



LEROY D. BACA, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169



March 16, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE SHERIFF TO AMEND LICENSE AGREEMENT 74613 WITH  
BRAUN ENTERTAINMENT GROUP, INC.  
REGARDING A TELEVISION SHOW BASED ON  
SHERIFF'S CLOSED FILES  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Sheriff to amend License Agreement No.74613 with Braun Entertainment Group, Inc. (Producer) (Attachment No. 1), for changes that do not substantially affect the scope of work, its provisions, extensions to the option periods, and County approval times specified within the License Agreement, when in the best interest of the County. This Agreement was previously approved by your Board on September 23, 2003.
2. Authorize the Department to use the proceeds from this licensing agreement as detailed in the Fiscal Impact section of this Board Letter.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The License Agreement No. 74613 with the Producer, approved by your Board on September 23, 2003, is currently in effect. The Producer agreed to develop and produce a high quality television/cable program based on information contained in the Department's closed files, which are a public record. The Producer will dramatize real events and investigations handled by various units of the Sheriff's Department. The License Agreement also covers the use of the Sheriff's Department's intellectual property, such as the Sheriff's Star, the 1850 Sheriff's

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Star, the uniform patch logo, the slogan, "A Tradition of Service," and the name, "Los Angeles County Sheriff's Department."

This License Agreement provides benefits for the County, including compensation and the ability to control the use of the Sheriff's Department's intellectual property. This agreement will ensure that the intellectual property retains its integrity and strength. The television program will showcase the important work performed by the Sheriff's Department.

The Department has determined that to best serve the interest of the County, the Sheriff needs the authority from the Board to grant extensions of the time specified within the License Agreement and to amend and/or modify the License Agreement for changes that do not substantially affect the scope of work or its provisions. Agreement changes will be documented by a formal Change Notice signed by the Sheriff and the Producer.

#### Implementation of Strategic Plan Goals

The License Agreement supports the following Strategic Plan Goal and Strategies:

**Goal:** Fiscal Responsibility: Strengthen the County's fiscal capacity.  
**Strategy:** Manage effectively the resources we have.  
**Strategy:** Increase public-private partnerships.

#### **FISCAL IMPACT/FINANCING**

The Producer will create, develop and film the program at no cost to the County. Instead, the Producer has agreed to pay option fees during the development period.

The Department has received a \$2,500 option fee from the Producer and intends to use the proceeds from this licensing agreement as follows:

The Sheriff's Department will allocate \$1,500 to the Sheriff's Department's Success Through Awareness and Resistance (STAR) Unit for the purchase of informational brochures dealing with drugs, gangs, and violence. The brochures will be distributed by STAR Unit deputies at community events, such as health and safety fairs, Sheriff's Department's Open Houses, during parent education sessions, etc. They will provide parents and other adults throughout Los Angeles County with basic information on signs and symptoms of drug use, and gang

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involvement, as well as information on how they can help.

The Sheriff's Department will allocate \$1,000 to maintain and operate the Sheriff's Museum, located at the STARS Center, in Whittier. The Museum is staffed by Sheriff's Relief Association (SRA) volunteers who, on a weekly basis, buy various office supplies necessary to operate the Museum. The funds will also be used to replace antiquated equipment, such as replacing the VCR players with DVD players. The SRA is a nonprofit organization, as defined by Section 501(c)(3) of the Internal Revenue Code, and serves both employees and the public by educating them on the history of law enforcement in Los Angeles County.

Any additional revenue from this license agreement will be placed in trust and shall be designated for direct law enforcement services in the unincorporated area.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The License Agreement has no significant negative impact on current services. The program will be developed and made at no cost to the County. A successful television program is anticipated to have a positive impact on the morale of County employees, particularly those in the Sheriff's Department, and could be a source of revenue to help support the Department.

#### **CONCLUSION**

Upon approval by your Board, please return an adopted copy of this action to the Sheriff's Department's Contracts Administration Unit, for further processing.

Respectfully submitted,

LEROY D. BACA  
SHERIFF

LICENSE AGREEMENT

This agreement ("Agreement") dated as of this 23rd day of September 2003 is entered into between the County of Los Angeles, a public government agency having a principal place of business at 4700 Ramona Boulevard, Monterey Park, California 91754 (hereinafter referred to as "County") and Braun Entertainment Group, Inc., a California corporation having a principal place of business at 280 South Beverly Drive, Suite 500, Beverly Hills, CA 90212 (hereinafter referred to as "Producer"). This Agreement shall be effective upon the later of full execution of this Agreement and the date the Agreement is approved and executed by the County of Los Angeles Board of Supervisors.

This Agreement is entered into upon the following set of facts:

RECITALS

1. The County, through the Los Angeles County Sheriff's Department ("LASD"), maintains one of the largest, most sophisticated and highly-regarded law enforcement agencies in the world.
2. Producer is interested in licensing on a non-exclusive basis the television rights including free, pay, cable and over-the-air subscription television (the "Rights") in certain property, intellectual property and trademarks owned and/or controlled by the County as specifically listed in Exhibit A which is attached to this Agreement and incorporated into this Agreement by this reference (collectively the "Property") for use in a network or major cable quality fictional television pilot and/or presentation and series currently entitled "The Untitled Braun Entertainment Project" (collectively the "Series").
3. Exhibit A is not an exhaustive list of all property, intellectual property and/or trademarks owned and/or controlled by the County. Therefore, it is currently contemplated that additional property, intellectual property and/or trademarks owned and/or controlled by County which are not listed on Exhibit A may be necessary for the production of the Series. Subject to prior written approval of County, the parties may agree to modify and/or amend Exhibit A.
4. County has developed and created rights in the Property and has secured copyright, trademark and service mark registrations in the United States for some of the items listed as Property on Exhibit A. County has and will continue to police, monitor, and regulate the use of its Property to retain the integrity and strength of its Property and to ensure the favorable and positive identification of the Property and County and the LASD, whether or not such Property has been registered.

5. County believes that a high quality television production such as contemplated by Producer under this Agreement can serve to further enhance its image and to promote the LASD's core values (hereinafter referred to as the "Core Values") which are attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference.

6. Producer believes it would be to its advantage to facilitate the production of a high quality, credible television series portraying the LASD.

7. County would like to license the Rights to the Property to Producer on a non-exclusive basis in exchange for compensation and the other promises contained in this Agreement; and

For good and valuable consideration and in further consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. OPTION

(a) In consideration of the payment of the sum of One Dollar (\$1.00), County grants to Producer the option ("Option") to license the Rights in the Property on a non-exclusive basis commencing on the date above and continuing thereafter for a period of ninety (90) days ("First Option Period") after the County of Los Angeles Board of Supervisors approves this Agreement, if ever. Producer shall have the sole and exclusive irrevocable option to extend the Option for an additional ninety (90) days ("Second Option Period") upon payment to County of the sum of Two Thousand Five Hundred Dollars (\$2,500) prior to expiration of the First Option Period. Producer shall have the sole and exclusive irrevocable option to extend the Option for an additional ninety (90) days ("Third Option Period") upon payment to County of the sum of Two Thousand Five Hundred Dollars (\$2,500) prior to expiration of the Second Option Period. Producer shall have the sole and exclusive irrevocable option to extend the Option for an additional ninety (90) days ("Fourth Option Period") upon payment to County of the sum of Five Thousand Dollars (\$5,000) prior to expiration of the Third Option Period. All amounts payable under this paragraph are non-applicable against the any other fees received by the County pursuant to this Agreement.

(b) County and Producer acknowledge that other groups, corporations, persons, businesses, or entities may wish to license and/or otherwise acquire rights in the Property. Notwithstanding anything contained in this Agreement, County, in its sole and exclusive discretion, may grant rights and additional licenses of any type to any other group, corporation, business, person, or organization, including but not limited to, non-profit organizations, to use the Property, provided that County shall not enter into another agreement with a third party pursuant to which County would be obligated to grant access to the "Files" as defined in Paragraph 9(a) below, to the extent County controls such access, for use in a scripted television series based upon the real events and investigations of the LASD during either the First, Second, Third and Fourth

Option Periods and/or within one year after principal photography of the pilot/presentation or first episode (if no pilot or presentation is produced), if ever.

(c) All rights not specifically and clearly granted in this Agreement by County are reserved by County.

2. SET-UP BONUS

If Producer sets the Series up at a studio, network, cable company or other television distributor for further development and/or production during the First Option Period, Producer shall pay to County the sum of Ten Thousand Dollars (\$10,000). If Producer sets the Series up during the Second Option Period, Producer shall pay to County the sum of Ten Thousand Dollars (\$10,000) less the option fee for the Second Option Period. If Producer sets the Series up during the Third Option Period, Producer shall pay to County the sum of Ten Thousand Dollars (\$10,000) less the option fee for the Third Option Period. If Producer sets the Series up during the Fourth Option Period, Producer shall pay to County the sum of Ten Thousand Dollars (\$10,000), less the option fee for the Fourth Option Period.

3. PILOT/PRESENTATION FEES

On or before the expiration of the Option, but in no event later than commencement of principal photography of the pilot/presentation or first episode of the Series (if no pilot or presentation is produced of the Series), Producer, in its sole discretion, may elect to exercise the Option by payment to County in the following amount:

- (a) Forty Thousand Dollars (\$40,000) for the pilot or presentation or first episode (if no pilot or presentation is produced) of the Series of up to two hours in length; or
- (b) Fifty Thousand Dollars (\$50,000) for the pilot or presentation or first episode (if no pilot or presentation is produced) of the Series which exceeds two hours in length.

If any such pilot, presentation or first episode is re-run in the United States or Canada, County will be paid twenty percent (20%) of the sums initially paid to County pursuant to this paragraph spread over the second, third, fourth, fifth and sixth runs and no further re-run payments will be due or payable after any run after the sixth run.

4. EPISODIC FEES

Additionally, Producer shall pay County the following amounts on or before the commencement of principal photography for each episode of the Series produced:

- (a) Fifteen Thousand Dollars (\$15,000) for each episode of the Series produced for network television, e.g., ABC, CBS, NBC, FOX, WB ("Network") which is 60 minutes or greater ; and
- (b) Twelve Thousand Five Hundred Dollars (\$12,500) for each episode of the Series produced for non-network television ("Non-Network") which 60 minutes or greater; and
- (c) Seven Thousand Five Hundred Dollars (\$7,500) for each episode of the Series produced for Network which is 30 minutes or less; and
- (d) Six Thousand Two Hundred and Fifty Dollars (\$6,250) for each episode of the Series produced for Non-Network which is 30-minutes or less.

If any such episode is re-run in the United States or Canada, County will be paid twenty percent (20%) of the sums initially paid to County pursuant to this paragraph spread over the second, third, fourth, fifth and sixth runs and no further re-run payments will be due or payable after any run after the sixth run.

5. PROFIT PARTICIPATION

County shall be entitled to receive an amount equal to the greater of five percent (5%) of one hundred percent (100%) of the Modified Adjusted Gross receipts ("MAG") derived from the exploitation of the Series from any and all sources in the universe in perpetuity and fifteen percent (15%) of one hundred percent (100%) of the net profits ("Net Profits") derived from the exploitation of the Series from any and all sources in the universe in perpetuity. The MAG definition and the Net Profit definition, which shall be provided by the ultimate Network or Non-Network, shall be subject to good faith negotiations. No other profit participant on the Series shall receive a more favorable MAG and/or Net Profits definition.

6. SERIES PRODUCTION BONUS

In the event Producer produces at least twelve (12) episodes of the Series, then Producer shall pay County a Series production bonus in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500) upon commencement of principal photography of the 12<sup>th</sup> episode of the Series.

7. ATTORNEYS' FEES AND COSTS

Producer agrees to reimburse County for its legal costs and fees incurred in the preparation and/or negotiation of this Agreement provided that such costs and fees shall not exceed Ten Thousand Dollars (\$10,000). Such fees and costs shall be payable

as follows: (i) Producer shall reimburse County for such legal fees and costs in the amount of Two Thousand Five Hundred Dollars (\$2,500) upon commencement of the Second Option Period if Producer elects to commence the Second Option Period and (ii) when the Series is set-up with a studio, network, cable company or other television distributor, for further development and/or production, if ever, Producer shall reimburse County for the remaining balance of attorneys fees and costs, if any.

8. THEATRICAL RELEASE

Provided that the initial pilot/presentation or any episode of the Series produced under this Agreement is exhibited as part of a general theatrical release ("Theatrical Release"), then County shall be entitled to receive the following applicable amounts:

(a) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere in the United States and/or Canada prior to the initial United States telecast, a one time amount equal to one hundred percent (100%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3, and 4 above;

(b) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere in the United States and/or Canada after the initial United States telecast, a one time amount equal to one hundred percent (100%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3 and 4 above;

(c) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere outside the United States prior to after the initial United States, a one-time amount equal to fifty percent (50%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3 and 4 above.

9. THE SERIES: APPROVALS/CONTROLS

(a) Upon request, the LASD will provide Producer access to closed files of the LASD which are considered a public record under California law (the "Files") and which are directly pertinent to the production of the Series, provided that the LASD shall maintain custody and control over the Files and shall have the right, in its sole and absolute discretion, to deny access to Producer to certain files which the LASD deems necessary to keep confidential. Producer understands that members of the public may have access to the Files pursuant to California Government Code §6250, et seq.

(b) It is currently contemplated that Producer will use the Property and information contained in the Files of the LASD to dramatize real events and investigations handled by the various units of the LASD. Producer shall make sufficient modifications and fictionalizations, such as changing the names and other indemnifying facts contained in the Files, so as to enable the Series to be exploited commercially without infringing upon or interfering with any person's and/or entity's rights. Such modifications shall be subject to County's final approval. At County's

request, Producer and the Network/ Non-Network will eliminate sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or information regarding operations which County believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk to the County or be in violation of any law and/or violate individuals' and County employees' rights.

(c) County shall have approval over Producer's and/or the Network/ Non-Network's use of the information contained in the Files in the Series (e.g., the need to fictionalize certain events or persons to protect privacy rights) to ensure the accurate depiction of the actual events in the Files.

(d) Producer's and/or the Network/ Non-Network's use of the Sheriff's Star (serial #70209125 and registration #2627597) and the 1850 Sheriff's Star (serial #76209104 and registration #2607071) shall conform to the usage guidelines attached to this Agreement as Exhibit C and which is incorporated into this Agreement by this reference. Additionally, Producer's and/or the Network/ Non-Network's use of any other Property as listed on Exhibit A shall be subject to the County's usage guidelines for such Property which may be amended from time to time. County shall have approval over Producer's and/or Network/Non-Network's use of the Property in the Series (e.g., the use of the Sheriff's Star and logos on squad cars) to ensure compliance with these guidelines.

(e) County shall have approval over creative matters of the Series to ensure that (i) the Series does not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents; and (ii) the Core Values are portrayed in the Series as such approvals relate solely to the Producer.

(f) Thirty (30) days prior to commencement of principal photography of the pilot/presentation and/or any episode of the Series, Producer will submit the (i) proposed uses of the Property and (ii) information from the Files (including the final shooting script of the pilot/presentation and/or applicable episode) to County for inspection, review and written approval. Producer and Network/Non-Network agree to make revisions to the script as requested by the County or to delete any scenes which the County determines, in its sole discretion, depicts the improper use of the Property and/or inaccurately depicts the use of the information contained in the Files. Producer's and/or Network/Non-Network's failure to comply with the terms of this subparagraph shall be deemed a material breach of this Agreement. County has the right to review the footage of the pilot/presentation and each episode of the Series prior to exhibition and to make suggestions for revisions as necessary to enforce the terms of this Agreement.

(g) All approvals to be provided by the County pursuant to this Agreement, will be granted or denied by the County within fifteen (15) business days upon Producer's submission of the applicable creative materials and/or proposed uses of the

Property and/or information contained in the Files, provided that during periods of production and/or official preproduction of the Series such approvals will be granted and/or denied by the County within within five (5) business days following Producer's submission of the applicable materials. To facilitate this process, the County will appoint a County employee that will be responsible for (i) providing all approvals on behalf of the County under this Agreement and (ii) advising/consulting with Producer regarding the use of the Property and the information contained in the Files in the Series to ensure the integrity and accuracy of the Series and Producer's and the Network/Non-Network's compliance with the terms of this Agreement, including but not limited to, compliance with the usage guidelines for the Property. Producer shall not request that such employee render technical and/or factual advice regarding the Series to Producer and any such advice must be rendered by a different employee/member of the County during such employee's personal time as specifically set forth in Paragraph 10 below.

(h) The ongoing assessment and monitoring of this Agreement and the use of the Property and the information in the Files in the Series is the responsibility of the Sheriff of the County of Los Angeles and/or his or her designee.

#### 10. NO COST TO COUNTY

Producer agrees that the Series shall be created, developed, filmed, advertised, publicized, and exploited at no cost or expense to County, other than the County employee designated to provide approvals on behalf of the County as set forth in Paragraph 9, above. In the event any costs or expenses are incurred by County in connection with the Series, then Producer shall promptly reimburse the County for such costs and expenses. Any technical/factual advice provided to Producer by any employee/member of the County must be done on personal time; not on County time. County makes no representations and/or warranties with respect to the technical advice provided by any employees and/or representatives of County and assumes no liability for the use of such advice by Producer. If any County facility and/or other property and/or other resources (other than those specified in this Agreement) are used for filming the Series, the County should be appropriately and promptly compensated as agreed by the parties.

#### 11. OWNERSHIP OF PROPERTY

(a) Producer agrees that it does not have the right to use the Property and/or the information contained in the Files on or in connection with any products or goods of any kind, whether or not such products or goods are depicted in and/or related to the Series and/or in advertising and marketing related to the Series.

(b) Producer acknowledges that nothing in this Agreement shall give any member, companies, persons, groups, organizations, businesses, other corporations, entities, or individuals of Producer the right to use the Property.

(c) Producer agrees that it does not have the right to apply for trademark and/or copyright registrations of the Property and that existing applications or registrations for the Property, if any, shall be assigned to County at Producer's expense.

(d) Producer will include appropriate trademark and copyright notices on the Series, as directed by County.

## 12. REPRESENTATIONS AND WARRANTIES

(a) Producer represents and warrants that the Series will be a high quality fictional television program which promotes the LASD's Core Values.

(b) Producer represents and warrants that the Property and information from the Files will be not be used to endorse either directly or indirectly any product or service of Producer and/or any third party and that the Property and information from the Files will be used consistent with the terms of this Agreement and subject to County's approval.

(c) Producer represents and warrants that it will not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents, representatives and/or any holder of an office of County and/or the LASD. Derogatory depiction would include, but is not limited to, among other things, official misconduct, substance abuse, and sexual misconduct.

(d) Producer represents and warrants that it will do nothing inconsistent with County's ownership of the Property or in denigration or tarnishment of the Property nor of County, and agrees that all use of the Property by Producer shall inure to the benefit of County.

(e) Producer represents and warrants that it will use the Property in a professional manner which will not reflect adversely upon the good name and image of LASD and/or the County.

## 13. LASD OFFICIAL BADGE

Producer is and/or is deemed to be aware of the laws and penalties regarding use of the LASD's badge and agrees not to use the LASD's official badge in the Series. Specifically, Producer has been made aware of California Penal Code Sections 538d and 538e and County of Los Angeles Code Sections 5.64.310 & 5.64.350 regarding inappropriate use of authorized badges. A copy of these codes are attached to this Agreement as Exhibit D and incorporated into this Agreement by this reference. Producer agrees to use its best efforts to protect the misuse of any badge which resembles the LASD's official badge by Producer and/or any third parties, including but not limited to, the display of a badge which resembles the LASD's official badge in a

manner which would tend to indicate an official sponsorship by or association with the LASD and/or reasonably confuse the public as to the relationship between the LASD and the user of the badge. Producer will take all necessary precautions to insure the proper and appropriate use of the badge resembling the LASD's badge; it will do nothing inconsistent with the ownership or in denigration or tarnishment of LASD's Property, name or reputation.

#### 14. INFRINGEMENT AND ACTIONS BY THIRD PARTIES

(a) Producer agrees to notify County of any unauthorized use of the Property by third parties promptly upon Producer's notice of such use. County shall have the sole and exclusive right to bring actions of any type, including but not limited to, infringement or unfair competition proceedings involving the Property, and the Producer agrees to cooperate fully with County and to use its best efforts to stop the use of the Property by third parties. Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole and exclusive property of County, or where appropriate, to be divided between the parties in an equitable manner.

(b) Producer shall not directly or indirectly register or attempt in any country, state or territory to register as a trademark and/or copyright of the Property, or any word, name, symbol or design which is so similar thereto as to suggest some association with or sponsorship by County. In the event of the breach of the foregoing provision, Producer shall, at its expense and at the request of County, immediately terminate the unauthorized registration activity in question and promptly execute and deliver, or cause to be delivered, to County such assignments and other documents as it may require to effectuate the assignment to County of all rights to the registrations or applications involved.

#### 15. REVERSION

(a) If Producer exercises the Option and has not produced a pilot/presentation and/or first episode for the Series within one (1) year from the date the Option was exercised, all Rights in and to the Property shall revert to County at such time.

(b) If Producer exercises the Option and provided Producer produces a pilot/presentation and/or first episode for the Series and does not resume full production of the Series episodes within one (1) year following the date the Option was exercised, all Rights in and to the Property shall revert to County at such time.

(c) If Producer produces thirteen (13) or fewer episodes (including the pilot/presentation) of the Series within two (2) years from the date on which the Option was exercised, all Rights in and to the Property shall revert to County the earlier of one

(1) year following the initial broadcast of the pilot/presentation, or first episode, if ever, and three (3) years from the date of this Agreement.

(d) If Producer produces thirteen (13) or more episodes (including the pilot/presentation) of the Series and thereafter production of the Series stops at any time, all Rights in the Property shall revert to the County within six months from the last date of production on the last episode of the Series.

(e) Notwithstanding any reversion of the Rights in the Property pursuant to Paragraph 15, Producer shall retain the right to exploit the then-existing/produced programming based on the Property in perpetuity.

#### 16. TERMINATION

(a) If the license is terminated by either party, for any reason, Producer shall immediately cease, upon the 10<sup>th</sup> day after receipt via mail, fax, or personal delivery of written notice, any and all use of the Property and confusingly similar marks and refrain from making any further reference to the Property, direct or indirect. The parties expressly acknowledge that should Producer and County end their affiliation or association for whatever reason, County in its sole, exclusive, unrestricted, and unfettered discretion may terminate the license and shall retain any and all rights in the Property.

(b) Notwithstanding any other provision of this Agreement, and in addition to other rights and remedies of County, this Agreement shall automatically terminate and all rights granted hereunder shall revert to County, if at any time Producer ceases doing business, becomes insolvent, files a petition in bankruptcy or insolvency, or makes any assignment, transfer, encumbrance, or conveyance of the Property for the benefit of creditors. In the event this Agreement is terminated pursuant to Paragraph 16(b), Producer shall retain the right to exploit the then existing programming based on the Property in perpetuity.

#### 17. INTERPRETATION OF AGREEMENT

This Agreement will be interpreted according to the laws of the State of California regardless of its or any other jurisdiction's laws concerning choice of law principles.

#### 18. INDEMNIFICATION

Producer will indemnify County and County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, parent company and affiliated companies against any claims, costs, lawsuits, liabilities, damages, expenses or losses, including reasonable attorneys' fees and all reasonable actual related costs (collectively "Claims"), for damages of any nature whatever, including but not

limited to bodily injury, death, personal injury, property damage or defamation arising from or in connection with Producer's development, production, exploitation and exhibition of the Series and/or Producer's breach of any representations or warranties set forth in this Agreement. Notwithstanding anything contained herein, the County Counsel of Los Angeles will have the exclusive right to choose the counsel to represent the County and/or the County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, and affiliated entities in connections with such Claims.

19. INSURANCE

Producer agrees to maintain at all times during the term of this Agreement general liability and errors and omissions insurance coverage, and said general liability and errors and omissions insurance policies shall specifically name County as an additional named insured. The general liability and errors and omissions insurance policies shall be in the amount of at least \$2 million per occurrence and \$5 million in the aggregate. Producer must provide certificate of proof of said insurance in writing fifteen (15) business days prior to any airing of the pilot/presentation and/or first episode of the Series. Any failure of Producer to maintain the general liability and errors and omissions insurance policies referred to in this Agreement shall constitute a material breach of this Agreement and County may immediately terminate or suspend this Agreement, with or without notice, upon any lapse or failure to maintain insurance.

20. FORCE MAJEURE

The option periods and all periods specified in Paragraph 15 above shall be extended upon written notice by Producer by a period of time equal to any event of force majeure which shall interrupt, delay or otherwise materially interfere with the development, pre-production and production of the Series (including, without limitations, any strikes, walkouts, lockouts, or other labor unrest in the entertainment industry) provided such extension for force majeure shall not exceed six (6) months.

21. ASSIGNMENT

This Agreement may not be assigned by the Producer except with the prior written consent of the County.

22. NOTICES

Any notices, approvals, payments or other communications required or permitted to be given or delivered under this Agreement shall, unless otherwise specifically provided, be in writing and shall be delivered personally, transmitted by telecopier, or, sent by registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses appearing herein, or at such other addresses as either party may from time to time designate to the other in writing. Any notice,

approval, payment or communication so given shall be deemed to have been received on the date on which it is delivered, on the day transmitted if by telecopier/ fax (provided the sending party must maintain a record of confirmation that the notice was received), or, if mailed, on the fifth business day next following the mailing thereof. Any such notice shall be sent to the parties at the following addresses:

To County:

Los Angeles County Sheriff's Department  
Headquarters Bureau  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Attention: Captain of Sheriff's Headquarters Bureau  
Facsimile: (323) 267-6625

Courtesy copy:

Lloyd W. Pellman  
County Counsel, Los Angeles County  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Facsimile: (213) 687-7300

To Producer:

Braun Entertainment Group, Inc.  
200 South Beverly Drive  
Suite 500  
Beverly Hills, California 90212  
Attention: Zev Braun  
Facsimile: (310) 888-7726

### 23. DISCLAIMER AND CORE VALUE STATEMENTS

(a) In the event the pilot/presentation and/or an episode of the Series does not dramatize and/or depict information contained within the Files, Producer shall provide the following disclaimer on screen in the end titles, on a separate, fixed and legible card (e.g., the text must be sufficient in size and duration to be legible to the viewer) on such pilot/presentation and/or episode of the Series:

"The characters, the names, and incidents portrayed herein are fictitious and are not based on any events and/or activity of the LASD and are not based on any member, officer or employee of the LASD and any similarity to the name, character or history of any person is entirely coincidental and unintentional."

(b) Producer shall list the Core Values on screen in the end titles, on a separate, fixed and legible card (e.g., the text must be sufficient in size and duration to be legible to the viewer) on the pilot/presentation and each episode of the Series.

24. TITLES

The titles of the articles and paragraph headings contained in this Agreement are intended as conveniences for ready reference only and are not to be construed so as to define, limit or extend the scope of this Agreement.

25. NO RELATIONSHIP

This Agreement does not constitute a partnership or joint venture between County and Producer. The relationship between the parties under this Agreement is that of independent contractors. Producer shall have no right to obligate or bind County in any manner whatsoever.

26. MISCELLANEOUS

This Agreement may not be modified nor may any of its terms be waived except in writing signed by both parties. This Agreement and the Exhibits attached to it are the final and complete expression of the agreement between the parties and supersede any and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement, whether implied or express and/or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

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COUNTY OF LOS ANGELES

*Yvonne Southworth Burt*  
Chairman, Board of Supervisors

BRAUN ENTERTAINMENT GROUP, INC.

*REV Braun*  
Name: **REV BRAUN**  
Title: **PRESIDENT & CEO**

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By: *Leroy D. Baca*  
Leroy D. Baca, Sheriff

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of  
The Board of Supervisors

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

38

SEP 23 2003

By: *A. Custaneda*  
Deputy

*Violet Varona-Lukens*  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER



APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By: *Lloyd W. Pellman*  
Deputy

EXHIBIT A

Los Angeles County Sheriff's Department Property/  
Intellectual Property/Trademarks

TRADEMARKS:

	<u>Description</u>	<u>Serial #</u>	<u>Registration #</u>
1.	Sheriff's Star	70209125	2627597
2.	1850 Sheriff's Star	76209104	2607071
3.	Los Angeles County Sheriff's Department	Trademark registration pending	
4.	Uniform patch logo	Trademark registration pending	
5.	A Tradition of Service	Trademark registration pending	

COPYRIGHTS:

	<u>Description</u>	<u>Registration #</u>
1.	Los Angeles County Department flag	Vau-546-918

OTHER PROPERTY:

1. Car Bumper Sticker "How are we doing...Call 1(800) 688-8255."
2. Car Bumper Sticker "Now Hiring Be a Star Los Angeles County Sheriff's Department 1(800) A DEPUTY."
3. Los Angeles County Sheriff's Department insignias.
4. Los Angeles County Sheriff's Department official uniforms.

EXHIBIT B

Los Angeles County Sheriff's Department

Core Values

As a leader in the Los Angeles County Sheriff's Department,  
I commit myself to honorably perform my duties with  
respect for the dignity of all people,  
integrity to do right and fight wrongs,  
wisdom to apply common sense and fairness in all I do and  
courage to stand against racism, sexism, anti-Semitism,  
homophobia and bigotry in all its forms.

## EXHIBIT C

### SHERIFF'S STAR

Always use the Sheriff's Star and the 1850 Sheriff's Star (collectively "Star") in an approved form. The Star should always be presented in the recommended style as shown in EXHIBIT "D." Changes or alterations in the Star are not allowed. Any variation must be cleared through the Los Angeles County Sheriff's Department, Headquarters Bureau.

In general, the trademark symbol, "tm", must be used with every occurrence of the logo. Also, the "tm" symbol should be used in the lower right hand corner of the Star. When the Star is used, it should be included in a footnote, if possible, that LASD is the owner of the trademark and the use of the subject mark may only be granted by license.

#### Placement Requirements

A minimum amount of empty space must be left between the Star and any other object such as type, photography, borders, edges, etc. The required area must be  $\frac{1}{2}x$  where "x" equals the height of the symbol when it is used by itself.

You may not combine the Star with any other feature including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features or symbols.

#### Color Treatment

The preferred color treatment for the Star is the four-colored application. This treatment used the color gold for the 6 tips of the star, the color blue for the circle incorporating the wording SHERIFF LOS ANGELES COUNTY, the color beige for the interior of the circle, and the color gray-blue for the depiction of the bear. If examples of the preferred color treatment are desired, please contact LASD, Headquarters Bureau.

#### One-Color Applications

The Star may also appear in one-color applications. All black is the preferred color. However, any color that provides sufficient contrast with the background is acceptable.

The usage guidelines continue on the attached pages 5 and 6 of the LASD's "*Organizational Identity Manual, 2002*", to the extent they apply to the Series.

Section 2 continued Logotype, Regions, Bureaus and Units

**Logotype** - Refers to the name: Los Angeles County Sheriff's Department when depicted in the combination of Garamond and Incised typefaces, used primarily as a logotype and in headlines but not in text. This art can be set as centered, flush left or flush right and is available through DSB's "Graphics Repository".

Alignment of the star with text is critical. The Text should center between the right two star points. Proportion of the image and text relates to the positioning as shown.

**Sample 1:** Star and text flush left

- SPECS:
- 1-1/2" Star height shown.
  - Type Fonts: 24 pt. A Garamond I.
  - 24 pt. Incised 901 CT B:
  - 24 pt. leading (space between the lines)



vertical alignment between star points

Los Angeles County  
**Sheriff's Department**

1/8"

**Sample 2:** Star and text centered

note: The size of the text is determined the same as if the text is to be flushed left. The type size is the distance between the two points of the Star.

- SPECS:
- 1" Star height shown
  - Type Fonts: 16 pt. A Garamond Italic
  - 16 pt. Incised 901 CT B:
  - 16pt. leading (space between the lines)



Los Angeles County  
**Sheriff's Department**

**Samples 3,4,5,6:** Star and text shown in the three approved layouts.

note: These samples depict the identity of specific stations, bureaus and internal organizations. All samples are shown at 7/8" Star height. The type is determined the same as above. The type is the height of the distance between the two points of the Star. The following are proportional type specifications.

- SPECS:
- Type Fonts: 8 pt. A Garamond Italic
  - 8 pt. Incised 901 CT B:
  - 8 pt. A Garamond Bold Italic
  - 8pt. leading (space between the lines)

Los Angeles County  
**Sheriff's Department**  
East Los Angeles Station



Los Angeles County  
**Sheriff's Department**  
Field Operations Region I



Los Angeles County  
**Sheriff's Department**  
Major Crime Bureau



Los Angeles County  
**Sheriff's Department**  
Community Law Enforcement Partnership Program

1/2" maximum

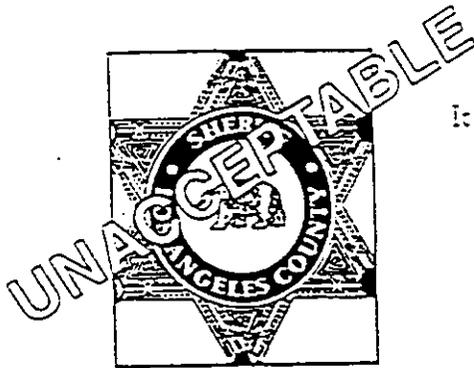
note: The name of the program or organization should not extend past 1/2" of the Department's name. If the name is long, reduce the point size so fit or break the line across to a third line or utilize abbreviation.

Section 2 continued

### Improper and Unacceptable Usage

*It is imperative that the star always be displayed with out a change in form.*

*The photographic form must not look tarnished or have any shadow that obscures the badge detail.*



Never trim off any portion of the star. It must always appear in it's full form.

Do not print over the star, or use it in it's full detailed form as a watermark, with type printed over the logo image.

*A common mistake in graphic design is to use a logo image that is complicated and detailed as a watermark. Due to the detail in our star, using it as a watermark image makes it difficult for the observer to read your message. Your type will be hard to see and the logo image lost when printed over a logo that has the detail that our star does.*

## UNACCEPTABLE

Do not distort the star symbol in any way. There are photographic images of the badge that are shot at an angle and that can be used - but do not skew the actual logo image.



Do not attach type, clip art or symbols to the logo image in any way.

## EXHIBIT

EXHIBIT D

CALIFORNIA PENAL CODES REGARDING USE OF PEACE OFFICER BADGES

538d. (a) Any person other than one who by law is given the authority of a peace officer, who willfully wears, exhibits, or uses the authorized uniform, insignia, emblem, device, label, certificate, card, or writing, of a peace officer, with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor. (b) (i) Any person, other than the one who by law is given the authority of a peace officer, who willfully wears, exhibits, or uses the badge of a peace officer with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars (\$2,000), or by both that imprisonment and fine. (2) Any person who willfully wears or uses any badge that falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge of a peace officer as would deceive any ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, for the purpose of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars (\$2,000), or by both that imprisonment and fine. (c) Any person who willfully wears, exhibits, or uses, or who willfully makes, sells, loans, gives, or transfers to another, any badge, insignia, emblem, device, or any label, certificate, card, or writing, which falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge, insignia, emblem, device, label, certificate, card, or writing of a peace officer as would deceive an ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, is guilty of a misdemeanor, except that any person who makes or sells any badge under the circumstances described in this subdivision is subject to a fine not to exceed fifteen thousand dollars (\$15,000).

AMENDED IN SENATE JULY 1, 2003

AMENDED IN SENATE JUNE 18, 2003

AMENDED IN ASSEMBLY APRIL 21, 2003

CALIFORNIA LEGISLATURE — 2003-04 REGULAR SESSION

ASSEMBLY BILL

No. 1153

Introduced by Assembly Member Bermudez

February 21, 2003

An act to amend Sections 538e of, and to add Section 538g to, the Penal Code, relating to crime; and declaring the urgency thereof to take effect immediately.

LEGISLATIVE COUNSEL'S SUGGEST

AB 1153, as amended, Bermudez, Crime

Existing law provides that any person, other than an officer or member of a fire department, who willfully wears, exhibits, or uses, among other things, the authorized badge of an officer or member of a fire department or a deputy state fire marshal, with the intent of fraudulently personating an officer or member of a fire department or the Office of the State Fire Marshal, or of fraudulently inducing the belief that he or she is an officer or member of a fire department or the Office of the State Fire Marshal, is guilty of a misdemeanor.

This bill would revise the provisions to delete the reference to the badge, and instead, make the provisions applicable to a uniform. The bill would also provide that use of the badge, or use of a badge that falsely purports to be authorized for that use, as specified in the manner described, would be a misdemeanor punishable by imprisonment in a

county jail not to exceed one year, or by a fine not exceeding \$2,000, or by both imprisonment and the fine.

Existing law provides that a person who willfully makes or sells any badge which falsely purports to be authorized for the use of a peace officer, or which so resembles the authorized badge of a peace officer, as specified, is guilty of a misdemeanor punishable by imprisonment in a county jail for a period not exceeding one year, a fine not exceeding \$15,000, or both that imprisonment and fine.

This bill would provide that any person who willfully makes or sells any badge which falsely purports to be authorized for use as an authorized badge of, or which so resembles the authorized badge of, an officer or member of a fire department or deputy state fire marshal, as specified, is guilty of a misdemeanor punishable by a fine not exceeding \$15,000. This bill would provide exceptions to these provisions for the use of a badge, as specified.

Existing law provides that any person, other than one who is a peace officer or an officer or member of a fire department, who willfully wears, exhibits, or uses a badge, insignia, emblem, certificate, card, or writing of a peace officer or of an officer or member of a fire department, with specified intent, or any person who does the same with respect to any badge, insignia, emblem, certificate, card, or writing which falsely purports to be authorized for the use of one who by law is given the authority of a peace officer or of an officer or member of a fire department, or which so resembles such an item, is guilty of a misdemeanor.

This bill would provide that any person, other than one who is a state, county, city, special district, or city and county officer or employee, who willfully wears or uses a badge, photographic identification card, or insignia of a state, county, city, special district, or city and county officer or employee, with specified intent, is guilty of a misdemeanor.

The bill would provide that any person who willfully wears, exhibits, or uses any badge, photograph, identification card, or insignia of those entities which falsely purports to be for the use of those entities, or so resembles the authorized item of those entities, is guilty of a misdemeanor, provided however, that any person who makes or sells any badge under the described circumstances is guilty of a misdemeanor and subject to a fine not to exceed \$15,000.

Because this bill would change the definition of a crime, and would create a new crime, it would impose a state-mandated local program.

This bill would declare that it is to take effect immediately as an urgency statute.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote:  $\frac{2}{3}$  Appropriation: no Fiscal committee: yes State-mandated local program: yes

*The people of the State of California do enact as follows:*

SECTION 1. Section 538e of the Penal Code is amended to read:

538e. (a) Any person, other than an officer or member of a fire department, who willfully wears, exhibits, or uses the authorized uniform, insignia, emblem, device, label, certificate, card, or writing of an officer or member of a fire department or a deputy state fire marshal, with the intent of fraudulently personating an officer or member of a fire department or the Office of the State Fire Marshal, or of fraudulently inducing the belief that he or she is an officer or member of a fire department or the Office of the State Fire Marshal, is guilty of a misdemeanor.

(b) (1) Any person, other than the one who by law is given the authority of an officer or member of a fire department, or a deputy state fire marshal, who willfully wears, exhibits, or uses the badge of a fire department or the Office of the State Fire Marshal with the intent of fraudulently impersonating an officer, or member of a fire department, or a deputy state fire marshal, or of fraudulently inducing the belief that he or she is an officer or member of a fire department, or a deputy state fire marshal, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars (\$2,000), or by both that imprisonment and fine.

(2) Any person who willfully wears or uses any badge that falsely purports to be authorized for the use of one who by law is given the authority of an officer or member of a fire department,

1 or a deputy state fire marshal, or which so resembles the authorized  
2 badge of an officer or member of a fire department, or a deputy  
3 state fire marshal as would deceive any ordinary reasonable person  
4 into believing that it is authorized for the use of one who by law  
5 is given the authority of an officer or member of a fire department  
6 or a deputy state fire marshal, for the purpose of fraudulently  
7 impersonating an officer or member of a fire department, or a  
8 deputy state fire marshal, or of fraudulently inducing the belief that  
9 he or she is an officer or member of a fire department, or a deputy  
10 state fire marshal, is guilty of a misdemeanor punishable by  
11 imprisonment in a county jail not to exceed one year, by a fine not  
12 to exceed two thousand dollars (\$2,000), or by both that  
13 imprisonment and fine.

14 (c) Any person who willfully wears, exhibits, or uses, or who  
15 willfully makes, sells, loans, gives, or transfers to another, any  
16 badge, insignia, emblem, device, or any label, certificate, card, or  
17 writing, which falsely purports to be authorized for the use of one  
18 who by law is given the authority of an officer, or member of a fire  
19 department or a deputy state fire marshal, or which so resembles  
20 the authorized badge, insignia, emblem, device, label, certificate,  
21 card, or writing of an officer or member of a fire department or a  
22 deputy state fire marshal as would deceive an ordinary reasonable  
23 person into believing that it is authorized for use by an officer or  
24 member of a fire department or a deputy state fire marshal, is guilty  
25 of a misdemeanor, except that any person who makes or sells any  
26 badge under the circumstances described in this subdivision is  
27 guilty of a misdemeanor punishable by a fine not to exceed fifteen  
28 thousand dollars (\$15,000).

29 (d) Any person who, for the purpose of selling, leasing or  
30 otherwise disposing of merchandise, supplies or equipment used  
31 in fire prevention or suppression, falsely represents, in any manner  
32 whatsoever, to any other person that he or she is a fire marshal, fire  
33 inspector or member of a fire department, or that he or she has the  
34 approval, endorsement or authorization of any fire marshal, fire  
35 inspector or fire department, or member thereof, is guilty of a  
36 misdemeanor.

37 (e) This section shall not apply to either of the following:

38 (1) Use of a badge solely as a prop for a motion picture,  
39 television, or video production, or an entertainment or theatrical  
40 event.

1 (2) A badge supplied by a recognized employee organization  
2 as defined in Section 3501 of the Government Code representing  
3 firefighters or a state or international organization to which it is  
4 affiliated.

5 SEC. 2. Section 538g is added to the Penal Code, to read:

6 538g. (a) Any person, other than a state, county, city, special  
7 district, or city and county officer or employee, who willfully  
8 wears, exhibits, or uses the authorized badge, photographic  
9 identification card, or insignia of a state, county, city, special  
10 district, or city and county officer or employee, with the intent of  
11 fraudulently personating a state, county, city, special district, or  
12 city and county officer or employee, or of fraudulently inducing  
13 the belief that he or she is a state, county, city, special district, or  
14 city and county officer or employee, is guilty of a misdemeanor.

15 (b) Any person who willfully wears, exhibits, or uses, or  
16 willfully makes, sells, loans, gives, or transfers to another, any  
17 badge, photographic identification card, or insignia, which falsely  
18 purports to be for the use of a state, county, city, special district,  
19 or city and county officer or employee, or which so resembles the  
20 authorized badge, photographic identification card, or insignia of  
21 a state, county, city, special district, or city and county officer or  
22 employee as would deceive an ordinary reasonable person into  
23 believing that it is authorized for use by a state, county, city, special  
24 district, or city and county officer or employee, is guilty of a  
25 misdemeanor, except that any person who makes or sells any  
26 badge under the circumstances described in this subdivision is  
27 subject to a fine not to exceed fifteen thousand dollars (\$15,000),  
28 or by both that imprisonment and fine.

29 (c) This section shall not apply to either of the following:

30 (1) Use of a badge solely as a prop for a motion picture,  
31 television, or video production, or an entertainment or theatrical  
32 event.

33 (2) A badge supplied by a recognized employee organization  
34 as defined in Section 3501 of the Government Code or a state or  
35 international organization to which it is affiliated.

36 SEC. 3. No reimbursement is required by this act pursuant to  
37 Section 6 of Article XIII B of the California Constitution because  
38 the only costs that may be incurred by a local agency or school  
39 district will be incurred because this act creates a new crime or  
40 infraction, eliminates a crime or infraction, or changes the penalty

1 for a crime or infraction, within the meaning of Section 17556 of  
2 the Government Code, or changes the definition of a crime with  
3 the meaning of Section 6 of Article XIII B of the California  
4 Constitution.

5 SEC. 4. This act is an urgency statute necessary for the  
6 immediate preservation of the public peace, health, or safety,  
7 within the meaning of Article IV of the Constitution and shall go  
8 into immediate effect. The facts constituting the necessity are:  
9 In order to enhance security and increase public safety, the  
10 unauthorized use of badges and photographic identification cards,  
11 and the illegal manufacture of badges and photographic  
12 identification cards that falsely purport to be, or that resemble the  
13 authorized badge or photographic identification cards of the  
14 department officers or members, and of all state, county, city,  
15 special district, or city and county officers and employees, must be  
16 curtailed; thus, it is necessary that this act take effect immediately.

## County of Los Angeles Codes

### 5.64.310 Manufacture of official badges.

A. No person shall manufacture, make, sell, design or transfer any official departmental badge, deputy sheriff badge or any other official badge of the Flood Control District, Fire Protection District or Air Pollution Control District without the written authorization of the purchasing agent. Such person may manufacture and deliver only the number of badges authorized by the Purchasing Agent.

B. The dies of the uniform departmental badge and all other official badges shall remain at all times in the possession of and under the control of the purchasing agent. The purchasing agent shall from time to time let contracts for the stamping and inscribing of the official badges. Nothing in this section shall be construed as affecting the manner in which contracts for the purchase of badges for the county shall be let as provided elsewhere in the County Charter or in county ordinances. (Ord. 7753 § 43, 1960.)

### 5.64.350 Violation - Penalty.

Any person, firm or corporation violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than \$25.00 and not more than \$100.00, or by imprisonment in the County Jail for not more than 60 days, or by both such fine and imprisonment. (Ord. 7753 § 49, 1960.)

EXHIBIT