



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

April 10, 2018

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

37 April 10, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**LICENSE AGREEMENT FOR THE
OPERATION OF A COWBOY FESTIVAL AT
WILLIAM S. HART REGIONAL PARK
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

This action is to approve the award of a 3-year License Agreement between the Department of Parks and Recreation and the City of Santa Clarita for the operation of a Cowboy Festival at William S. Hart Park.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Agreement is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the Agreement.
2. Approve and instruct the Director of the Department of Parks and Recreation to sign a 3-year License Agreement with the City of Santa Clarita for the operation of the Cowboy Festival at William S. Hart Park, one weekend per year, effective April 16, 2018 through April 5, 2021.
3. Authorize the Director of the Department of Parks and Recreation to suspend, terminate, or assign the License Agreement, if deemed necessary, in accordance with the approved terms and conditions of the License Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

William S. Hart donated his 265-acre ranch to the County for the public to enjoy. The park features Mr. Hart's home, which is now a museum filled with his personal effects and movie paraphernalia,

along with Native American artifacts and Western art. The facility also includes the following: Barnyard Zoo; Bunk House (a place for scout meetings, receptions, and special events); group camping and picnic area; Hart Hall (facility for meetings, parties, weddings/receptions and community gatherings); Hart Residence Museum; Historic Ranch; Historic Buildings; hiking and equestrian trails; and a Senior Center.

This year marks the 25th Anniversary of the Cowboy Festival (Festival), a unique celebration of the City of Santa Clarita's (Santa Clarita) Western history, art, music, film and television that attracts over 10,000 attendees each year. The Festival has been beneficial to the community, as it has provided the experience of California's Western heritage and highlights Santa Clarita's love of Western film. Previously held at Melody Ranch in Newhall, the Festival has been hosted at Hart Park since 2014 and operated by Santa Clarita on a Park Permit (P&R 82) basis through 2017.

The recommended action would approve a 3-year License Agreement (Agreement) with Santa Clarita for the operation of the Festival following the approval of the Board of Supervisors (Board) and upon execution of the Agreement by the Director of the Department of Parks and Recreation (Director). The proposed Agreement (Attachment I) includes all mandated Board language and provisions required for County contracts.

Implementation of Strategic Plan Goals

The proposed Agreement will further the County's Strategic Plan of Pursuing Operational Effectiveness, Fiscal Responsibility and Accountability (Goal III.3) by maximizing the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public service.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the recommended Agreement, the Department will receive ten percent (10%) of all sales of alcohol in addition to the estimated total revenue of \$46,500 in accordance with the following set amounts per year:

- Year 1: \$15,000
- Year 2: \$15,500
- Year 3: \$16,000

The recommended Agreement will result in an estimated annual revenue of \$15,500 for the term of the proposed Agreement. Sufficient revenue is budgeted in the Department's Operating Budget for this revenue. The Department will work with the Chief Executive Office to adjust the budgeted revenues for any incremental revenue increase in the appropriate fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to lease, let or grant licenses to County parks for the provisions of recreational services that are consistent with public park and recreation purposes. The recommended Agreement is consistent with said purposes.

The recommended Agreement is for a 3-year term and will commence April 16, 2018.

The recommended action will authorize the Director to terminate or assign the Agreement, if deemed necessary, in accordance with the approved terms and conditions of the Agreement.

The recommended Agreement contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to: Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Defaulted Property Tax Reduction Program, Los Angeles County Code 2.206; compliance with the County's smoking ban ordinance, Los Angeles County Code Title 7, Sections 17.04.185 through 17.04.650; compliance with the County's policy on restricting its purchase and use of Expanded Polystyrene containers; participation in the County's Artificial Trans Fat Reduction Program; County Zero Tolerance Policy on Human Trafficking and the standard Board-directed clauses that provide for contract termination or renegotiation.

Santa Clarita has executed the attached Agreement and will provide the required insurance policies prior to the start of the Agreement naming the County as additional insured.

County Counsel has reviewed and approved the Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA). The Agreement, which consists of the operation the Festival at William S. Hart Park for a term of three (3) years, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301, 15311(c) and 15323 of the State CEQA Guidelines and Classes 1, 11(h) and 23 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the Agreement provides for operations and licensing of existing public facilities, placement of temporary accessory structures, and normal operations of facilities for public gatherings.

The proposed Agreement will not involve the removal of healthy, mature, and scenic trees. Additionally, the area for the use granted herein by the Agreement is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the proposed Agreement records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. Pursuant to the Agreement, Santa Clarita will be responsible for the cleaning and restoration of the park premises after each event. In addition, if there is need for additional Department staff due to the operation of the event, Santa Clarita will be responsible for the reimbursement of the Department's labor costs.

CONCLUSION

It is requested that an adopted copy of the action taken by the Board be forwarded to the Department.

Should you have any questions please contact Kathy Avina at (626) 588-5298 or kavina@parks.lacounty.gov, Irene Shobert at (626) 588-52728 or ishobert@parks.lacounty.gov,


The Honorable Board of Supervisors

4/10/2018

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Nicole Melkonian (626) 588-5367 or via email at nmelkonian@parks.lacounty.gov, or Aram Pirjanian at (626) 588-5368 or apirjanian@parks.lacounty.gov.

Respectfully submitted,



JOHN WICKER

Director

JW:NEG:MR:RL:CM:IS:KA:rc

Enclosures

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisors



LICENSE AGREEMENT
BY AND BETWEEN COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AND CITY OF SANTA CLARITA
FOR THE
OPERATION OF A COWBOY FESTIVAL
AT WILLIAM S. HART PARK

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**LICENSE AGREEMENT FOR THE OPERATION OF A COWBOY FESTIVAL
AT WILLIAM S. HART PARK**

This License Agreement for the Operation of a Cowboy Festival at William S. Hart Park (“Agreement”), is made and entered into this _____ day of _____, 2018 (the “Effective Date”),

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

City of Santa Clarita, a body corporate and politic, hereinafter referred to as "Licensee,"

RECITALS

WHEREAS, County is authorized by the provision of Government Code Section 25907 to let or grant use of recreation lands for expositions and/or services that are consistent with public park and recreation purposes; and

WHEREAS, the County, as approved by the Board of Supervisors of Los Angeles County on April 14, 1987, is authorized to contract for such services within the William S. Hart County Park, pursuant to the provisions of the "William S. Hart Will, as amended; and

WHEREAS, a License for the operation of a Cowboy Festival is consistent with said purpose; and

WHEREAS, Licensee is willing to exercise the grant of such a License in accordance with the terms and conditions prescribed therefor; and use granted herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 MAJOR LICENSE PROVISIONS AND REQUIREMENTS

This Agreement is granted subject to all rights and privileges retained by the William S. Hart's Will and the William S. Hart Park's Will Addendum.

2.0 DEFINITIONS

2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.2.1 **Agreement Year:** The 365-day period commencing on the first day following the approval of this agreement by the Board of Supervisors which date shall become the effective date of this agreement and each following 365-day period thereafter throughout the term of this agreement.

2.2.2 **Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.

2.2.3 **Beverage:** Any liquid prepared by flavoring, heating and/or mixing in advance of consumption thereof, including beer and wine only; as defined in the State Alcoholic Beverage Control Act.

2.2.4 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.2.5 **Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.

2.2.6 **City of Santa Clarita:** The City of Santa Clarita.

2.2.7 **Demised Premises:** The area within the William S. Hart Park as shown in Exhibit A, for the use granted herein by the Agreement.

2.2.8 **County:** The County of Los Angeles.

2.2.9 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative (designee) thereof.

2.2.10 **Los Angeles County Sheriff's Department:** the primary law enforcement agency on County-owned and/or County-Licensed property.

2.2.11 **State:** The State of California.

3.0 USE GRANTED

3.1 Licensee is hereby authorized to: conduct a cowboy festival; provide merchandise and services consistent with a western festival; provide food and non-alcoholic beverage booths, beer garden(s) and booths related to the following: western art, clothing, accessories, movie memorabilia, historical items, books and collectibles that are western oriented and live entertainment. For any events, expected to exceed a participant threshold of 10,000, Licensee shall seek Director's, or his designee, written approval at least sixty (60) days in advance of said event. No event anticipated to exceed a 10,000 people may proceed in the absence of written approval from the Director or his designee.

3.1.1 In addition to the conditions in Paragraph 3.1 above, Licensee shall have the exclusive use of the Demised Premises during the days and hours of operation identified in Section 12.3, Days and Hours of Operation, of this Agreement and subject to the right of the Director or his designee to schedule the use for special events as provided for in Section 3.5 hereinafter.

3.1.2 Notwithstanding the above authorization, all proposed services, merchandise and activities to be provided by the Licensee must be submitted in writing by Licensee for approval by the Director or his designee.

3.1.3 Notwithstanding the above authorization, Licensee shall obtain prior written approval by Director or his designee for the use of any areas outside the Demised Premises as shown in Exhibit A.

3.2 Licensee acknowledges personal inspection of Demised Premises and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Licensee accepts Demised

Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

3.3 The use granted is subject to the rights reserved by the County, its officers, agents and employees, to enter the Demised Premises at any time and for any purpose necessary.

3.4 Licensee understands and agrees that this Agreement is by license; and confers only permission to occupy and use the Demised Premises described for the prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Licensee any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the Demised Premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the Demised Premises for the use granted herein.

3.5 Department Use of Demised Premises

Notwithstanding Paragraph 12.3, Days and Hours of Operation, of this Agreement, the Department reserves the right to schedule the use of the Demised Premises for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with Licensee. County shall be responsible for repairing any damage, except for normal wear and tear, to the Demised Premises while conducting said activities.

4.0 DEMISED PREMISES

4.1 The use granted shall be conducted within the Demised Premises, as shown in Exhibit A, attached hereinafter and incorporated herein by reference.

4.2 The Demised Premises shall be used only and exclusively for purposes authorized herein, and such other purposes as are related thereto provided express approval therefore is granted by the Director or his designee, and for no other purposes whatsoever.

4.3 Any improvements, additions, alterations, or changes to the Demised

Premises shall be subject to: prior written approval by the Director or his designee; securing of applicable permits by the Licensee; and compliance with such terms and conditions as may be imposed by the Director or his designee. Any construction and/or improvements shall be at Licensee's expense.

- 4.4 Licensee hereby acknowledges the title of the, County, and/or any other public agencies having jurisdiction thereover, in and to the Demised Premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 4.5 Ownership of all structures, buildings or improvements constructed by Licensee upon the Demised Premises and all alterations, additions or betterment's thereto, shall become the property of the County without compensation being paid therefor, subject to the rights granted to the Licensee hereinabove. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director or his designee may require the Licensee to remove said structures, buildings and/or improvements upon written notice ninety (90) days prior to the date of termination of this Agreement. Should Licensee fail to remove said structures, buildings and improvements, same may be sold, removed or demolished, and Licensee shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.
- 4.6 Upon completion of the Cowboy Festival, the Licensee shall be responsible for repairing any damage, except for normal wear and tear, caused to the Demised Premises while conducting said activities. Additionally, the Licensee shall be responsible for repairing any damage caused to William S. Hart Park due to the ingress and egress of Licensee's equipment and vehicles and due to the ingress and egress of the vehicles of the patrons attending each activity.

5.0 TERM OF AGREEMENT

The term of the Agreement shall be for a period of three (3) years and will

commence **upon execution by the Director or his designee**, unless terminated sooner or extended, in whole or in part, as provided for in this Contract.

6.0 CONSIDERATION

6.1 In consideration for the use granted herein pursuant to Subsection 3.1 hereinabove, Licensee shall pay to the County an amount equal to the use rental fee shown in 6.1.1 below.

6.1.1 In accordance with Paragraph 6.1 above, the schedule of use rental fee due per event for the term of the Agreement is as follows:

- a. Year 1: \$15,000
- b. Year 2: \$15,500
- c. Year 3: \$16,000

6.2 In addition to the payment of rent described above, the Licensee shall be required to 1) pay the County 10% of all sales of alcohol made throughout the event, 2) facility use rental fee, 3) any applicable staffing charges, and 4) any supplemental fees as required by the Director or his designee and other governmental agencies as applicable. A facility use rental fee will be charged to the Licensee if the Licensee uses an area(s) outside of the demised premises. A minimum of seven (7) days prior to the event, the Licensee will be required to provide proof of payment of all fees to Departments and agencies associated with the special event. These include, but not limited to the following:

- a. Alcoholic Beverage Control (ABC License)
- b. Cal Trans (California Department of Transportation)
- c. California Highway Patrol (CHP)
- d. County of Los Angeles Department of Animal Care and Control
- e. County of Los Angeles Fire Department
- f. County of Los Angeles Department of Health Services

- g. County of Los Angeles Department of Parks and Recreation
 - h. County of Los Angeles Department of Public Works, Building and Safety Division
 - i. County of Los Angeles Sheriff Department
 - j. County of Los Angeles Department of Treasurer and Tax Collector
 - k. Metrolink (Southern California Regional Rail Authority)
- 6.3 Facility use rental fees and any applicable staff charges (Exhibit E) are subject to change by the Board of Supervisors and may vary from year to year during the term of this Agreement.
- In the event that law enforcement officers are required pursuant to the security operation plan and evacuation plan, as described in Paragraph 12.17 hereinafter, Licensee shall also submit a separate report regarding and payment for the cost of the law enforcement services as documented by the approved operation security and evaluation plans for event.
- 6.4 When the Director or his designee and Licensee find that with regard to a particular activity not otherwise provided for herein, the Director may authorize said activity and establish a minimum amount as payment for the privilege of engaging therein. Said minimum amount shall be set by mutual consent of the Director or his designee and Licensee and shall be reasonable in accordance with the revenue to be generated therefrom.
- 6.5 Payment for consideration as stated in 6.1 above shall be made to the Department on or before February 1st. Payment shall be by cashier's check and made payable to the County of Los Angeles Department of Parks and Recreation. Payments shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. A late payment charge of two percent (2%) compounded per month shall be added to any late payment received by the Treasurer/Tax Collector after the fifteenth day of the month. However, the late payment

charge herein provided may be waived, whenever the Director finds the late payment excusable by reason of extenuating circumstances. At no time during the term of this Agreement shall the County be obligated to notify the Licensee of the accumulation of late payment charges.

Payment of supplemental fees per event shall be by cashier's check and made payable to the appropriate agency charging the fees. Payments shall be mailed or otherwise delivered to the appropriate agency. Payment of William S. Hart Park staff fees shall be mailed or otherwise delivered to the Department of Parks and Recreation, William S. Hart Park Superintendent, 24151 Newhall Avenue, Newhall, California 91321.

- 6.6 Licensee shall be additionally responsible for all specific and extraordinary service costs incurred by the Department, the Sheriff's Department, Los Angeles County Fire Department, California Highway Patrol, or any other similar agency, should there be any major disorders requiring their involvement.

7.0 CHANGES AND AMENDMENTS

- 7.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Director or his designee and Licensee.
- 7.2 Notwithstanding the above, this Agreement may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Licensee and in the case of County, until approved by the Board.

8.0 ACCOUNTING RECORDS

- 8.1 Licensee shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts from alcohol sales in connection with the operation. The method of accounting, including bank accounts, established for said

operation shall be separate from the accounting system used for any other business operated by Licensee. Such method shall include the keeping of the following documents:

- 8.1.1 Regular books of accounting such as general ledgers;
 - 8.1.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
 - 8.1.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;
 - 8.1.4 Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);
 - 8.1.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.
- 8.2 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset. In addition, such cash registers must have a tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Licensee shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner.
- 8.3 All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may conduct an audit and re-audit of the books and business conducted by Licensee and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in

connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

- 8.4 Should the Director find that additional fees due to County exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, Licensee shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments.

9.0 SECURITY DEPOSIT

- 9.1 Prior to the commencement of this Agreement, Licensee shall pay to the Director a Security Deposit in the amount of **Five Thousand Dollars (\$5,000)** in the form of a cashier's check made payable to the County of Los Angeles Department of Parks and Recreation.
- 9.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of the agreement; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of this Agreement; a breach of obligations assumed by Licensee herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 9.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages Licensee shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required

hereunder.

- 9.4 Said Deposit shall be returned to Licensee upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

10.0 DESTRUCTION OF THE DEMISED PREMISES AND/OR WILLIAM S. HART PARK

- 10.1 In the event the Demised Premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Licensee shall either restore the premises or terminate this Agreement, after the assurance of receipt of insurance proceeds are to be paid to the County. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the premises or terminate this Agreement. County shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. Said insurance proceeds, if any, shall be held for the benefit of Licensee only in the event of an election by Licensee to restore the Demised Premises and shall be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the Director and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, Licensee shall deposit the amount of the deficiency with the County upon demand therefor by the Director, and said sums shall be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds shall be retained by County and credited to the rental reserved over the remaining term of this Agreement. In the event Licensee elects to restore the Demised Premises, plans, specifications, and construction cost estimates for the restoration thereof shall be prepared by Licensee and forwarded to Director for approval prior to the performance of any work thereon. Said documents shall be prepared

and submitted in a timely manner following adjustments of the loss and receipt of the proceeds of insurance by County. The required construction shall be performed by Licensee and/or licensed and bondable contractor(s) thereof who shall be required to carry comprehensive liability and property damage insurance, workers' compensation insurance, and standard fire, and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in amounts equal to the insurance limits required herein, or as otherwise determined by the County. Said construction shall be commenced promptly following the approval thereof by the Director, issuance of permits therefor by governmental agencies having jurisdiction thereover, and posting of the construction site by County with notice of non-responsibility, and shall be diligently prosecuted to completion; the Director shall have (30) days to review said construction. All work shall be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by the Director. The Licensee agrees that County may have on the site at any time during the construction period an inspector who shall have the right of access to the Demised Premises and the work occurring thereon. Licensee, at the commencement of the construction work, shall notify Director in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All construction shall be performed in a good and workmanlike manner. Upon completion of the restoration, Licensee shall immediately record a notice of completion with the Registrar-Recorder.

- 10.2 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Licensee shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the operation provided a claim therefor is filed with the Director within one hundred (100) days of notice of election to restore the premises. Any such claim may be denied

if the destruction of the Demised Premises is found by the Director to have been caused by the fault or neglect of Licensee. Licensee agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

- 10.3 Licensee shall cooperate in the restoration of the Demised Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.
- 10.4 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of William S. Hart Park by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the Demised Premises.
- 10.5 Any restoration construction must comply with environmental laws, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). If substantial renovation is to occur, the Director shall review and approve any plans and NEPA document; the cost of which shall be the responsibility of the Licensee.
- 10.6 Licensee agrees to accept the remedy heretofore provided in the event of a destruction of the Demised Premises and/or William S. Hart Park and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

11.0 CONSTRUCTION BY COUNTY AFFECTING DEMISED PREMISES AND WILLIAM S. HART PARK

- 11.1 In the event County shall construct or cause to be constructed a new facility for the Cowboy Festival, this Agreement shall continue in full force and effect, except that the payments to be made by Licensee shall be

abated and/or other relief afforded to the extent that the Director may determine the construction interferes with the authorized operations, provided a claim therefor is filed with the Director within one hundred (100) days of commencement of construction.

- 11.2 Licensee agrees to cooperate with County in the event the construction affects the Demised Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 11.3 Following completion of the new facility, Licensee shall resume its operations therefrom within thirty (30) days of written notice from the Director that the Demised Premises are tenantable.
- 11.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Williams S. Hart Park Area that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of the William S. Hart Park due to the partial or total closure thereof, has affected the Licensee's operations.
- 11.5 Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Demised Premises and/or the William S. Hart Park, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

12.0 OPERATING RESPONSIBILITIES

12.1 Advertising and Publicity Materials

- 12.1.1 Licensee shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising or publicity materials

unless prior written approval thereof is obtained from the Director. Said approval shall not be unreasonably withheld or delayed. Such materials included, but not limited to: advertising in newspapers, magazines and trade journals, the internet, and radio and/or television commercials.

12.1.2 In no way may Licensee advertise, either directly or indirectly that there will be a fee charged, or tickets required, for admittance into the Park, the Demised Premises or Museum.

12.1.3 In recognition of the Licensee's need to identify its services and related clients to sustain itself, the County shall not prohibit the Licensee from publishing in any of its bids, proposals, and sales materials that it has been awarded this Agreement by the County of Los Angeles, with the understanding that such materials are to be prepared in a professional manner, and that the materials are subject to the requirements of Subsection 12.1.3.

12.1.4 Credit for the County

Licensee agrees that any advertising or promotional materials promulgated by Licensee, which contains the words "William S. Hart Park", or any derivative thereof, "a unit of the County of Los Angeles Department of Parks and Recreation System" with the County seal and Parks and Recreation Department logos, unless specifically approved otherwise by the Director.

12.2 Compliance with Laws, Rules and Regulations

Licensee shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the agreement, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Licensee shall conform to and abide by all rules and regulations and policies of the County's Board

of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

12.3 Days and Hours of Operation

Licensee shall provide a written request for the dates and hours of 1) set-up, 2) operation of the Cowboy Festival, no more than one (1) weekend per year (i.e. Friday, Saturday, Sunday), the third weekend in the month of April, except the years the third weekend falls on Easter, at which time the Festival will occur either the second or fourth weekend in April or at the discretion of the Director or his designee; and 3) take-down, a minimum of 180 days prior to the requested dates for approval by the Director or his designee in their sole discretion. No advertisement of any kind may take place until Licensee has received written approval of the dates and hours requested herein. Set up shall not take place earlier than the Monday (4 days) before the event. Licensee shall ensure that the take-down and removal of all equipment and temporary structures is completed no more than three (3) days (Wednesday) following the close of the event. Licensee shall require the Operations Manager or designee to be present during all days and hours of operation.

12.4 Disorderly Persons

Licensee agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the Demised Premises.

12.5 Filming

Commercial filming is strictly prohibited.

12.6 Illegal Activities

Licensee shall not knowingly permit any illegal activities to be conducted upon the Demised Premises.

12.7 Maintenance

12.7.1 General Maintenance

- a. Licensee is hereby required to provide grounds maintenance services, including, but not limited to, daily trash pick-up, daily litter removal, at a frequency as required by the Director

or his designee, and spot irrigation of the Demised Premises to maintain turf and minimize dust. Licensee shall manage trash removal inside the Demised Premises during the operation of event and shall keep trash receptacles emptied as needed to make them available at all times for disposing of trash. Maintenance work shall be performed in accordance with the highest industry-wide maintenance standards for park use. Standards and frequencies may be modified from time to time as deemed necessary by the Director or his designee for the proper maintenance of the Demised Premises.

- b. Licensee shall provide and maintain in its employ at the Demised Premises a full-time maintenance crew during operating hours of event. Said maintenance crew shall be sufficient in number, and with such training, as to perform all tasks and responsibilities required by this Agreement. All such personnel shall be clean and neat at all times, and shall wear uniform clothing that identifies them as employees of the Licensee. Licensee shall be responsible for all costs and expense for all staff, equipment, and supplies required for maintenance and cleanup.
- c. Licensee shall provide trash pick-up and removal within 100 feet outside of the Demised Premises and within the parking areas of the site plan except along Newhall Avenue which shall be 25 feet. All refuse, debris and trash collected shall be placed in roll-off trash bin(s) and disposed of off-site. Licensee shall provide, at a minimum, two (2) roll-off trash bins for event and ensure that the contents are disposed of properly off-site. During event, Director or his designee may require Licensee to provide additional bins for the proper disposal of trash. Roll-off trash bins must be removed from

the Demised Premises no later than date set for the take-down and removal of all equipment and temporary structures.

- d. Licensee shall provide the minimum of number portable toilets in accordance with the County of Los Angeles Department of Health Services standards and requirements during event. Licensee shall pump out each portable toilet daily during the period that event is open to the public. In addition, Licensee shall inspect and clean each portable toilet at a minimum of two (2) times per day during the period that event is open to the public. All portable toilets shall be removed from the Demised Premises no later than date set for the take-down and removal of all equipment and temporary structures.
- e. Should Licensee, after one (1) day notice from County of the need thereof, fail to perform its maintenance service obligations required herein, County in addition to all other available remedies may, but shall not be obligated to exercise its Right of Entry as provided hereinafter. County may enter upon the Demised Premises and perform Licensee's failed obligations and Licensee shall forthwith on demand reimburse County for its costs so incurred including direct and indirect overhead costs as determined by the Director.
- f. Licensee shall inspect the Demised Premises in advance of, during and after event with representatives of the Department. The County shall be entitled to reimbursement of all County costs for repair and/or replacement of improvements, or damages to Area of the William S. Hart Park that are directly related to event. With respect to restoration of damaged turf-grass areas, Licensee, at its

cost, will restore such turf-grass areas to the satisfaction of the Director. Turf-grass restoration shall mean replacement of turf with sod, or in the alternative, planting of seed and/or hydro seeding at the discretion of the Director; and maintenance after the installation and/or seeding for a subsequent thirty (30) days. The Department shall ensure that the restored areas receive the proper amount of irrigation during Licensee's maintenance period. All repairs and/or replacements shall include quality materials consistent with industry wide standards for workmanship, and shall be as instructed and supervised by the Director or his designee.

- g. Licensee shall provide the Director or his designee with the names and telephone numbers of at least three (3) qualified persons who can be called by County representatives when emergency conditions occur during hours when the Licensee's normal work force is not present. The County shall call for such assistance only in the event of a substantial emergency. In the event that no response is provided by Licensee's representatives, County representatives may, in their sole discretion, enter upon the Demised Premises and resolve the emergency conditions and be reimbursed by the Licensee for its costs incurred as determined by the Director. This provision does not pertain to conditions rendering the Demised Premises unusable as otherwise set forth herein.
- h. In the event that event must be temporarily suspended due to inclement weather conditions, the decision on when to allow public use to resume will be made by the Director or his designee.
- i. Licensee is responsible for any fallen trees or branches in

the park during their set-up, event and breakdown timeframe. Any setup near or under tree canopies must be inspected by a Los Angeles County approved Arborist at the Licensee's expense.

- j. Painting or marking of any kind in the Park on pathways or hard surfaces is prohibited. All directional signs must be removed at the end of the event.

12.7.2 Default of Maintenance Obligations

County may cure the default of the Licensee hereto with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between Director and Licensee upon the nature and scope of the work to be performed and the costs to be incurred thereby. Any demand of County for reimbursement hereunder shall be satisfied by Licensee through payment of the sums deposited with County as security for faithful performance, and/or pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed. Any demand of Licensee for reimbursement hereunder shall be satisfied by County through a credit against the per event rental obligation of Licensee, commencing with the month next succeeding the date of completion of the maintenance performed, until a total credit has been provided up to the lesser of the actual costs of cure or the rental reserved over said remaining term. County and Licensee waive all rights to payment on their respective rights to reimbursement for the actual costs of the cure of the default of the other with respect to the maintenance obligations

assumed herein, except in the manner and amounts heretofore provided.

12.8 Mandatory Coordination Meetings

12.8.1 Licensee shall be responsible for contacting, scheduling and conducting event coordination meetings with all involved Departments and agencies, their representatives, and other concerned individuals. This shall include a meeting a minimum of fourteen (14) business days prior to any set-up and a daily meeting prior to conducting any activities.

12.8.2 The purpose of these meetings is to ensure that all departments and agencies are informed of the details of the event, and that the Licensee and the Department are aware that all permits and/or requirements of the various participating agencies have been fulfilled and that all safety precautions are in place prior to any activities being conducted.

12.8.3 Any Stakeholder and/or Licensee meetings regarding the William S. Hart Park shall be scheduled and/or coordinated in advance with the William S. Hart Park Superintendent. Further, the William S. Hart Park Superintendent or their designee shall be present at all such meetings.

12.9 Non-Interference

Licensee shall not interfere with the public use of and the programming within the William S. Hart Park with the exception of the days and hours approved by the Director during the set-up and take down of the event.

12.10 Plot Plan

Licensee shall submit a final plot plan (layout) of the event for review and approval by the Director or his designee at least fourteen (14) business days in advance of the set-up date. The plot plan shall also include a security plan, traffic control, trash removal, location and amount of temporary restrooms and parking. The Director or his designee will notify the Licensee of any required changes and/or approval before set-up date.

12.11 Parking/Traffic Control

- 12.11.1 Licensee, at its sole expense, shall be responsible for managing, controlling, supervising, and providing sufficient staff for all vehicles entering and parking within the William S. Hart Park for purposes of attending event. In addition, Licensee is responsible for avoiding traffic congestion on the streets entering and exiting the William S. Hart Park. Licensee shall submit the parking/traffic control plan for review and approval to the Director or designee and shall be subject to the review by the Los Angeles County Sheriff's Department, Los Angeles County Fire Department, California Highway Patrol. All changes, amendments or recommendations by the County or other approving agencies shall be implemented by Licensee prior to the set-up date of event.
- 12.11.2 Licensee's responsibilities shall include, but not limited to, the placement of directional parking signs, traffic cones, and delineators; as well as signage indicated "No Parking" as instructed by the Director or designee. The number of traffic control personnel will be dependent on the volume of vehicles.
- 12.11.3 Licensee shall provide free parking and free transportation to and from William S. Hart Park. Licensee shall not charge at any time, nor allow a third party entity to charge a fee to enter the Park or Museum.
- 12.11.4 Licensee acknowledges that the Park and Museum shall be open to the public at all times and free of charge, subject only to proper restrictions as provided by the County of Los Angeles Board of Supervisors.
- 12.11.5 The event may not impact public traffic into the park during set up and tear down days except for the days and hours approved by the Director.

12.12 Patron/Non-Patron Complaints

The Licensee shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 12.12.1 Within ten (10) business days after the Agreement effective date, the Licensee shall provide the County with the Licensee's policy for receiving, investigating and responding to user complaints. The County will review the Licensee's policy and provide the Licensee with approval of said plan or with requested changes.
- 12.12.2 If the County requests changes in the Licensee's policy, the Licensee shall make such changes and resubmit the plan within five (5) business days for County approval.
- 12.12.3 If, at any time, the Licensee wishes to change the Licensee's policy, the Licensee shall submit proposed changes to the County for approval before implementation.
- 12.12.4 The Licensee shall preliminarily investigate all complaints and notify the Park Superintendent of the status of the investigation within 24 hours of receiving the complaint.
- 12.12.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 12.12.6 Copies of all written responses shall be sent to the Park Superintendent within 24 hours of mailing to the complainant.

12.13 Prices

Licensee may only charge a fee, with prior written approval from the Director or designee, for specified venues at the William S. Hart Park property. Entertainment and/or presentations at these venues must be related to the contributions or interests of William S. Hart, such as, but not limited to Western themes and lore. Such events shall be scheduled so that they will not unreasonably restrict that public's general uses of the Park or Museum, either as to area or time.

12.14 Programmed Events

Licensee shall not promote or sponsor private or public events requiring the use of any other areas within the William S. Hart Park. However, this provision shall not prohibit Licensee from generally advertising or encouraging public use of the William S. Hart Park.

12.15 Safety

12.15.1 Licensee shall immediately correct any unsafe condition of the Demised Premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness, or injury occurring on the Demised Premises. Licensee shall cooperate fully with County in the investigation of any injury or death occurring on the Demised Premises, including a prompt report thereof to the Director. Licensee shall be responsible for the operation at a minimum of one (1) first-aid and one (1) lost and found station. The first-aid station shall be staffed by qualified person(s) during each day event is opened to the public and more stations shall be added if deemed necessary by the Director or designee.

12.15.2 Inclement Weather

Licensee shall make initial assessment of Demised Premises to determine if safe for use by the public.

12.15.3 In the event County observes the Demised Premises is unsafe due to weather conditions and/or other hazardous elements, County may have the sole discretion to close the facility to prevent any injuries.

12.16 Sanitation

12.16.1 No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Demised Premises. Licensee shall prevent the accumulation

of trash and debris for a distance of one hundred (100) feet from the Demised Premises except on the Newhall Avenue side which will be twenty-five (25) feet. Licensee shall provide that all refuse is collected as often as necessary, and in no case less than once a day, and shall pay all charges which may be made for the removal thereof. Licensee shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director or designee, to maintain the Demised Premises and the area within a distance of one hundred (100) feet thereof in a sanitary condition. Portable restrooms, as discussed in 12.7.1 above, shall be cleaned and inspected a minimum of two (2) or more times daily and pumped out at least once per day.

- 12.16.2 Licensee is responsible to contract additional restroom needs throughout the event. County is not responsible for any additional restroom needs. Licensee must provide a County of Los Angeles Health Permit for the dates of the event. Additional restroom facilities must meet the Department of Health Services regulations. Should licensee request that the County restrooms be opened during the Cowboy Festival, Licensee will be fully responsible for the cost of County staff and maintenance of the County restrooms.

12.17 Security

- 12.17.1 Licensee, at its sole expense, shall provide security services during the term of this Agreement for the purpose of protecting the Demised Premises from theft, burglary, vandalism, and for crowd control.
- 12.17.2 Licensee will be responsible for providing overnight security service for the purpose of protecting the Demised Premises from theft, burglary, vandalism, etc., at all times when event is not in operation. This service is subject to review and approval

as stated in Subsection 12.17.4 hereinafter.

- 12.17.3 At Licensee's sole expense, the County of Los Angeles Sheriff's Department, Parks Bureau is required for law enforcement services at the Event. The County of Los Angeles Sheriff's Department, Parks Bureau, and the Director or designee shall determine the actual number required based upon, but not limited to, expected attendance and event activities. Deputies will be required to patrol the area inside the event as well as the perimeter to provide and maintain a security plan and a peaceful and secure atmosphere. Communication devices (hand-held radios, walkie-talkies, etc.) will be provided by Licensee for Deputies and Parks Staff.
- 12.17.4 Licensee's security operation plan and evacuation plan for event shall be subject to the review and approval by the Director, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, and California Highway Patrol. All changes, amendments or recommendations by the County shall be implemented by Licensee prior to the set-up date for event. Licensee shall submit its plans for review and approval thirty (30) days prior to the set-up date for event, no later than 5:00 p.m.
- 12.17.5 In the event that the Los Angeles County Sheriff's Department and the Licensee do not mutually agree upon the security operation plan and evacuation plan, then either party may request a meeting with the Director to review the recommended security operation and evacuation plans.
- Upon approval of the security operational plan and evacuation plan, the Sheriff's Department shall provide the Licensee with an operational schedule with total deployed law enforcement personnel.
- 12.17.6 The Demised Premises cannot be used for human habitation

but may be used as approved by the Director for overnight security purposes. During the operation of event, vendors may remain on-site within areas as approved and designated by the Director in order to secure their personal property, belongings, and event merchandise. Children under the age of eighteen (18) are prohibited from staying overnight.

12.17.7 Notwithstanding any other provision of this Agreement, Licensee shall pay the cost for specific and/or extraordinary services incurred should there be any disorders requiring the support from the below mentioned public agencies, but not limited to, the Department of Parks and Recreation, Los Angeles County Sheriff, Los Angeles County Fire Department, and the California Highway Patrol.

12.17.8 Licensee shall provide sufficient First Aid and Lost and Found Stations.

12.18 Security Devices

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Demised Premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director.

12.19 Set up and take down time

Licensee shall reserve the facility to include all the time necessary for set up prior to the event and clean up afterwards. Licensee shall leave the facility in good condition and shall be charged for any clean up and/or repairs to the facility as a result of the event. Licensee shall provide a point of contact that shall remain on property during all set up and take down activities.

12.20 Signs

Licensee shall not post signs upon Demised Premises or improvements thereon unless prior approval thereof is obtained from the Director.

12.21 Storage

All equipment temporarily stored within the demised premises during the set-up and take-down of the event, must be pre-approved in writing by the Director or designee. County of Los Angeles or any organization other than the Licensee is not responsible and/or liable for any equipment stored. This includes, but is not limited to damage by weather, wildlife, force majeure, vandalism and/or any other possible cause.

12.22 Temporary Structures/Equipment

Licensee, at its own expense, shall provide and install all temporary structures, fixtures, and equipment that are required for the operation of event. Licensee shall remove same from the premises no later than date set for the take-down and removal of said temporary structures, fixtures and equipment. Should Licensee fail to so remove said temporary structures, fixtures, and equipment, within said period, Licensee shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Licensee shall reimburse County for any cost as determined by the Director incurred in excess of any consideration received from the sale, removal or demolition thereof.

12.23 Utilities

- 12.23.1 Licensee shall provide all necessary utilities at its sole cost, with the exception of water, which shall be provided by the County. The water shall be used for plants and sanitation purposes only.
- 12.23.2 Licensee shall not in any way alter or modify any of the County's utilities systems and/or equipment without specific authorization from the Director.
- 12.23.3 Licensee shall provide electrical generators for all required electricity and shall not use any electricity provided by County. Except for electricity used within Hart Hall during County approved events.

12.24 Vendors

12.24.1 Vendor List

Licensee shall submit for the Director or designee to review and for approval on or before the date set for the set-up of event, no later than 5:00 p.m., a finalized list of vendors, and the services, products and/or merchandise being provided to the public by said vendors. Only those vendors authorized by the Director will be allowed within the Demised Premises. Licensee's tentative list of vendors including name, (and DBA if any) all pertinent contact information, plus the list of products and/or merchandise to be sold or services provided, and insurance requirements, if warranted, shall be submitted for Director's review thirty (30) days prior to the set-up date of event.

12.24.2 Any changes to the list of vendors, the services, products and/or merchandise being sold or provided to the public by said vendors must be submitted in writing and receive prior written approval by the Director or designee before any change takes effect.

12.24.3 Licensee may secure commercial sponsors to offset expenses associated with the production of the event. However, Licensee shall submit a list of all participating sponsors and vendors to the Director or designee for prior written approval a minimum of fourteen (14) business days prior to the event. The Department has the sole right to approve or deny all advertising, commercial displays, vendors, and sponsors associated with event venues at William S. Hart Park. Alcohol and tobacco company sponsorships are expressly prohibited. The Licensee has the added responsibility to ensure that all sponsors/vendors have the proper licenses and permits to operate on County property.

13.0 TERMS AND CONDITIONS

13.1 Agreement Enforcement

- 13.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.
- 13.1.2 Any officers and/or authorized employees of County may enter upon the Demised Premises at any and all reasonable times for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Demised Premises.
- 13.1.3 In the event County commences legal proceedings for the enforcement of this Agreement or recovery of the Demised Premises herein, Licensee does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

13.2 Cancellation

- 13.2.1 Upon the occurrence of any one or more of the events of default hereinafter described in Subparagraph 13.11, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Licensee ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.
- 13.2.2 Upon cancellation, County shall have the right to take possession of the Demised Premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

- 13.2.3 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 13.2.4 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this Agreement to undertake any and all action that may be required in order to prevent a cancellation of this Agreement and a forfeiture of the use granted. Accordingly, the Director shall send a copy of any intended cancellation of this Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new Licensee under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.
- 13.2.5 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Licensee was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Licensee has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not

been issued.

13.3 Compliance with Civil Rights Law

The Licensee hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Licensee shall comply with Exhibit C, Licensee's EEO Certification.

13.4 Acknowledgement of County's Commitment to Child Support Enforcement

Licensee acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Licensee understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Licensee's place of business. County's District Attorney will supply Licensee with the poster to be used.

13.5 Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in Exhibit D, in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

13.6 Non-Compliance and Liquidated Damages

13.6.1 In the event the Director determines that there are deficiencies

in Licensee's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Licensee to correct said deficiencies within specified time frames.

- 13.6.2 In the event that Licensee fails to correct the deficiencies within the prescribed time frames the Director may, at his option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under the Sub-Section 13.25 (Right of Entry) and/or (3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the obligations for use granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Licensee shall be liable to County for liquidated damages in said amount.

13.7 Licensee's Warranty of Adherence to County's Child Support Compliance Program

- 13.7.1 Licensee acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 13.7.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Licensee's duty under this Agreement to comply with all applicable provisions of law, Licensee warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required

by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

13.8 Licensee’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

13.8.1 Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are currently in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

13.8.2 Unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

13.9 Conflict of Interest

13.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

13.9.2 The Licensee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

13.10 County's Quality Assurance Plan

The County or its agent will evaluate Licensee's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Licensee's compliance with all Agreement terms and performance standards. Licensee deficiencies that County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Licensee. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

13.11 Events of Default

13.11.1 The abandonment, vacation or discontinuance of operations on the Demised Premises for more than two (2) consecutive days during the time event to the public, without approval thereof by the Director.

13.11.2 The failure of Licensee to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

13.11.3 The failure of Licensee to operate in the manner required by this

Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.

- 13.11.4 The failure to maintain the Demised Premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 13.11.5 The failure of Licensee to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.
- 13.11.6 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Licensee in violation of State and/or Federal laws thereon.
- 13.11.7 Transfer of the majority controlling interest of Licensee to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Director.
- 13.11.8 Failure of Licensee to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

13.12 Fair Labor Standards

The Licensee shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Licensee's employees for which the County may be found jointly or solely liable.

13.13 Force Majeure; Time Extensions

13.13.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

13.13.2 Notwithstanding the foregoing, a default by a subcontractor of Licensee shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Licensee and such subcontractor, and without any fault or negligence of either of them. In such case, Licensee shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Licensee to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

13.13.3 In the event Licensee's failure to perform arises out of a force majeure event, Licensee agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

13.14 Governing Law, Jurisdiction and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.15 Independent Licensee

This Agreement is by and between the County of Los Angeles and Licensee and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Licensee. Licensee understands and agrees that all persons furnishing services on behalf of Licensee pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Licensee and not of County. Licensee shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Licensee pursuant to this Agreement.

13.16 Indemnification

The Licensee shall indemnify, defend and hold harmless the County, its Special Districts, their elected and appointed officers, employees, and agents (Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement except for such loss or damage arising from the sole negligence or willful misconduct of the Indemnitees. Licensee's duty to

indemnify the County of Los Angeles, their agents, officers, and employees shall survive the expiration or other termination of this Agreement.

13.17 General Provisions for All Insurance Coverage

Without limiting Licensee's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 13.17 and 13.18 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this Agreement.

13.17.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County of Los Angeles, their agents, officers, and employees (defined below) have been given Insured status under the Licensee's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized

representative of the insurer(s). The Insured party named in the Certificate shall match the name of the Licensee identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Contracts Division
1000 S. Fremont Avenue, Unit 40
Alhambra, CA 91803
Attention: Ruben Lopez, Chief

Licensee also shall promptly report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify County of any third party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Licensee and/or County.

13.17.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.17.3 Cancellation of or Changes in Insurance

Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

13.17.4 Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

13.17.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

13.17.6 Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Licensee. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

13.17.7 Waivers of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its rights and its insurer(s)'s rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.17.8 Sub-Contractor Insurance Coverage Requirements

Licensee shall include all Sub-Contractors as insureds under Licensee's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor

complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

13.17.9 Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.17.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

13.17.11 Application of Excess Liability Coverage

Licensees may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13.17.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13.17.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

13.17.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

13.18 Insurance Coverage Requirements

13.18.1 Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Legal Liability	\$ 100,000

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non- owned autos, as each may be applicable.

13.18.2 Workers Compensation and Employers’ Liability

Insurance or qualified self-insurance satisfying statutory

requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.18.3 Automobile Liability

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combine or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including own, leased, hired, and/or non-owned autos, as each may be applicable.

13.18.4 Liquor Liability

Insurance (written on ISO policy form CG 00 33 or 34 or their equivalent) shall be provided and maintained by the Foundation if and when the manufacturing, distribution or service of alcoholic beverages occurs in the Premises, with limits of not less than \$1 million per occurrence and \$2 million aggregate. If written on a "claims made" form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this

Agreement, or replacement coverage shall be maintained until such time.

13.19 Non-Discrimination and Affirmative Action

- 13.19.1 The Licensee certifies and agrees that all persons employed by it, it's affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 13.19.2 The Licensee shall certify to and comply with the provisions of Exhibit C, Licensee's EEO Certification.
- 13.19.3 The Licensee shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 13.19.4 The Licensee certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 13.19.5 The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end

that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.

- 13.19.6 The Licensee shall allow County representatives access to the Licensee's employment/volunteer records during regular business hours to verify compliance with the provisions of this Subparagraph 13.19 when so requested by the County.
- 13.19.7 If the County finds that any provisions of this Sub-Paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this Agreement.
- 13.19.8 The parties agree that in the event Licensee violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

13.20 Notice to Employees Regarding Federal Earned Income Credit

The Licensee shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the

Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit B.

13.21 Notice to Employees Regarding the Safely Surrendered Baby Law

The Licensee shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

13.22 Notices

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; facsimile or email or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be **City of Santa Clarita, 23920 Valencia Blvd., Valencia, California 91355**. The address to be used for any notice served by mail upon County shall be: **County of Los Angeles Department of Parks and Recreation, Attention: Contracts Division, 1000 South Fremont Avenue, Unit #40, Alhambra, CA 91803**, or such other place as may hereafter be designated in writing to City by the Director. Service by mail; facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

13.23 Public Records Act

13.23.1 Any documents submitted by Licensee; all information obtained in connection with the County's right to audit and inspect Licensee's documents, books, and accounting records pursuant to Paragraph 8.0 of this Agreement; as well as those documents

which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 13.23.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Licensee agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

13.24 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Licensee agrees to use recycled-content paper to the maximum extent possible on this Agreement.

13.25 Right of Entry

- 13.25.1 Any officers and/or authorized employees of the County may enter upon the Demised Premises at any and all reasonable times for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Demised Premises.

- 13.25.2 In the event of an abandonment, vacation or discontinuance of

operations for a period in excess of five (5) days, Licensee hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the Demised Premises, including all improvements, equipment and inventory thereon; remove any and all persons or property on said Demised Premises and place any such property in storage for the account of and at the expense of Licensee; (3) sublease or sublicense the Demised Premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this Agreement. Entry by the officers and employees of County upon the Demised Premises for the purpose of exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

13.25.3 No re-entry or taking of the Demised Premises by County pursuant to Sub-Paragraph 13.25.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Licensee or unless the termination thereof be decreed by a court of competent jurisdiction.

13.26 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

13.27 Sublicenses

13.27.1 Licensee shall not, without the prior written consent of the

Director, sublicense any portion of the Demised Premises, or sublicense any of the operation or activities authorized or required by this Agreement.

- 13.27.2 In the event the County determines that the Licensee has violated the sublicense provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the sublicense provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is One Thousand Dollars (\$1,000.00) and that the Licensee shall be liable to County for liquidated damages in said amount.

13.28 Surrender of Demised Premises

- 13.28.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Licensee shall peaceably vacate the Demised Premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that Paragraph 13.25.2 hereinbefore may be applicable thereto.
- 13.28.2 Upon expiration of the term, Licensee shall execute and deliver to County within 30 days after service of written demand, a good and sufficient quitclaim deed of the Licensee's interest in this Agreement and the demised premises. Should Licensee fail to refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Licensee to execute and deliver the quitclaim deed shall, after ten (10) days from the date of recordation of the notice, be conclusive

evidence against Licensee and all persons claiming under Licensee, of the termination of this Agreement.

13.29 Taxes and Assessments

13.29.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, including but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, Licensee or any other tax or assessment-levying body upon the Demised Premises and any improvements located thereon.

13.29.2 Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

13.30 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of Licensee to maintain compliance with the requirements set for in Subsection 13.7, Licensee's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Licensee under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the county Board of Supervisors may terminate this Agreement pursuant to Subsection 13.2, Cancellation.

13.31 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Licensee to maintain compliance with the requirements set for in Paragraph 13.8, Licensee's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of Licensee to cure such default within 10 days of notice shall be grounds upon which County may

terminate this contract and/or pursue debarment of Licensee, pursuant to County code chapter 2.206.

13.32 Termination for Convenience; Suspension

13.32.1 Termination for Convenience. This Agreement may be terminated, in whole or in part, by County in its sole discretion. Termination of Agreement hereunder shall be effected by delivery to Licensee of a written notice of termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than one hundred eighty (180) days after notice.

13.32.2 Suspension. County, at its convenience, and without further liability, may suspend Licensee's performance under this Agreement, in whole or in part, by written notice to Licensee from the Director specifying the effective date and extent of the suspension.

a. Licensee shall immediately discontinue all services unless otherwise indicated by Director.

b. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for convenience at the option of either party, upon written notice to the other party.

13.33 Termination for Improper Consideration

13.33.1 County may, by written notice to Licensee, immediately terminate the right of Licensee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Licensee, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the

award, amendment or extension of the Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Licensee as it could pursue in the event of default by the Licensee.

13.33.2 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Licensee in writing by County

13.33.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

13.34 Termination for Insolvency

13.34.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Licensee. The Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Licensee is insolvent within the meaning of Federal Bankruptcy Code;

13.34.2 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for Licensee; or
- 13.34.3 The rights and remedies of County provided in this Sub- Section 13.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13.35 Termination for Non-Adherence of County Lobbyist Ordinance

Licensee and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Licensee or any County Lobbyist or County lobbying firm retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

13.36 Termination Upon Transfer of Title or Park Closure

13.36.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the William S. Hart Park and the Demised Premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Licensee with notice of termination or assignment of this Agreement pursuant to this provision.

13.36.2 Notwithstanding any other provision of this Agreement, in the event the County closes the William S. Hart Park, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Licensee shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Licensee of such park closure.

13.37 Transfers

Licensee shall not transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage shall be null and void, and shall constitute a material breach of this Agreement.

13.38 Waiver

13.38.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estoppels County from enforcing the full provisions thereof.

13.38.2 No delay, failure, or omission of County to re-enter the Demised Premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Licensee shall be required to restore or revive "time of the essence" after the waiver by County of any default.

13.38.3 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

13.39 Warranty Against Contingent Fees

13.39.1 The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement

upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

13.39.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13.40 Compliance with County's Smoking Ban Ordinance

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code (Exhibit G).

13.41 Artificial Trans Fat Reduction Program

13.41.1 Licensee agrees that it will participate in the County's Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 grams or more of artificial trans fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Demised Premises, except for food that is being served directly to consumers in a manufacturer's original sealed package. Licensee shall provide the written certification attached hereto as Exhibit H stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at www.lapublichealth.org.

13.41.2 Within 5 days of the County's execution of this Contract, Licensee shall submit to the County's Public Health Department

all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant. Licensee's failure to do either of the foregoing shall constitute a material breach of this Contract and shall be grounds for immediate termination by the County. County shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.

13.41.3 Upon County's approval of the Licensee's participation in the ATFR Program, Licensee shall have the same rights and obligations as any voluntary member of the ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.

13.41.4 In addition to any remedies provided the County by the ATFR Program's rules, any failure by Licensee to comply with the ATFR Program standards shall constitute a material breach of this Contract entitling the County to terminate the Contract in its entirety or, if the Licensee provides service to multiple Demised Premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following:

1. Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Licensee's breach of this Section 13.41. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-compliant facility and that Licensee shall be liable to County for that amount.
2. Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Demised Premises and from any other location where such materials

are used by the Licensee, including without limitation menus, menu boards, and dining table tent cards.

3. Require Licensee to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

13.42 Licensee Performance

The County maintains databases that track/monitor Licensee performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

13.43 Green Initiatives

Licensee shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Licensee shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Licensee’s products prior to their use.

13.44 Compliance with County’s Zero Tolerance Policy On Human Trafficking

Licensee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Licensee or member of Licensee’s staff is convicted of a human trafficking offense, the County shall require that the Licensee or member of Licensee’s staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Licensee’s staff pursuant to this paragraph shall not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

13.45 Use of Expanded Polystyrene (EPS) Food Containers

The Licensee is required to comply with the County’s policy on restricting its purchase and use of EPS food containers on County-owned facilities.

14.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire agreement between County and Licensee, and Licensee’s subcontractors, if any, for the use granted at William S. Hart Park for the operation of a Cowboy Festival. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the operation of a Cowboy Festival and the Demised Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

15.0 AUTHORIZATION WARRANTY

Licensee represents and warrants that the signatory to this Agreement is fully authorized to obligate Licensee hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

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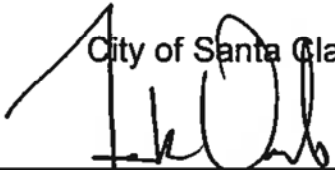
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IN WITNESS WHEREOF, Licensee has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Director of Parks and Recreation thereof, on the month, the day and year first above written.

COUNTY OF LOS ANGELES

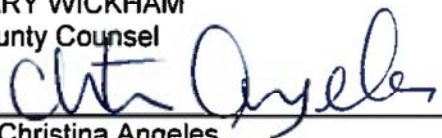
John Wicker
Director, Parks and Recreation

City of Santa Clarita


Name
Assistant City Manager

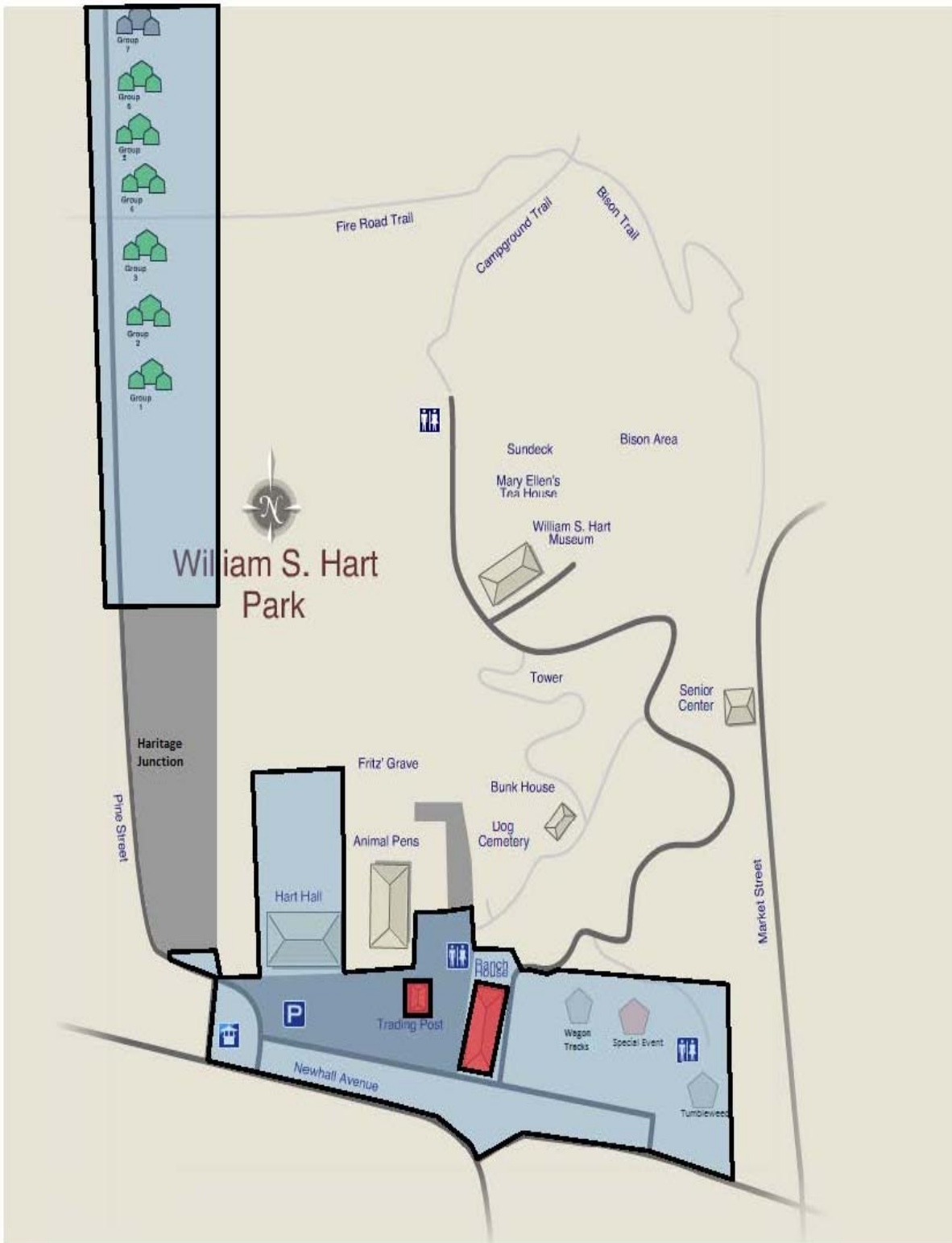
Title

APPROVED AS TO FORM:

MARY WICKHAM
County Counsel
By 

Christina Angeles,
Principal Deputy County Counsel

DEMISED PREMISES



*Demised Premises includes only those areas shaded blue with the exclusion of the Trading Post and Ranch House (shaded red).



Notice 1015

(Rev. December 2016)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

LICENSEE'S EEO CERTIFICATION

City of Santa Clarita
 Licensee Name
23920 Valencia Blvd, Santa Clarita, CA 91355
 Address
95-4133918
 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Licensee, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

LICENSEE'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|---|-----------------------------|
| 1. | The Licensee has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Licensee periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Licensee has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Licensee has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

David Knutson Events Administrator
 Authorized Official's Printed Name and Title

[Signature]
 Authorized Official's Signature

3/27/18
 Date

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

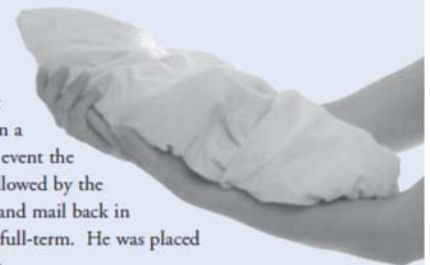
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Additional Staff Charges

Custodian	\$35.09
General Maintenance Worker	\$50.08
Grounds Maintenance Worker I	\$40.69
Grounds Maintenance Worker II	\$45.52
Park Animal Keeper	\$51.70
Recreation Services Leader (Recurrent)	\$24.89
Recreation Services Leader (Permanent)	\$34.08
Recreation Services Supervisor	\$58.79
Regional Park Superintendent I	\$64.73
Regional Park Superintendent II	\$90.71

* All additional staff charges reflected above are subject to review and may vary from year to year.

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>City of Santa Clarita</u>		
Company Address: <u>23920 Valencia Blvd</u>		
City: <u>Santa Clarita</u>	State: <u>CA</u>	Zip Code: <u>91355</u>
Telephone Number: <u>(661) 250 3787</u>	Email address: <u>DKnutson@santa-clarita.com</u>	
Solicitation/Contract For <u>Cowboy Fest</u> Services:		

The Licensee certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Licensee is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Licensee agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>David Knutson</u>	Title: <u>EVENTS Administrator</u>
Signature: <u>[Signature]</u>	Date: <u>3/27/18</u>

SMOKING BAN ORDINANCE

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows.

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and
2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]



Voluntary Artificial Trans Fat Reduction (ATFR) Program Application

The Los Angeles County (LAC) Environmental Health (EH), in recognition of those food facilities who are making the effort to voluntarily remove artificial trans fats from their menu, is implementing a placard recognition program. This placard can be proudly displayed at your food facility to let potential customers know that your facility is participating in the ATFR Program.

PURPOSE

The criteria and procedures set forth by LAC EH are intended to ensure that those food facilities who display this placard are honestly presenting their food items to the public as advertised. In fact, the success or failure of this placard program rests on the overall diligence of the participating facilities' integrity in maintaining a zero grams trans fat program in their respective food businesses. The goal is for this placard to be meaningful to the customer when they are making healthy choices for their dining experience.

APPLICATION/APPROVAL PROCESS

The following documents/requirements need to be submitted along with the completed application form. Please note that if any of the documents/requirements are not furnished during the initial submission, the application will be returned.

1. A completed application for the LAC EH placard program.

Food facility chains shall only be required to submit one application for all locations if all of the following conditions are met.

- a. Each location shares common ownership.
- b. Each location conducts food service operations consistent with the food facility chain's operational model.
- c. Foods received, prepared, and offered for sale at each location are the same for each location throughout the chain.

2. A signed "Conditions of Participation Agreement".
3. An application fee of \$204.00 made payable to the Los Angeles Department of Public Health.

Food facility chains that meet the conditions noted above (#1a-c) shall be required to submit only one application fee of \$136.00, plus \$68.00 for each

location in the chain that will participate in the ATFR Program. For example, a chain with three locations participating in the program would pay a total of \$340.00 (\$136 + \$68 + \$68 + \$68).

4. Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all food products:
 - a. that are, or that contain, fats, oils or shortenings, and
 - b. that are, when purchased by the food facility, required by applicable federal and state law to have labels, and
 - c. that are currently being stored, distributed, held for service, used in preparation of any menu items, or served by the food facility.
 - *Documentation instead of labels. Documentation from the manufacturers of such food products, indicating whether the food products contain vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, or indicating trans fat content, may be submitted for approval in lieu of copies of original labels.*
 - *Documentation required when food products are not labeled. If baked goods (or other food products restricted by the Department's ATFR Program standards) are not required to be labeled when purchased, copies of documentation from the manufacturer of the food products, (indicating whether the food products contain vegetable shortening, margarine or any kind of partially hydrogenated vegetable oil, or indicating trans fat content) may be submitted for approval in lieu of copies of original labels.*
5. A legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility.

APPROVAL AND DENIAL OF PLACARD

The application will be approved or denied within 30 business days from the date that it is received. A decision letter will be sent to all applicants indicating approval or reason(s) for denial. Applications that are not complete will be automatically returned to the applicant.

If you are approved, a placard will be mailed to you with the approval letter.



APPLICATION FOR THE COUNTY OF LOS ANGELES VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Name of Organization/Business: City of Santa Clarita

Name: Knutson David A
Last First Middle

Title/Position: Events Administrator

*Mailing Address: 20800 Centre pointe pkwy
Number Street

Santa Clarita CA 91350 661 750 3784
City State Zip Code Telephone

*If you are submitting an application for a chain please list the address for each location on a separate sheet and submit it with your application. If approved, a placard will be mailed to each of the locations you've listed unless otherwise specified.

APPLICATION CHECKLIST:

- () Completed Application Form (with list of additional locations if applicable)
- () Signed Condition of Approval Form
- () Make check payable to: County of Los Angeles, Department of Public Health
- () Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all products (see application for details)
- () Legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility
- () Mail your completed application and attachments to:

Environmental Health
Attn. Consultation & Technical Services
5050 Commerce Dr.
Baldwin Park, CA 91706



CONDITIONS OF PARTICIPATION AGREEMENT

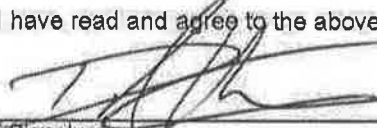
You must be a permitted food facility in Los Angeles County to participate in this placard recognition program.

By posting the ATFR placard in your facility, you are accepting the responsibilities of "truth-in-menu." Should this facility ever have to substitute an ingredient with one that contains reportable levels of trans fat, the placard **MUST BE REMOVED IMMEDIATELY** from display. Only upon re-establishing the advertised "zero grams trans fat" status, can the placard be displayed once again.

The ATFR placard is meant to help set your facility apart from all others and to help the public make informed choices in their dining experience. To ensure that your staff understands the importance of this program, they should be trained in what "trans fats" are and where they may be found. This will help to create the trustworthy atmosphere to your customer base.

The ATFR placard may not be reproduced in any form without prior approval from LAC EH. Any other reproduction, transmission, displays, or editing of the ATFR placard by any means mechanical or electronic without the express written permission of LAC EH is strictly prohibited.

I have read and agree to the above conditions.


 Signature _____ Date 3/13/18

David Knutson
 Print Name _____ Position Events Administrator