



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

February 24, 2009

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

Dear Supervisors:

**DEPARTMENT OF BEACHES AND HARBORS DELEGATED AUTHORITY TO
ENTER INTO ENTERTAINMENT CONTRACTS
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

SUBJECT

Delegate authority to the Director of Beaches and Harbors to enter into contracts providing free musical entertainment for the public and to make expenditures for such events from public-private partnerships, to the extent available, and from County funds appropriated for such purposes by the Board of Supervisors.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve an Ordinance amending Los Angeles County Code Section 2.116.020 to:

1. Grant the Director of Beaches and Harbors delegated authority to enter into contracts pursuant to Government Code section 25559(a) to furnish music and musical entertainment to the public at County beaches and in Marina del Rey; and
2. Authorize the Director of Beaches and Harbors to make expenditures for such events from public-private partnerships, to the extent available, and from County funds appropriated for such purposes by the Board of Supervisors.

"To Enrich Lives Through Effective And Caring Service"

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Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 6, 2008, your Board instructed the Chief Executive Officer, Acting Auditor-Controller, Acting Director of Beaches and Harbors, and County Counsel, to develop contracting policies and procedures appropriate for the production and presentation of entertainment events such as the Marina del Rey Summer Concert Series (Summer Concert Series), and to return to the Board in the fall with recommendations. In the interim, your Board authorized the Acting Director of Beaches and Harbors to enter into contracts and vendor agreements necessary for the 2008 Summer Concert Series; and authorized the Acting Auditor-Controller to make payments pursuant to such contracts and vendor agreements.

The Chief Executive Office, in collaboration with the Auditor-Controller, the Department of Beaches and Harbors (Department), County Counsel, and the Internal Services Department explored all viable options to address your Board's motion. The workgroup determined the most appropriate action necessary to achieve the desired results was to amend Los Angeles County Code Section 2.116.020 to provide the Director of Beaches and Harbors delegated authority to enter into contracts providing free musical entertainment for the public, such as the Summer Concert Series, and authorize expenditures for such events from public-private partnerships, to the extent available, and from County funds appropriated for such purposes by the Board of Supervisors (Attachment I).

The Marina del Rey Summer Concerts

The Department of Beaches and Harbors' Summer Concert Series at Burton Chace Park was first presented during the summer of 2001 and continues to offer audiences the finest in classical music and pop and jazz performances. The Summer Concert Series is comprised of eight (8) free concerts presented annually in July and August and includes four (4) classical concerts, held on alternate Thursday evenings, that feature the 70-musician Marina del Rey Summer Symphony conducted by Maestro Frank Fetta along with world-class soloists. The remaining four (4) concerts, presented on alternate Saturday evenings, have featured pop and jazz stars such as Judy Collins, Patti Page, Jane Monheit, Cleo Laine, James Darren, The 5th Dimension, Patti Austin, Steve Tyrell, and Diane Schuur. The concerts draw an average of 3,500 people per event and have branded the Marina as a place to enjoy wonderful music and beautiful surroundings.

During the course of the past eight (8) Summer Concert Series seasons, the Department found that this type of innovative entertainment presentation is not always cohesive with standard County business practices. The entertainment industry, which provides the talent and production accessories for the concerts, operates under different contracting practices.

For example, standard entertainment contracts typically provide event-related catering, hotel accommodations, dressing rooms, transportation, and instrument and music score rentals for the entertainers. It is also an industry standard in entertainment contracts to require payment to be made in advance of production. These practices are typically not allowable under standard County contracting policy and have created enormous challenges for the Department in procuring the talent and production accessories required for the concerts. Despite the challenges brought on by the difference in business practices, the Department has continued to deliver first-rate entertainment to the public. The proposed ordinance will permit the department to enter into contracts for musical entertainment that accommodate entertainment industry standards.

Implementation of Strategic Plan Goals

The recommended actions promote and further the Board approved Strategic Plan goal of Service Excellence (Goal 1) as the Summer Concert Series provides the public the finest in classical and pop music performances.

FISCAL IMPACT/FINANCING

The 2001 Summer Concert Series premiere season was funded entirely from a Productivity Investment Fund (PIF) grant from the Quality and Productivity Commission. In April 2002, the Department entered into a public-private partnership agreement with Nestlé Waters North America (formerly Great Springs Water of America, Inc.) which provides the Department a wide spectrum of benefits to enhance the public's enjoyment of County beaches and Marina del Rey. These benefits include annual sponsorship revenues for the Summer Concert Series in return for designating Nestlé Waters North America as the presenting sponsor of the events, and for exclusive naming rights for two brands of Nestlé beverages on County beaches and Marina del Rey. As a result of the sponsorship agreement, the Summer Concert Series budget is comprised of both County funds and private sponsorship revenues.

The current agreement with Nestlé Waters North America terminates in April 2009 and as a result, the Department is at risk of losing its on-going sponsorship revenues. In anticipation of the termination of the current agreement, the Department is soliciting a new marketing sponsorship agreement. If the Department finds a sponsor, it will return to your Board with an agreement for your approval. In the event that there is no sponsorship agreement, additional County funding will be needed to fully fund the Summer Concert Series.

Operating Budget Impact

County funding committed by the Department for the Summer Concert Series requires prior approval of the Chief Executive Officer (CEO). Therefore, in accordance with the amended ordinance, the Department is required to submit an annual Summer Concert Series program budget request to the CEO as part of its annual Proposed Budget Request. The CEO will review the request to 1) ensure there is sufficient funding within the Department's budget to satisfy the County funding allocation, and 2) that all sponsorship revenues included in the program budget will be consistent with a sponsorship agreement. The annual program budget will be approved by your Board as part of the Department's Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code section 25559(a) authorizes the County to provide the public with musical entertainment at County venues, such as Chace Park in Marina del Rey, either by the employment of individual musicians or by entering into contracts, with or without bids, with orchestras, bands, symphony associations, or other organizations. Adoption of the proposed Ordinance amending Title 2, will delegate authority to the Director of Beaches and Harbors to enter into such contracts, and authorizes event-related expenditures for catering, transportation, lodging, and security services, and rental of performance, sound and lighting equipment, dressing rooms and tents. To the extent available, proceeds from public-private partnerships shall be used to fund such expenditures. County funds necessary for concert funding shall be committed by the Director of Beaches and Harbors with the prior approval of the Chief Executive Officer, from funds appropriated for such purposes by your Board through the annual budget.

CONTRACTING PROCESS

The Chief Executive Office, Auditor-Controller, the Department of Beaches and Harbors, County Counsel, and the Internal Services Department, have developed a template of standard County contract provisions for entertainment contracts to be entered into by the Director of Beaches and Harbors (Attachment II). All such contracts will be approved by County Counsel as to form before execution by the Department.

The Honorable Board of Supervisors
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The Department is currently authorized to select entertainers utilizing a sole source process which includes working through entertainment agents and management companies to identify available talent. Once the entertainers are identified, the Department will exercise its newly approved authority to execute the contracts. All other procurements necessary for the concert series, including catering, transportation, lodging, and security services, and rental of performance, sound and lighting equipment, dressing rooms and tents, will be procured through the Internal Services Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions facilitate the Department's ability to procure entertainment services to deliver the annual Summer Concert Series at Chace Park.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:LS:RG
AB:kd

Attachments

c: Auditor-Controller
County Counsel
Department of Beaches & Harbors
Internal Services Department



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE
(213) 974-1904
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(213) 687-7300
TDD
(213) 633-0901

RAYMOND G. FORTNER, JR.
County Counsel

August 22, 2008

William T Fujioka
Chief Executive Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Lari Sheehan, Deputy Chief Executive Officer

Re: Marina del Rey Summer Concert Series Ordinance

Dear Mr. Fujioka:

Pursuant to the Board of Supervisor's motion of May 6, 2008, directing Chief Executive Officer, Auditor-Controller, Acting Director of Beaches and Harbors, and County Counsel to develop contracting policies and procedures appropriate for the production and presentation of entertainment events such as the Marina del Rey Summer Concert series, enclosed for your consideration are an analysis and ordinance amending Title 2 – Administration of the Los Angeles County Code, relating to the powers and duties of the Director of Beaches and Harbors, delegating authority to the Director to provide for musical entertainment events at the harbors and beaches.

RECEIVED
2008 AUG 22 AM 11: 31
CHIEF EXECUTIVE OFFICE

Very truly yours,

RAYMOND G. FORTNER, JR.
County Counsel

By *Thomas Faughnan*
THOMAS J. FAUGHNAN
Principal Deputy County Counsel
Property Division

APPROVED AND RELEASED:

Geeta Kapur
GEETA KAPUR
Chief Deputy
TJESS

Enclosures

ANALYSIS

This ordinance amends Title 2 – Administration of the Los Angeles County Code, relating to the powers and duties of the Director of the Department of Beaches and Harbors, to delegate authority to the Director to provide for musical entertainment events at the harbors and beaches.

RAYMOND G. FORTNER, JR.
County Counsel

By 
THOMAS J. FAUGHNAN
Principal Deputy County Counsel
Property Division

TJF:ss

7/18/08 (requested)

8/20/08 (revised)

ORDINANCE NO. _____

An ordinance amending Title 2 – Administration of the Los Angeles County Code, relating to the powers and duties of the Director of the Department of Beaches and Harbors.

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

SECTION 1. Section 2.116.020 is hereby amended to read as follows:

2.116.020 Director – Powers and duties.

The director of the department of beaches and harbors shall, for and subject to the authority of the board of supervisors, protect, develop, manage, regulate and have complete and exclusive charge and control, except as provided in subsection C of this section, ~~below, of all harbors and beaches under the jurisdiction of the county, including~~ the harbor known as the Marina del Rey. His duties shall include, but not be confined to:

A. The establishment and enforcement of rules and regulations pertaining to the use of the harbors and beaches;

B. The imposition and collection of charges, rates and rentals for the use of the facilities of the harbors and beaches;

C. The leasing, subleasing or licensing the use, individually or collectively, of portions of the harbors and beaches and the imposition and collection of rentals, charges and rates therefor, and enforcement of license agreements by suit against any person in breach of contract with the department for the use of a facility that is owned or controlled by the county within those areas and for which the director is responsible. No

suit shall be filed by the director without the concurrence of the county counsel. The chief ~~administrative~~executive officer shall participate with, and assist the director in, negotiating the terms and conditions of leases of county–owned properties in the Marina del Rey;

D. The development, improvement, expansion, maintenance, operation and supervision of the use of the harbors and beaches, and facilities thereon;

E. The operation, supervision and control of the county beach life guard service;

F. The determination of the kind and extent of recreational programs to be carried out at the harbors and beaches;

G. The development of a program of community relations with citizens residing in the harbor and incorporated and unincorporated beach areas;

H. The delegated authority on behalf of the board of supervisors to enter into contracts pursuant to Government Code section 25559(a) for the furnishing of music and musical entertainment to the public at the harbors and beaches, either by employment of individual musicians or by entering into contracts, with or without bids, with orchestras, bands, symphony associations or other organizations. Expenditures authorized for such events may also include event–related catering, transportation, lodging and security services, and rental of performance, sound and lighting equipment, dressing rooms and tents, which shall be procured through the internal services department. To the extent available, proceeds from public–private partnerships established by the board of supervisors to sponsor musical entertainment events shall

be used to fund expenditures authorized by this section; any county funds necessary to augment the funding for such expenditures shall only be committed by the director with the prior approval of the chief executive officer, from funds appropriated for such purposes by the board of supervisors;

H]. Any other authority and duties possessed by the department of beaches and department of small craft harbors and the directors thereof prior to July 1, 1982, the time that such departments were merged into the department of beaches and harbors, and not enumerated above;

I]. Such other authority and duties as the board of supervisors shall delegate to the director.

[2116020TFCC]

APPENDIX A

SAMPLE ENTERTAINMENT CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

ENTERTAINMENT SERVICES

**SAMPLE CONTRACT PROVISIONS
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STANDARD EXHIBITS

Exhibit A ENTERTAINMENT AGREEMENT

Exhibit B CONTRACTOR'S EEO CERTIFICATION

Sample Contract

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
ENTERTAINMENT SERVICES**

This Contract and Exhibits made and entered into this ___ day of _____, 200_ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor, _____ located at _____, provides as follows:

RECITALS

WHEREAS, the County is authorized by Government Code section 25559(a) and Los Angeles County Code Section 2.116.020 to contract with private businesses for Entertainment Services when certain requirements are met; and

WHEREAS, the Contractor specializes in providing Entertainment Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1.1 EXHIBIT A - Entertainment Agreement

1.2 EXHIBIT B - Contractor's EEO Certification

1.3 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. Any reference herein or otherwise to this Contract includes reference to the Exhibits which are a part hereof. No change to this Contract or the Exhibits shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the Contract and any Exhibit, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to Exhibit.

2.0 DEFINITIONS

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

2.1 CONTRACT: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the work covered by Exhibit A.

- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A.
- 2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 DIRECTOR:** The Director of Beaches and Harbors.
- 2.5 CONTRACT ADMINISTRATOR:** Person designated by Director to manage the operations under this Contract.
- 2.6 DAY(S):** Calendar day(s) unless otherwise specified.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0. CONTRACT SUM

- 4.1** The Contract sum is set forth in Exhibit A.
- 4.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

4.3 PAYMENT OF CONTRACT SUM

4.3.1 Payment for services specified in Exhibit A shall be as set forth in Exhibit A.

5.0 ADMINISTRATION OF CONTRACT - COUNTY

The County shall notify the Contractor in writing of any change in the following names or addresses.

[Insert names and addresses]

5.1 DIRECTOR

Responsibilities of the Director include:

- execution of the Contract;
- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, amendments and procedural requirements

5.2 CONTRACT ADMINISTRATOR

The responsibilities of the County's Contract Administrator include handling all aspects of the production of the event that is the subject matter of this Contract. The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

6.1 CONTRACTOR'S PROJECT MANAGER [Insert name and address]

6.1.1 The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

6.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

7.0 STANDARD TERMS AND CONDITIONS

7.1 AMENDMENTS

7.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be executed by the Contractor and by the Director.

7.2 ASSIGNMENT AND DELEGATION

7.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

7.2.2 Any assumption, assignment, delegation, or takeover

of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

7.4 COMPLIANCE WITH APPLICABLE LAW

7.4.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

7.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting

and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) (1) 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 Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B - Contractor's EEO Certification.

7.6 CONFLICT OF INTEREST

7.6.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor 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.

7.6.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor 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. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

7.7 CONTRACTOR RESPONSIBILITY AND DEBARMENT

7.7.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

7.7.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

7.7.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a

nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

7.7.4 CONTRACTOR HEARING BOARD

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment

determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.7.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

7.8 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor 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 a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

7.9 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

7.9.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

7.9.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7.10 EMPLOYMENT ELIGIBILITY VERIFICATION

7.10.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

7.10.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with

any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

7.11 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and electronically scanned representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 7.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile or electronic transmissions of such documents with subsequent (non-facsimile or non-electronic) transmission of "original" versions of such documents.

7.12 FAIR LABOR STANDARDS

The Contractor 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 Contractor's employees for which the County may be found jointly or solely liable.

7.13 FORCE MAJEURE

7.13.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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").

7.13.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor 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 Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

7.13.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use reasonable best efforts to reschedule the performance.

7.14 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding

this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

7.15 INDEPENDENT CONTRACTOR STATUS

7.15.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

7.15.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

7.15.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with

any work performed by or on behalf of the Contractor pursuant to this Contract.

7.16 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents 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 or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract. County's liability to Contractor shall be limited to payment of the Performance Fee to Contractor's representative as set forth in the Concert Agreement.

7.17 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

7.17.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Contract Administrator prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;

- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

7.17.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

7.17.3 Failure to Maintain Coverage: Failure by the

Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**7.17.4 Notification of Incidents, Claims or Suits:
Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

7.17.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

7.17.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

7.18 INSURANCE COVERAGE REQUIREMENTS

7.18.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations	
Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

7.18.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such

insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

7.18.3 The Contractor shall assume full responsibility for maintaining adequate insurance on, or otherwise assume risk of any loss or damage to all vehicles and equipment under the responsibility and/or control of the Contractor.

7.18.4 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

7.19 NONDISCRIMINATION AND AFFIRMATIVE ACTION

7.19.1 The Contractor certifies and agrees that all persons employed by it, its 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.

7.19.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B.

- 7.19.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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.
- 7.19.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 7.19.5** The Contractor 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 Contract or under any project, program, or activity supported by this Contract.

7.19.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 7.19 when so requested by the County.

7.19.7 If the County finds that any provisions of this sub-paragraph 7.19 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

7.19.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the 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 Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

7.20 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract

shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

7.21 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

7.22 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Contract Administrator and/or the Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his or her designee shall resolve it.

7.23 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned 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.

7.24 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to 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

available on the Internet at www.babysafela.org for printing purposes.

7.25 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in paragraphs 5.0 and 6.0. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

7.26 PUBLIC RECORDS ACT

7.26.1 Any documents related to this Contract 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 issued by a court of competent jurisdiction.

7.26.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents regarding this Contract, the Contractor agrees to defend and indemnify the County from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

7.27 PUBLICITY

- 7.27.1** Recognizing the Contractor's and County's need to publicize the event that is the subject of this Contract the County and the Contractor agree that any publicity material created by either party will be prepared in a professional style.
- 7.27.2** The Contract Administrator will provide all County publicity for Contractor's review and Contractor will provide all Contractor publicity for County's review.
- 7.27.3** During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.
- 7.27.4** The Contractor may, without the prior written consent of County, indicate in its proposals and promotional materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 7.27 shall apply.

7.28 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles.

The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract for a period of not less than two (2) years.

7.29 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 7.9 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.39 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

7.30 TERMINATION FOR DEFAULT

7.30.1 The County may, by written notice to the Contractor, terminate this Contract, if, in the judgment of the Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any service required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements

under this Contract, or of any obligations of this Contract.

7.30.2 The Contractor shall not be liable for any costs if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

7.30.3 The rights and remedies of the County provided in this sub-paragraph 7.30 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.31 TERMINATION FOR IMPROPER CONSIDERATION

7.31.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the

Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

7.31.2 The Contractor shall immediately report any attempt by a County officer or employee 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 County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

7.32 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

7.33 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of

this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

7.34 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 7.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.35 ASSOCIATES OF THE CONTRACTOR

All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by the Contractor in the performance of this Contract shall be deemed officers, agents, employees and subcontractors of the Contractor, and County shall not be liable or responsible to them for anything whatsoever other than the liability to the Contractor. The Contractor agrees to save, keep and hold harmless and defend the County and all of its officers and employees from all damages, costs or expenses in law and equity, including costs of suit and expenses for legal services, that may at any time arise or be set up because of damage to property or injury to persons received or suffered due to operations of the Contractor or any of its agents, officers and employees and subcontractors.

8.0 PERFORMANCE MATERIALS

8.1 INFRINGEMENT OF PERFORMANCE MATERIALS

Contractor represents and warrants that Contractor is the original creator of the Performance and all material

incorporated into the Performance (except to the extent such incorporated material is furnished by the County to Contractor, is in the public domain throughout the world or is incorporated into the Performance pursuant to a valid license) and that the delivery of the Performance to the public, the broadcast of the Performance in any medium now in existence or hereafter developed, including without limitation internet streaming and podcasting, and/or the publication of the Performance as contemplated, will not violate or infringe upon any rights held by others. These representations and warranties will survive the expiration or early termination of this Contract.

8.2 INDEMNIFICATION REGARDING PERFORMANCE MATERIALS

Contractor shall be solely responsible for obtaining authorization to use all such written and other program materials which Contractor submits. The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the Contractor's performance under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Director of Beaches and Harbors, as authorized by Los Angeles County Code Section 2.116.020, has executed this Contract on behalf of the County of Los Angeles, the day and year first above written.

CONTRACTOR: (Name)

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Director of Beaches and Harbors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Principal Deputy County Counsel