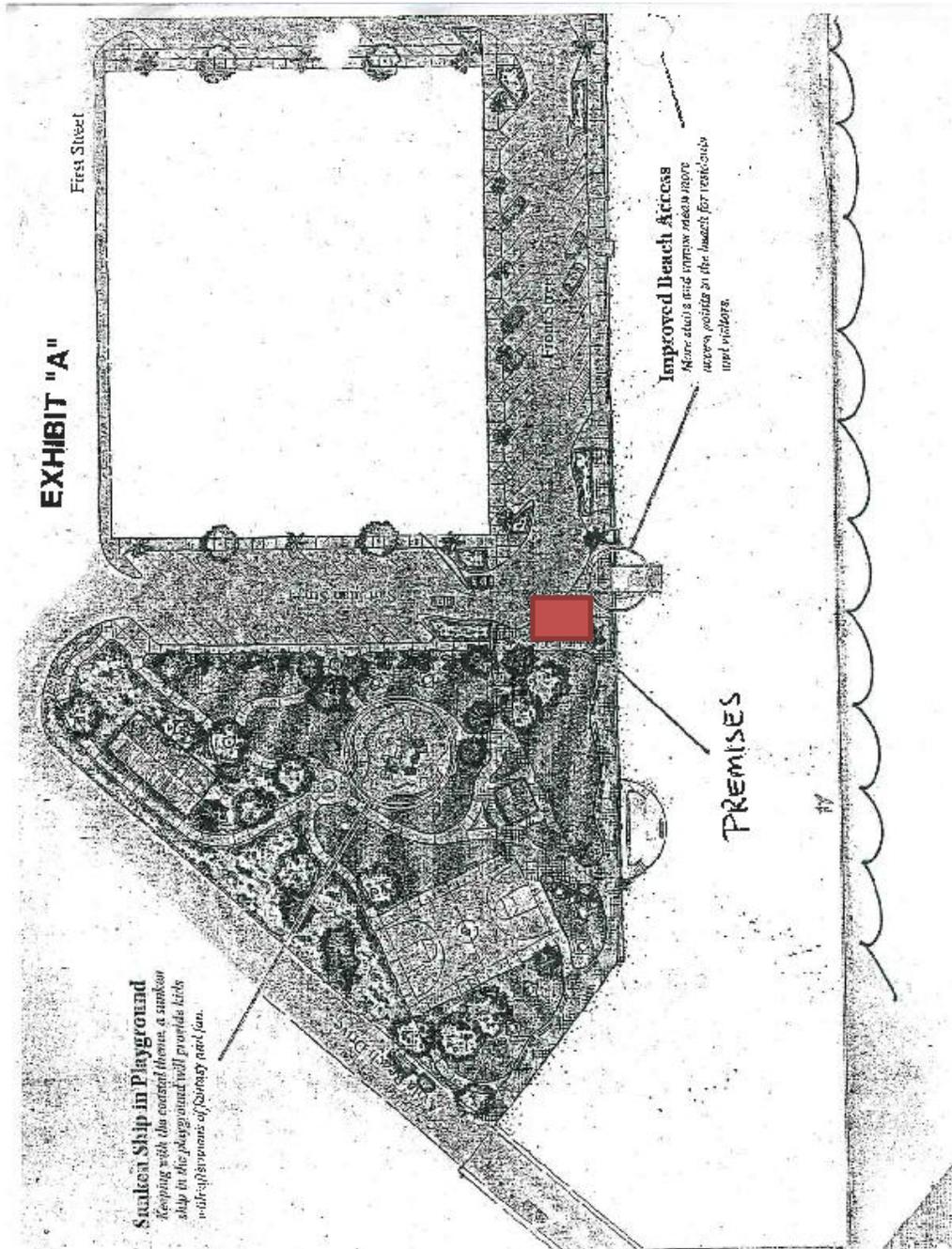


EXHIBIT "A" FOR AVILA PARK

Red block indicates Premises Location

Food and Beverage Vendors for Avila Beach Park and Plaza

EXHIBIT "B"

Permittee shall adhere to the following minimum service requirements. Permittee may elect to provide hours of operation above and beyond those define below.

"Summer Season": Commences annually on the first day of Memorial Day weekend and ends on the last day of Labor Day weekend.

- Six (6) days per week, including all Saturdays, Sundays and holidays, between the hours of noon to 5:00 p.m., weather permitting.
- Two (2) "no-show" days, excepting Saturdays, Sundays and holidays, provided Permittee notifies County two weeks in advance.

"Fall Season": Commences annually on the day after Labor Day weekend and ends the following October 31.

- All Saturdays, Sundays and holidays, between the hours of noon to 5:00 p.m., weather permitting.

"Winter Season": Commences annually on November 1 and ends the following March 31.

- No minimum requirements

"Spring Season": Commences annually on April 1 and ends the day prior to Memorial Day weekend.

- All Saturdays, Sundays and holidays, between the hours of noon to 5:00 p.m., weather permitting.

EXHIBIT "C"

This exhibit is a listing of products to be sold, with pricing.