

OFFICE OF OPERATIONS

NOTICE
1.11

August 22, 2017

TO: All Office of Operations Personnel

FROM: Director, Office of Operations

SUBJECT: GUIDELINES – CARNIVALS BENEFITTING DEPARTMENT PROGRAMS/ACTIVITIES

In order to strengthen the relationship with the community and provide additional funding to activities such as Youth Programs, the Department is re-establishing its support of carnivals which serve to encourage community interaction and as a fundraising vehicle for Department programs and activities. However, with continuing deployment concerns, based in part on increasing call loads and reported crime, it is important to ensure that the carnivals have a minimal impact on Department operations and resources. Accordingly, the Department's support for carnivals is subject to the following guidelines:

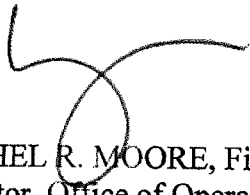
- An Area Booster or other non-Department charitable organization (§501(c)(3)) may sponsor a carnival (not an Area or the Department);
- The carnival vendor must conduct background checks of all carnival employees with a minimum verification of Social Security Number, Criminal Record Search, Multi-State Sex Offender Registry Search, Live Scan, and drug test completed within thirty days prior to the carnival (collectively, "mandatory background check");
- The carnival vendor must provide a list of the names and birthdates of all carnival employees that will be on site for the carnival, and provide a copy of any convictions for a felony or sex offense received during the mandatory background check. Any convictions for a felony or sex offense shall disqualify the carnival employee from working a carnival which benefits the Department;
- Department personnel shall establish an operational plan and safety plan in case of an emergency;
- The carnival vendor, Area Booster, or charitable organization sponsoring the carnival (not the Department) shall furnish adequate security for the carnival's equipment and for community members attending the carnival, and shall provide all necessary restrooms and trash receptacles, consistent with permit requirements;
- The carnival vendor, Area Booster, or charitable organization sponsoring the carnival must obtain a Bureau of Street Services (BOSS) permit and all necessary business licenses and permits;

Note: Areas shall not close any street(s) to facilitate a carnival without first ensuring that any necessary BOSS permit(s) have been secured by the carnival vendor, Area Booster or other non-Department charitable organization.

- The Area Commanding Officer shall verify that the carnival vendor, Area Booster, or charitable organization has obtained and will maintain during all periods of operation of the carnival (including set up and tear down), general liability insurance in the amount of \$5,000,000, and \$1,000,000 in worker's compensation. The Insurance policy shall name the City of Los Angeles, as additional insured, with a waiver of subrogation in favor of the City of Los Angeles. The Area Commanding Officer shall obtain proof of insurance from the carnival vendor, Area Booster, or charitable organization and verify the insurance is still in place and active on the date of carnival set up and on the first day of the carnival;
- The Area Booster or other non-Department charitable organization will negotiate with the carnival vendor regarding the allocation of proceeds from the carnival ticket sales. The Area Booster or other non-Departmental charitable organization shall receive, at a minimum, 30 percent of the pre-sale and ground sales; and,
- Funds received by the Area Booster or other sponsoring entity/organization shall be processed as donations, adhering to existing policies to facilitate Fiscal Operations Division disbursements to the appropriate account (e.g., Police Cadet Program account, Wilshire Area Station Fund account, etc.).

A sample Carnival Agreement is attached to this Notice. Areas shall encourage the sponsor of a carnival benefitting Department programs/activities to adopt a contract with the carnival vendor that contains the provisions in the sample agreement.

Please refer further questions to the Office of Operations, Evaluation and Administration Unit at (213) 486-6050.



MICHEL R. MOORE, First Assistant Chief
Director, Office of Operations

DISTRIBUTION "B"

Attachment

Carnival Agreement

This Agreement, is entered into on this day, _____, by and between _____ (hereinafter referred to as "Carnival") and Area Booster/Charitable Organization _____ (hereinafter referred to as "Sponsor"). Carnival and Sponsor are collectively referred to as the "Parties."

WHEREAS, Carnival is a provider of modern, safe, and attractive amusement rides;

WHEREAS, the Parties desire to host a carnival to strengthen relationships with the community and provide a family-friendly entertainment venue;

WHEREAS, Sponsor is a section 501(c)(3) charitable organization for the benefit of the Los Angeles Police Department (the Department);

WHEREAS, the Department is not a party to this contract and will not be obligated to provide any on-duty police resources for this carnival.

NOW THEREFORE, the Parties hereby agree as follows:

Carnival Agrees:

1. To present their carnival company, complete with uniformed operators, at the location designated on _____ (Dates of Operation) _____ (Hours of Operation).
2. To obtain and maintain during all periods of operation of the carnival (including set up and tear down), general liability insurance in the amount of \$5,000,000, and \$1,000,000 in worker's compensation. The Insurance policy shall name the City of Los Angeles, as well as Sponsor as additional insured, with a waiver of subrogation in favor of the City of Los Angeles. Certificates showing those names will be issued and sent prior to the commencement of any work pursuant to this Agreement.
3. To provide verification of valid and active insurance with the above policy limits to the Area Commanding Officer on the date of carnival set up and on the first day of the carnival.
4. To comply with all ordinances of the City of Los Angeles, including, but not limited to, sound limitations.
5. To provide trash receptacles for the carnival, including dumpster(s), and to clean up the area after the carnival is completed.
6. To provide an adequate supply of portable restrooms for the use of carnival employees and attendees of the carnival.
7. To acquire and pay all necessary business licenses and permits as may be required by the Local Authority, City, County, or State.
8. To furnish adequate security for community members attending the carnival and for the protection of the Carnival's equipment.

9. To indemnify, defend and hold the Sponsor, its officers, directors, agents, employees and other related parties, including the Los Angeles Police Department and the City of Los Angeles, harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgements that include reasonable attorneys' fees, costs, and expenses, incidental thereto, which may be suffered by, accrued against, charged to or recoverable from any customer indemnitee, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of vendor, its officers, directors, agents, employees or subcontractors.
10. To conduct background checks of all carnival employees with a minimum verification of Social Security Number, Criminal Record Search, Multi-State Sex Offender Registry Search, and Live Scan completed within thirty days prior to the carnival (collectively, "mandatory background check"). The Carnival must provide a list of the names and birthdates of all carnival employees that will be on site for the carnival, and provide a copy of any positive responses received during the mandatory background check. Any convictions for a felony or sex offense shall disqualify the carnival employee from working on a carnival event benefitting Department activities or programs.
11. To compensate Sponsor with a negotiable percentage, not less than 30 percent, of the pre-sale and ground sales within 4 hours following the closure of the carnival.

Sponsor Agrees:

1. To sell "pre-sale" tickets and advertise the event.
2. To furnish a location for the Carnival with a water hook up.
3. To compensate Carnival with a negotiable percentage, not to exceed 70 percent, of the pre-sale and ground sales within 4 hours following the closure of the carnival.

Agreed to by both parties:

X

/ X

For:

For:

Carnival

Sponsor