SPECIAL EVENT AGREEMENT
Snow Globe Music Festival

Monday, December 29, 2014 through and including Wednesday, December 31, 2014

THIS AGREEMENT made and entered into this 16th day of September, 2014, between and among the CITY OF SOUTH LAKE TAHOE, a California municipal corporation hereinafter referenced as "City" on the one hand, and SnowGlobe, LLC, a limited liability company, hereinafter referenced as "Contractor/Promoter":

RECITALS

WHEREAS, City is empowered by law to provide for safety, security and order within its boundaries, and relies upon the services of the City of South Lake Tahoe Police Department ("SLTPD") in that regard; and

WHEREAS, the City provides for fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists through the City of South Lake Tahoe Fire Department ("SLTFD"); and

WHEREAS, occasional special events or occurrences in the City attract a high level of public interest and large numbers of individuals with attendant traffic and a variety of matters requiring a level of service by SLTPD, SLTFD and other City personnel and resources that exceeds City's everyday demands, and warranting City's provision of supplemental services to preserve safety, security, and order; and

WHEREAS, the Snow Globe Music Festival, is scheduled to take place on Monday, December 29, 2014 through and including Wednesday, December 31, 2014, presented by Contractor/Promoter, a special event ("Special Event"), which Contractor/Promoter has the desire, but not the obligation, to produce; and

WHEREAS, Contractor/Promoter is desirous of contracting with the City for necessary and supplemental services in order for the SLTPD to provide for safety, security, and order at the Special Event ("Supplemental Services"); and

WHEREAS, SLTFD must coordinate its delivery of Supplemental Services to insure the safety of persons and property at the Special Event ("Fire Services"), and with City's provision of other services to assure the safety of temporary structures, electrical systems, sanitation facilities at the Special Event, *e.g.,* Building and Public Works, and to support SLTFD as necessary ("Miscellaneous Services"); and

WHEREAS, the City is agreeable to rendering such Supplemental Services through SLTPD and SLTFD, and Miscellaneous Services through City staff on the terms and conditions set forth herein; and

WHEREAS, Section 53069.8(a)(1) of the California Government Code provides that the City may contract on behalf of SLTFD and SLTPD to provide Supplemental Services to private individuals or private entities to preserve the peace at special events such as the Special Event; and

WHEREAS, the venue at which the Special Event will take place includes portions of the Bijou Community Park, the Lake Tahoe Community College and various adjacent properties and the temporary facilities specific to the presentation of the Special Event (together, the "Venue"), is located in the area more particular described in Attachment A; and

WHEREAS, City has agreed to provide a special event permits per the City Special Event Policies and Procedures that will allow Contractor/Promoter to present the Special Event at the Venue on December 29, 30 and 31, 2014.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and conditions hereafter stated, the respective parties hereto agree as follows:

I. **Temporary Activity Permit Issued, Conditions of Approval Incorporated.** By its execution of this AGREEMENT, City confirms that the Contractor/Promoter has been issued a Temporary Activity Permit for the subject Special Event, and that subject to the terms and conditions of this AGREEMENT, the Contractor/Promoter has the full legal right to hold the Special Event without the requirement of obtaining any other consents or permits from the City. In the case of any conflict as between the Temporary Activity Permit and this Agreement, the Temporary Activity Permit shall govern. **See attached Temporary Activity Permit incorporated herein by this reference as "Attachment A."**

II. **Delivery of Supplemental Services.** Supplemental Services shall be rendered by regularly appointed, full-time peace officers as defined in Section 830.01 of the Penal Code or as negotiated with certified employees organizations or as deemed appropriate by the City Manager. Such Supplemental Services shall encompass only law enforcement duties and not services authorized to be provided by private patrol operators, as defined in Section 7521 of the California Business and Professionals Code and other related services customarily rendered by City. The Supplemental Services provided pursuant to this AGREEMENT shall not reduce the normal and regular on- going service that the City would otherwise provide if the City did not enter into this AGREEMENT for Supplemental Services.

III. **Delivery of Fire Services.** Fire Services provided at the Special Event shall be rendered by regularly appointed, full-time SLTFD personnel.

IV. **Delivery of Miscellaneous Services.** Miscellaneous Services provided at the Special

Event shall be rendered by regularly appointed, full-time City personnel.

V. **Miscellaneous Services.** Miscellaneous Services related to inspecting and evaluating the initial, and continual safety and reasonable compliance of temporary facilities; stages, structures, electrical systems, sanitation facilities, exiting components, and disabled access with applicable authority throughout the entire duration of the Special Event shall be performed by the City's Planning, Building and Engineering Divisions. Contractor/Promoter shall provide access throughout the Venue to the designated Building and Public Works staff both initially and throughout the Snow Globe Music Festival in order to carry out this function.

VI. **Event Services.** Supplemental Services and Miscellaneous Services at the Special Event subject to this AGREEMENT (in the aggregate, "Event Services") provided to Contractor/Promoter under this AGREEMENT shall only encompass duties and functions of SLTPD, SLTFD and other City Staff customarily rendered by the City pursuant to the statutes and laws of the State of California, and the City's ordinances, policies and procedures.

VII. **Level of Supplemental and SLTFD Services.** The Parties agree that the level of Supplemental and SLTFD Services to be provided per this AGREEMENT reflects the fact that the level of private security and emergency medical services personnel hired to work at the Snow Globe Music Festival shall be satisfactory to SLTFD and SLTFD as set forth in the security plan and the emergency medical services plan.

VIII. **Discretion re Delivery of Event Services.** Reasonable discretion related to the rendition of Event Services, the rank title, supervision and discipline of SLTPD, SLTFD or other City personnel providing same ("Event Personnel"), the supervision, equipment, communications supplies, and all other matters incident to Event Services, and the control of all Event Personnel shall be held and exercised exclusively as follows: *(i)* by SLTPDs Chief of Police as to Supplemental Services, *(ii)* by the SLTFD Fire Chief as to Fire Services *(iii)* by the City Manager as to Miscellaneous Services, or *(iv)* by an authorized representative of one of these three (3) delineated City officials as to the corresponding services. In the event of any dispute between the parties as to the extent of the duties and functions to be performed hereunder or the level, extent or manner of providing any Event Service, a reasonable determination thereof made by the City official specified in this Section, or his/her authorized representatives shall be final and conclusive as between the parties hereto. A City official making such a determination shall do so in good faith. The Chief of Police or his/her designee reserves the right to unilaterally and reasonably determine when circumstances warrant an increase in the level of Event Services, including but not limited to procurement of additional law enforcement personnel to maintain law and order.

IX. **Estimated Invoice.** The City shall transmit to the Contractor/Promoter, within thirty (30) days of the execution of this AGREEMENT by all parties, an estimated invoice

that details all reasonably anticipated, equipment, supply, transportation and other costs for Event Services to be performed under this Agreement including the value of the In-Kind Consideration (as defined below) including: (a a) any additional equipment required or supplied and (b) any additional requirements for which there is a charge to Contractor/Promoter including all pre- and post-Special Event planning (the "Estimated Invoice"). Contractor/Promoter agrees that City may assess additional charges for additional, supplies or equipment utilized, and such damage to uniforms or property that directly relates to Event Services including but not limited to response to any emergency that arises from or relates to the Snow Globe Music Festival covered by this AGREEMENT.

X. **Deposit.** Contractor/Promoter has deposited a sum of twenty five thousand dollars ($25,000.00) (the "Deposit") with the City. This sum is anticipated to be sufficient to cover all reasonably anticipated costs of the Special Event. Contractor/Promoter's payment of actual costs of the Snow Globe Music Festival rendered by the City covered by this AGREEMENT will be drawn from this Deposit.

XI. **Reconciliation of Actual Event Services.** Depending on actual Event Services required at the time of the Snow Globe Music Festival, the Deposit (including the Additional Deposit) may not be sufficient. The City, within sixty (60) days after the Special Event shall present the Contractor/Promoter with a detailed reconciliation describing the final costs of all Event Services rendered by the City at the Snow Globe Music Festival which reconciliation shall include: (a), (a) any additional equipment required or supplied, and (b) any additional requirements for which there is a charge to Contractor/Promoter including all pre- and post-Special Event planning (the "Reconciliation").

XII. **Payments** in **Excess of Deposit.** The Contractor/Promoter agrees and covenants that it shall pay any amount not covered by its Deposit (including the Additional Deposit) as set forth in the Reconciliation. Contractor/Promoter shall make such payment within thirty (30) days of receiving said Reconciliation from City. Contractor/Promoter agrees to pay such separate invoices for services rendered within thirty (30) days of receiving same. Failure by the Contractor/Promoter to remit payment for City reconciled and/or other invoiced costs as specified, may result in City denial of any future Contractor/Promoter application for a Special Event permit, provided that the Contractor/Promoter has received not less than ten (10) business days opportunity to cure any such failure to make payment. In the event that the cost of the actual Event Services rendered by the City during the Special Event covered by this AGREEMENT per the Reconciliation is less than the amount of Contractor/Promoters Deposit, City shall refund the excess portion of the Deposit (including the Additional Deposit) within thirty (30) days of issuing its Reconciliation. The Deposit, the Additional Deposit, and any final payments for Event Services shall be made by certified check, money order or wire transfer made payable to the City of South Lake Tahoe, 1901 Airport Road, South Lake Tahoe, California 96150.

XIII. No Joint Venture. Each of the parties hereto warrants and covenants that it will not act at any time as an agent, employee, partner, joint venture, or associate of the other. All persons employed in providing services provided under this Agreement shall be SLTPD, SLTFD, other City of South Lake Tahoe employees, or other law enforcement personnel meeting the criteria referenced in Section I above and designated by SLTFDs Chief of Police. The Contractor/Promoter shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers compensation insurance or other compensation to any person performing Event Services hereunder or any liability other than that provided for this AGREEMENT.

XIV. **Contractor/Promoter Provided Security Guards and EMS Personnel.** Prior to each Special Event, the Contractor/Promoter, Fire Chief, Chief of Police or designee shall mutually agree as part of Contractor/Promoter's security plan and Operations Plan as to the appropriate number of Contractor/Promoter provided uniformed, State-licensed security guards to augment the presence of sworn law enforcement personnel present at the Venue during the Special Event. The level of such augmentation shall be at the sole discretion of the Chief of Police or his designee. Similarly, Contractor/Promoter and SLTFD's Fire Chief shall mutually agree, as part of Contractor/Promoter's emergency medical services plan and Incident Plan, as to the appropriate number of Contractor/Promoter provided approved EMS event staff to assist SLTFD personnel present at the Venue during the Special Event. The level of such augmentation shall be at the sole discretion of the SLTFD Fire Chief or his designee.

XV. **Contractor/Promoter Provided Equipment.** To facilitate City's delivery of Miscellaneous Services, the Contractor/Promoter has agreed to provide adequate equipment and materials such as field protection, fencing, event lighting, sanitation facilities, barricades and concession facilities as generally specified in the Venue site map incorporated in the Operations Plan and Incident Plan.

Indemnification. Contractor/Promoter, its successors and assigns, hereby agree to defend, indemnity and hold harmless the City of South Lake Tahoe, the Lake Tahoe Community College District ("District") and the County of El Dorado ("County"), their officers, attorneys, agents, employees and volunteers from any and all claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City, District or County, or their officers, attorney's agents, employees or volunteers, to attack, set aside, void, or annual any action or decision of City, District, County staff, any City planning or advisory agency, any city appeal board, the City of South Lake Tahoe City Council or other city entity including, but not limited to, any action or decision approving this Agreement or any permit, license, approval, authorization, approval or certifications under the California Environmental Quality Control Act (CEQA) and/or any mitigation monitoring program for the Special Event. This indemnification shall include damages, fees

and/or costs awarded against the City, District or County, if any, and costs of suit, attorney's fees, and other cost liabilities and expenses incurred in connection with such proceedings whether incurred by Contractor/Promoter, the City, District or County, and/or the parties initiating or bringing the proceeding; and from any proceeding seeking damages for property damages or personal injuries resulting from the Contractor/Promoter's actions or omission with respect to the Special Event authorized by the City pursuant to this Agreement. Contractor/Promoter shall indemnify and hold City harmless from any and all damages for personal injury, property damage or wrongful death arising out of the Special Event from any person or entity asserting such claim.

In the event of a legal proceeding arising out of the Special Event, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be unreasonably withheld.

XVI. **Agents.** The Contractor/Promoter and City designate the following persons to act on their behalf with regard to this AGREEMENT consistent with its terms and conditions and' designate the following addresses for the giving of all notices: City of South Lake Tahoe, Attn: City Manager, 1901 Airport Road, South Lake Tahoe, California, 96150. The parties may change the name of such person or the address of such notice by a letter in writing with thirty (30) days' notice. A copy of all notices to Contractor/Promoter shall be sent to SnowGlobe Music Festival, Attn: Chad Donnelly.

XVII. **Signage.** The Contractor/Promoter agrees to be solely responsible for the placement of professional signage that serves to provide safe and direct ingress and egress for the Special Event covered by this AGREEMENT. This includes signage both to and from the Venue. The Contractor/Promoter is solely responsible for the removal of said signage within twenty-four (24) hours of the termination of the Special Event in question. Any cost incurred by the City in removing signage related to the Special Event will be billed directly to the Contractor/Promoter. All signage shall comply with Chapter 25 of the City Code.

XVIII. **Liquidated Damages.** The parties agree that if a day of performances, whether live or recorded ("Performance") at the Special Event does not conclude in a timely manner per the conditions of approval for this Special Event as set forth in Attachment A, it will be impractical or impossible to determine damages to the City, and liquidated damages shall apply. Contractor/Promoter agrees to be solely responsible for such liquidated damages. If any Special Event Performance runs in excess of the duration allowed by the Conditions of Approval incorporated by reference in this AGREEMENT, but concludes within the first five (5) minutes after the agreed hour per the Conditions of Approval, the Contractor/Promoter will be assessed a penalty of ten thousand dollars ($10,000.00), with an additional penalty of one thousand dollars ($1,000.00) per additional minute, commencing with the sixth (6th) minute, that passes before the Performance in question concludes; provided,

however, that no penalty will be assessed upon the Contractor/Promoter if the Special Event Performance runs five (5) minutes or less in excess of the duration allowed by the Conditions of Approval (the "5-minute grace period") so long as (a) Contractor/Promoter notified the closing artist of said curfew, and (b) such "5-minute grace period" can only be used by Contractor/Promoter in the event of unforeseen circumstances.

Above and beyond liquidated damages to be paid by Contractor/Promoter upon a Performance's late conclusion Contractor/Promoter agrees to pay as liquidated damages five thousand dollars ($5,000) as to each instance when Contractor/Promoter fails to comply with this AGREEMENT as it relates to the following: (i) private security and emergency medical services personnel provided by Contractor/Promoter; or ***(ii)*** provision to the City and material compliance with the approved plans per condition 19 of ATTACHMENT A hereto. This additional penalty shall not be due or payable if Contractor/Promoter can demonstrate that its failure to comply with these provisions was caused by factors beyond its reasonable capacity to control, *e.g.,* a failure by a third party to arrive at the Site and perform services per an enforceable agreement with Contractor/Promoter, under circumstances that include no negligence by Contractor/Promoter.

XIX. **Integration, Modification and Waiver.** This writing embodies the whole of the AGREEMENT. Time is of the essence of this AGREEMENT and every act to be performed herein. There are no oral or other agreements between the parties other than those expressed herein. No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.

XX. **Attorneys' Fees in Enforcement.** In the event the City is required to enforce this AGREEMENT, the City shall be entitled to reasonable cost and attorneys' fees as determined by the courts.

XXI. **Insurance.** Contractor/Promoter shall, at its sole cost and expense, obtain and maintain the following occurrence based insurance coverage throughout the duration of the Special Event covered by this AGREEMENT: (a) commercial general liability of $5,000,000 per occurrences and (b) workers compensation insurance in a minimum amount required by law. Contractor/Promoter's insurance shall be carried by responsible insurance companies licensed to do business in the State of California

Except for Contractor/Promoters workers compensation, Contractor/Promoters insurance coverage shall name as additional insured persons, City, together with City's elected officials, officers, employees, attorneys, volunteers and agents (in the aggregate for purposes of this Section only, "City"). Each insurance policy and/or rider shall contain language, to the extent obtainable, to the effect that: (i) the insurer waives its right of subrogate on against City; ***(ii)*** the policies are primary and noncontributing with any insurance that may be carried by City; and ***(iii)*** the policies

cannot be canceled or materially changed except after ten (10) days' notice by the insurer to City by certified mail.

XXII. **Dispute Resolution.** Any dispute concerning this Agreement will be first submitted to the City Manager or her designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

XXIII. **Controlling Law Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

XXIV. **Prohibited Interests**. Contractor/Promoter maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor/Promoter, to solicit or secure this Agreement. Further, Contractor/Promoter warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor/Promoter, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

XXV. **Equal Opportunity Employment**. Contractor/Promoter represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

XXVI. **Anti-Lobbying Certification**. Contractor/Promoter shall submit to City the Anti-Lobbying Certification contained in **Attachment B**.

XXVII. **Americans with Disabilities Act**. By signing this Agreement, Contractor/Promoter assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

XXVIII. **Amendments**. This Agreement may be modified or amended only by a written document executed by both Contractor/Promoter and City and approved as to form by the City Attorney.

XXIX. **Severability**. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

XXX. **Execution**. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

XXXI. **Authority to Enter Agreement**. Contractor/Promoter has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

XXXII. **Contribution**. The City will contribute, on or before _____, 2014, the total amount of Twenty Five Thousand Dollars ($25,000.00) to be used solely for promotion and advertising for the event.

XXXIII. **Transportation**. The City may, in the discretion of the City Council, contribute towards extension of regular bus service, provided by the Tahoe Transportation District, in order to assist in the orderly transportation of patrons to and from the event venue.

XXXIV. **Term**. This agreement shall extend on a year to year basis for a term not to exceed three years from date of execution. The extension contemplated herein after the 2014 show shall be authorized only, if in the sole discretion of the City, the field turf at the event site is not in need of replacement. When the field is determined by the sole discretion of the City Council that it cannot support the event for another season, this agreement shall terminate without recourse by the Promoter.

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

CITY OF SOUTH LAKE TAHOE	CONTRACTOR/PROMOTER
By: _____	By: _____
Date: 9/29/14	Date: 9/23/14

ATTACHMENT A

City of South Lake Tahoe
Temporary Activity Permit

Date: **By:** Lauren Thomaselli, Recreation Manager
Project Number: SE 14-001
Project Name: SnowGlobe Music Festival
Application Type: Temporary Activity
Location: Community Play Fields, Al Tahoe Boulevard,
APN: 025-041-20 & 21
1 College Drive, APN: 025-041-10
Applicant: Chad Donnelly
Property Owner: City of South Lake Tahoe and Lake Tahoe Community College

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PROJECT DESCRIPTION

This is a temporary activity to be held on Monday December 29, 2014 through Tuesday December 30, 2014 from 3:00 pm – 10:00 pm and Wednesday, December 31, 2014 from 4:00 pm to 12:30 am. The SnowGlobe Music Festival is a three day event encompassing local, regional, and national musical artists on three stages. The event will include food and merchandise vending; alcoholic and non-alcoholic items will also be sold. Additional entertainment includes a fireworks show and rail jam exhibition.

Submittal:

- Special Event Application received
- Site Plan received October

Note: This is an MOU project and an Exempt/Qualified Exempt Activity as defined in TRPA Code of Ordinances. Temporary Activities within the City of South Lake Tahoe are included in the list of activities in TRPA Code § 2.5-1 to be reviewed by the City of South Lake Tahoe under the Memoranda of Understanding (MOU). Temporary activities are reviewed for compliance with TRPA code Chapter 22 criteria and the South Lake Tahoe City Code.

SITE DESCRIPTION

The music festival will be located at the Community Play Fields and include use of Lake Tahoe Community College buildings and access roads per LTCC facility use agreement attached. The event will be held on the Community Play Fields on Al Tahoe Blvd. and at Lake Tahoe Community College located at 1 College Dr.

Existing site factors:

Parcel Size: 025-0410-20 & 21 = 18.45 acres;
025-041-10 = 111.29 acres

Zoning: Bijou/Al Tahoe Community Plan, District 4 and PAS 101

Land Use Category: Recreation and Public Service

Surrounding Land Uses/Zoning:

North: Bijou/Al Tahoe Community Plan; Al Tahoe Boulevard, Public Service

South: Bijou/Al Tahoe Community Plan and PAS 101; South Tahoe Public Utility District and Recreation

East: Bijou/Al Tahoe Community Plan, PAS 096, PAS 101; Public Service, Recreation and Residential

West: Bijou/Al Tahoe Community Plan, PAS 101; Public Service, Recreation and Residential

ENVIRONMENTAL REVIEW

City: Categorically Exempt from CEQA under Section 15304 Class 4 which consists of minor public or private alterations in the condition of land which do not involve removal of healthy, mature, scenic trees, including (e), which exempts minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, etc.

TECHNICAL REVIEW

Fire Department: All event and vendor tents must meet fire codes and safety standards set forth by National Fire Protection Association (NFPA) and South Lake Tahoe Fire Department (SLTFD). All tents must include an affixed manufacturer's label stating the tents meet NFPA requirements. Other temporary structures including stages and portable toilets must meet all health and safety standards.). A permit is required for pyro-technician and other fire related entertainment. Fire personnel must be on site for fire related entertainment. The anticipated size of the crowd will require one ambulance on site at all times to be provided by the applicant. There will be no fire dance performances allowed on the artificial turf. A minimum access corridor of 20' in width must be maintained on egress and ingress routes to allow access by emergency vehicles. Access to fire hydrants must be unobstructed.

Police Department: Event Manager will provide private event security with a minimum of 30 security guards on site during event hours with additional security placed in strategic locations during all hours of the day and night. SLTPD will provide a minimum of five officers and several undercover officers throughout the event. A location will be identified for booking and processing offenders. Ease of access in and out of the event to transport offenders to county jail will be identified. Applicant will fund 2 (two) El Dorado County Correctional Officers to act as transport and booking officers during all three nights. A communication plan will be executed between SnowGlobe Security, management staff, and SLTPD. Communication channels will be coordinated by SLTPD. There will be a safety briefing every day at 10am with all key safety and security personnel from South Lake Tahoe and SnowGlobe security and key team members. A master list of contacts will be circulated.

Medical Emergency Plan: SnowGlobe, LLC provides medical staff, warming tents; transport ambulance service will be provided by SLTFD/CTESOA. First aid stations will be clearly marked and accessible throughout the event.

Prior to the event applicant will submit a detailed communications plan linking private security, campus staff, local police, medical and production.

Building Division: All temporary structures require inspection(s) and approval of the City Building Official. All venues are required to be inspected and approved by the City Building Official for ADA accessibility. All electrical requires inspection(s) and approval by the City Building Official. Prior to final approval, a site plan showing placement of all temporary structures, electrical plan and circulation plan will be submitted to the Building Official for review and approval.

Planning Division: The event is a temporary activity as defined in TRPA Code of Ordinances § 90.2. The temporary activity is reviewed for compliance with the standards required for approval of a temporary activity in TRPA Code § 22.7. This permit will allow the activity as described to occur for a specific limited time December 29 – 30, 2014 from 3 pm – 10pm and December 31, 2014 from 4:00pm – 12:30 am. (Tent 3 may remain open until 1 hour past the above times [11pm night 1, 11pm night 2, and 1:30am night 3 to facilitate with egress.)

Temporary Activities are limited to occur four times per year and each activity is not to exceed fourteen consecutive days, for each project area. The City uses the fiscal calendar year of October 1, 2014 through September 30, 2015 for temporary activities. Approval of this temporary activity constitutes one of the four allowed temporary activities for the project area (025-041-13) in 2014/2015.

This permit will allow the activity as described to occur for a specific limited time December 29 – 30, 2014 from 3 pm – 10pm and December 31, 2014 from 4:00 pm – 12:30 am. (Tent 3 may remain open until 1 hour past the above times [11pm night 1, 11pm night 2, and 1:30am night 3 to facilitate with egress.)

Parking: Several off-site parking lots have been identified in a parking plan submitted by the applicant (see attached). Applicant will provide private contracted shuttle service consisting of over 30 buses to operate nonstop service starting each day of the event at 2pm and lasting until all festival attendees are safely delivered following the event. Buses will run from Stateline and various points around South Lake Tahoe community. See attached shuttle schedule and parking map. Applicant will provide signage to identify stops and parking lots using electronic (VMS) signs along the route. Locations of directional signage requires review and approval of City staff. No parking is allowed on the event site or on either side of Al Tahoe Blvd. (See signage notes below). Parking may be limited or restricted by City staff to reduce the impact on adjacent residential neighborhoods. City Streets Department staff will install No Parking signs along Al Tahoe Blvd. and as needed in the residential areas. ADA accessible parking is required.

Circulation: The proposed location of the event is on the Community Play Fields. Ingress/egress plan to the site is by shuttle service or by foot via Lake Tahoe Community College. The entire

event perimeter will be secured. The event organizers will plan for a trickle out exit pattern for crowd management at the conclusion each night. Appropriate temporary lighting will be required for pedestrian areas at Al Tahoe Blvd. and College entrance and Bijou Community Park to ensure safety of event participants. Event organizers shall provide crossing guards at Johnson Blvd and Al Tahoe Blvd.

Signage: Applicant is required to provide directional signage for the event throughout South Lake Tahoe as per the transit plan attached. The applicant proposes electronic signs at some locations and sandwich boards at others. The City of South Lake Tahoe Community Services Department in coordination with SLTPD will identify sensitive "no parking" zones and place signs in those locations. Applicant shall provide electronic message boards at both ends of Al Tahoe Blvd and Johnson Blvd. warning drivers of special event, increased pedestrian traffic and a temporary speed reduction to 25 MPH for both roadways. Event banners have been approved for the visitor center and at the Stateline corridor. All event signage must be compliant with the Sign Design Standards in South Lake Tahoe City Code Chapter 25 governing signs and banners.

Public Works: Applicant is responsible for providing a snow removal manager to coordinate snow removal with City personnel throughout the venue and providing safe access to and from the event.

All directional signage locations require approval of City staff.

FINDINGS:

Temporary Activities within the City of South Lake Tahoe can be reviewed and approved based on the following findings showing compliance with the Standards for Temporary Activities in § 22.7:

> *22.7.1 Land Coverage: A temporary activity may create temporary land coverage and disturbance subject to following conditions:*
>
> *(A) The temporary coverage or disturbance shall be the minimum necessary for the activity;*
>
> *(B) The activity shall not include grading or vegetation removal which requires a TRPA permit;*
>
> *(C) No coverage or disturbance, except as exempted from TRPA review in chapter 4, shall be permitted in land capability districts 1a, 1b(SEZ), 1c, 2, 3 or the backshore unless the land to be covered or disturbed is presently disturbed and there is no feasible alternative which reduces the impacts of continued disturbance.*
>
> *(D) Temporary coverage shall be removed, disturbed areas associated with the activity shall be revegetated and other required mitigation measures shall be implemented upon completion of the activity.*

The event will be on the grounds of the Community Play Fields and the Lake Tahoe Community College. The applicant is required to take measures to mitigate the impacts of the temporary coverage and to protect the existing surfaces at the event location. Temporary coverage will be removed at the end of the event. The applicant is responsible for revegetating any areas disturbed

as a result of the event. A condition of approval is included that requires a security deposit to insure all temporary coverage is removed and all disturbed and damaged areas are revegetated.

> *22.7.2 Parking: If there is good cause to question the sufficiency of parking for the temporary activity, the applicant may be required to submit a parking analysis and plan pursuant to Chapter 34. A parking plan shall include an identification of available parking, a proposed parking plan and identification of impacts which may result from the plan and mitigation measures necessary to offset such impacts, and a program to ensure implementation of the plan and mitigation measures.*
> *(1) Parking for temporary activities may be approved for unpaved, offsite or on street areas, subject to the conditions of Section 22.7.1 where applicable.*

No onsite parking is provided for the temporary activity. Based on the projected number of attendees and the need to provide off-site parking, the applicant is required to provide a parking plan which identifies areas for parking and transportation from those areas to the event site. The parking plan provided by the applicant also provides provisions for attendees to be shuttled from local lodging facilities. The parking plan includes proposals to advertise transit and parking plans on the website and via local press releases. All secured parking sites will be provided to the Community Services Department for review and approval prior to the event. The event producer is responsible for providing parking personnel.

> *22.7.3 BMPs: Temporary activities shall comply with the requirement for installation of temporary BMPs in TRPA Chapter 60. If the temporary activity causes or perpetuates land disturbance, the applicant may be required to implement permanent BMPs on all or a portion of the project area.*

It is anticipated that the temporary activity will cause temporary additional land coverage. If the activity creates causes or perpetuates land disturbance, the event promoter is responsible for revegetating the disturbance and may be required to mitigate the disturbance by installing permanent BMPs. A condition of approval is included that requires a security deposit to insure all temporary coverage is removed and all disturbed and damaged areas are revegetated.

> *22.7.4 Outdoor Advertising: Temporary activities shall comply with the standards for temporary signs set forth in Chapter 38: Signs, as applicable.*

City of South Lake Tahoe Planning staff is authorized under the MOU with TRPA to approve temporary signage that is in compliance with TRPA Code and the City of South Lake Tahoe Sign Ordinance. Temporary commercial signage that does not exceed the maximum of 60 square feet of sign area and is no greater than 6 feet in height is allowed. Directional signage is required for parking and as determined by City staff; directional signage is not part of the allowable commercial maximum sign area.

> *22.7.5 Noise: Temporary activities shall be exempt from the noise limitations set forth in Chapter 68. Notwithstanding the foregoing, prior to approving a temporary activity which may exceed such limitations, TRPA shall provide notice and an*

opportunity to be heard TRPA may approve such temporary activities provided it finds that:

(A) The activity is not injurious or disturbing to the health, safety and general welfare of persons or property in the neighborhood, and the general welfare of the Region, and that the applicant will take reasonable steps to protect against such injury, and

(B) That the activity is in a plan area designated commercial, public service or tourist, is limited to no more than ten hours duration and is between the hours of 8:00 a.m. to 10:00 p.m., or that the activity is a race or exhibition, is limited to no more than six hours' duration and is conducted during daylight hours.

The temporary activity will generate noise because the event includes amplified music and sound. The finding is expected to be within the standards of TRPA approval for exemptions of limitations set forth in Chapter 68. Event producer is required to monitor sound levels at pre-determined points throughout the event to ensure sound management is in place. Event producers have proposed mitigation measures to position stage and sound away from nearest residents, position speakers down and in, place subwoofers on the ground, and move any snow accumulation around the perimeter of the venue to absorb and block sound from traveling. In addition, the producer is required to keep sound levels at a maximum of 95dB at the boundary of the Community Play Fields for a sustained period of no more than 10 minutes. In addition, the density of the crowd and surrounding forest will absorb significant sound. Non-compliance of above sound level guideline will result in fines and/or criminal citation. If complaints are received, the City Police Department will address the complaint however they feel is appropriate at the time. The applicant will provide sufficient notice to residents and businesses within a 600 foot radius. The promoter will insure that the amplified music and sound will end at 10 p.m. on December 29 and December 30, and by 12:30 a.m. on January 1. (Tent 3 may remain open until 1 hour past the above times [11pm night 1, 11pm night 2, and 1:30am night 3 to facilitate with egress.) The promoter will insure that the amplified music and sound is limited to no more than 10 hours duration each day.

<u>22.7.6</u> Traffic Mitigation: For a temporary activity that includes the closure of a traffic lane or intersection of a state or federal highway for more than one hour, or the closure of U.S. 50 at any point between the South Wye and Kingsbury Grade for any period of time, the applicant shall submit a traffic analysis pursuant to Subsection 65.3.4B. Other temporary activities are exempt from the requirements of Chapter 65.

The temporary activity does not include or require closure of traffic lanes on U.S. Highway 50. There will be some restrictions on Al Tahoe Boulevard regarding parking. There may also be parking restrictions as determined by City staff in the nearby neighborhoods. Vehicle parking for loading and unloading may not occur in the street, on the sidewalk, or in any areas that may impede pedestrian or vehicle traffic. Temporary lighting is required for pedestrian areas at Al Tahoe Blvd. and College entrance and Bijou Community Park. Access to the U.S. Forest Service Supervisor Office at Al Tahoe Blvd and College Way must be available to the public throughout the event.

CONDITIONS OF APPROVAL:

1. This permit is not valid without acknowledgment by the applicant, property owner, and City staff. The applicant and property owner must sign the acknowledgement, comply with conditions required prior to acknowledgment and return the permit to the City Community Services Division for City staff acknowledgement.

2. Applicant shall provide certificates of insurance naming the City of South Lake Tahoe as additionally insured and providing the endorsement page per City liability insurance requirements. Blanket event insurance will include all participating vendors.

3. Applicant shall provide a copy of facility use agreement or contract with partner agency, Lake Tahoe Community College.

4. This permit is for a temporary activity event is for the SnowGlobe Music Festival at the Community Play Fields located on Al Tahoe Boulevard and Lake Tahoe Community College located at 1 College Dr. The event will include live music, amplified sound, food, alcohol and merchandise vendors, and pryo-technics and a rail jam exhibition. The event may take place December 29, 2014 and December 30, 2014 between 3:00 pm and 10:00 pm and December 31, 2014 between 4:00 pm and 12:30 am (Tent 3 may remain open until 1 hour past the above times [11pm night 1, 11pm night 2, and 1:30am night 3 to facilitate with egress.) This is the one of four temporary activity permits that may be issued for this site in one year

5. The event shall end at times indicated. If any complaints are received by the Police Department during or after the event the City Police Department will address the complaint however they feel is appropriate at the time. This could include closure of the event. Complaints received will be taken in to consideration in the review of future temporary activity applications for this site and for this applicant.

6. Applicant is responsible for complying with the sound management guidelines as follows: Noise shall not exceed a maximum decibel limit of 95dB measured at pre-determined points over a sustained period of ten minutes. Amplified sound shall be limited to performing between the hours of 3:00pm and 10:00pm with the exception of New Year's Eve when the sound will not exceed 12:30am. Sub-woofers will be on the ground. Speakers pointed down and in arranged in a line array using vertical cabinets. Sound checks shall be limited to within one hour before the start time on each day. Fines for non-compliance are outlined in applicant contract. Tent 3 may remain open until 1 hour past the above times to facilitate with egress. Sound checks are permitted to take place on December 27th and 28th, 2014 within mutually agreed reasonable hours.

   In an effort to minimize noise complaints, the Contractor/Promoter agrees to the following noise requirements, and warrants that it bears full responsibility for compliance, during the Special Event, with noise arising at the Venue and the City's noise restrictions in relation thereto:

a. The noise, music, and/or combined sound generated in any location within the Venue, may not exceed ninety-five (95) decibels. Three (3) points of measurement will be used to gather decibel readings. Decibel readings will be taken by handheld digital decibel meter.

b. If a decibel reading indicates that this threshold has been exceeded, City shall contact or a designee as identified by Contractor/Promoter to City, and instruct him/her to lower the music or sound until it falls to ninety-five (95) decibels or less.

c. If any subsequent decibel reading, after City's initial contact with or a designee as identified by Contractor/Promoter to City, indicates that a continuing or recurring decibel reading violation exists, the Contractor/Promoter shall immediately, upon receipt of City notification of said continuing or recurring violation, lower the sound or noise emanating from the Venue until it falls to ninety-five (95) decibels or less.

7. Applicant shall be responsible for obtaining any applicable permits from the El Dorado County Environmental Health Department for the serving of food.

8. Applicant shall be responsible for obtaining a liquor license with the Alcohol Beverage Control Board and adhering to the rules and regulations set forth in the alcohol sales permit. The permit must be provided to the City of South Lake Tahoe prior to the event.

9. Applicant shall obtain a permit from the Fire Marshal for pyro-technician and other fire related entertainment. Fire Department personnel shall be on site during all fire related entertainment.

10. All event and vendor tents shall meet fire codes and safety standards compliant with NFPA as determined by the Fire Marshal.

11. Applicant / event promoter shall provide one ambulance on site at all times during the event.

12. An access corridor a minimum of 20 feet in width shall be maintained on egress and ingress routes to provide access for emergency vehicles at all times during the event.

13. Access to fire hydrants shall be unobstructed at all times during the event.

14. Event manager / promoter shall provide private security with a minimum of 30 security guards on site during event hours with additional security placed in strategic location during all hours of the day and night.

15. Snow Globe LLC shall provide a medical emergency plan that includes medical staff, warming tents and first aid stations to be approved by the South Lake Tahoe Fire and Police Departments.

16. All temporary structures shall be inspected and approved by the City of South Lake Tahoe Building Official.

17. All electrical shall be inspected and approved by the City of South Lake Tahoe Building Official.

18. Applicant shall be responsible for erecting No Smoking signs throughout the venue and posting notification on all publicity regarding the No Smoking Ordinance on City property.

19. Applicant shall be responsible for obtaining a South Lake Tahoe Business and Professions Certificate (business license) and submitting applicable license fee based on gross sales including all vendor sales to the City of South Lake Tahoe Finance Department.

20. Applicant shall be responsible for verifying all vendors display a seller's permit.

21. Directional signage may be placed on private property 12 inches by 18 inches or smaller directing participants to park in the appropriate parking areas per City Code Chapter § 25-7. All locations for off-site directional signage shall be approved by City staff.

22. Snow Globe shall provide a parking plan that identifies off-site parking areas. For all requested off-site parking lots the applicant shall obtain written permission from the property owners *prior* to the event and supply a copy to the Community Services Department/Special Events. Bijou Community Park shall be managed by SnowGlobe personnel to include parking attendants and daily waste management plan or remain closed for the duration of the event. Applicant shall provide evidence of a shuttle service provided by the applicant to provide transportation throughout the event. Provisions for ADA accessible parking shall be provided.

23. Applicant shall provide a circulation plan for crowd management that includes an exit plan.

24. The temporary activity shall not impede pedestrian or vehicle traffic at any time. Vehicle parking, loading or unloading may only occur in a designated parking stall and shall not occur within the City or Caltrans right of way, within sidewalk areas, or other publicly used areas. Sidewalk areas shall be left open for use by the general public.

25. Applicant shall be responsible for providing a snow removal manager to coordinate snow removal with City personnel throughout the venue and providing safe access to and from the event.

26. Applicant shall be responsible for providing ADA access to the facility and all venues, vendors and restrooms. All venues shall be inspected and approved by the City Building Official for ADA accessibility.

27. A Waste Management Director provided by applicant will manage garbage/recycling receptacles throughout the festival. The use of confetti is prohibited. After the event all materials associated with the event shall be removed. The applicant shall be responsible for cleaning the site and surrounding area of all trash that was generated by the event. Complete restoration of the site will be completed by January 2, 2015 provided there is no snow on the ground. If snow is present the applicant will return to the site following snow melt to complete clean up. This could be as late as six months following the event.

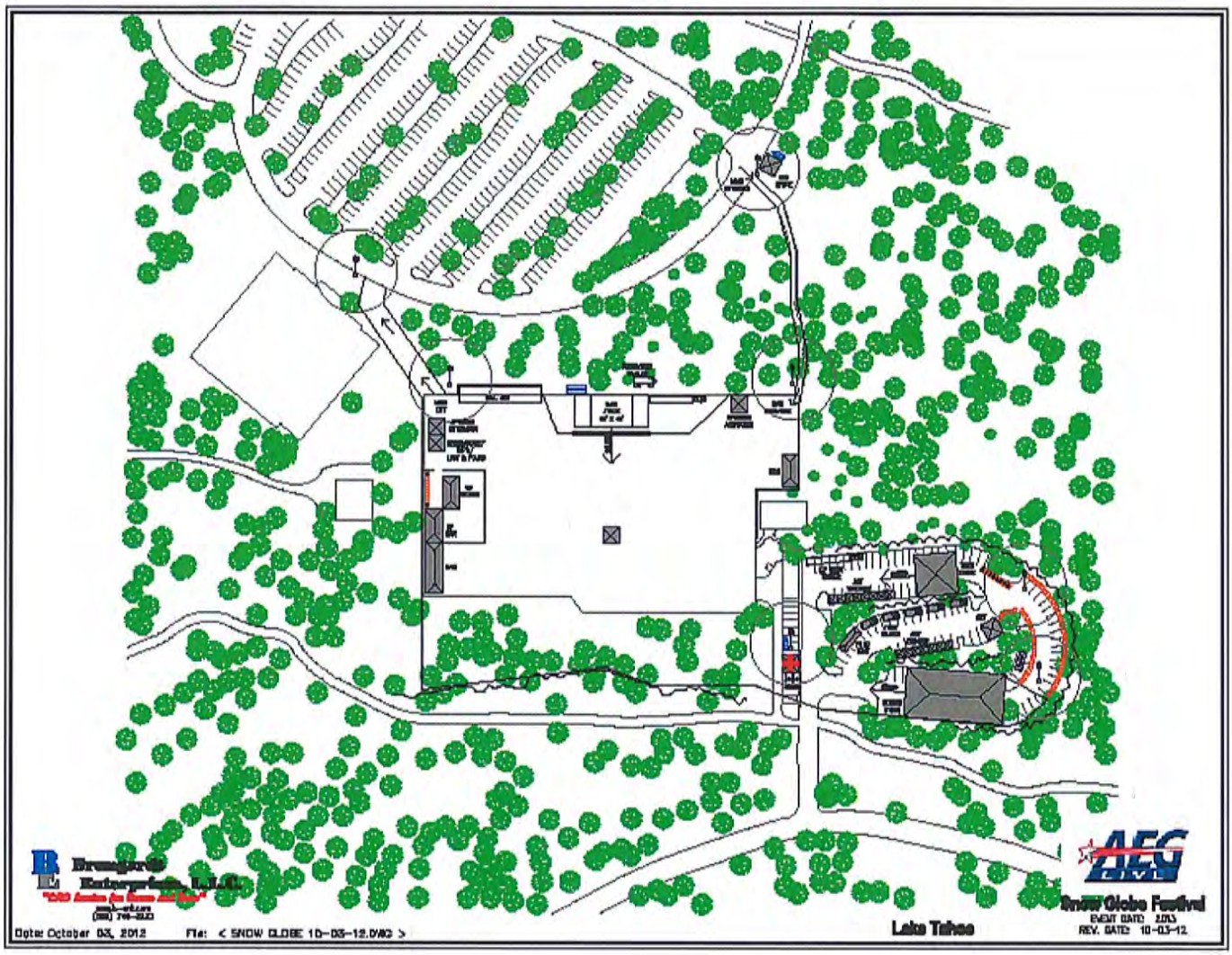
28. Applicant shall provide sufficient number of portable toilets to accommodate the expected attendance of 15,000 to 20,000 people. The portable toilets will be serviced daily during the event.

29. Applicant shall use South Tahoe Refuse Special Event Recycle Program.

30. The applicant shall be responsible for protecting the turf on the Community Play Field from burns, tears, and holes. The field must be inspected by the Parks Supervisor and the applicant prior to the event and at the end of the event. Any damage identified will be repaired by the applicant at the applicant's expense. ¾" plywood, in good condition (Parks Division will determine), will be laid over a suitable material, such as Tyvek or other material subject to approval by Parks Supervisor, to protect the field from heavy equipment during load in/load out procedures and all identified high impact areas. Applicant shall reimburse Parks Division for time and materials needed to install protective covering and removal of covering following event or provide an alternative subject to approval by Parks Division. Locations of protective surfacing must be agreed on by Parks Division and applicant after "field map" of event is finalized and prior to November 1, 2014.

31. City shall perform monitoring at the Snow Globe Music Festival on the effectiveness of the conditions of approval in this Agreement related to air quality, traffic and noise and will discuss the results and the effectiveness of the conditions, with the City of South Lake Tahoe within a reasonable amount of time after the Snow Globe Music Festival. Contractor/Promoter shall work in good faith with the City of South Lake Tahoe to address the effectiveness of the conditions in minimizing effects of the Snow Globe Music Festival on area residents.

32. Applicant shall submit a deposit in the amount of $25,000 to cover anticipated costs incurred for city services.


Lake Tahoe
Snow Globe Festival
Date: October 03, 2012
File: < SNOW GLOBE 10-03-12.DWG >

ATTACHMENT B

Anti-Lobbying Certification

Contractor/Promoter shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in according with its instruction.

By: _____

ATTACHMENT C
BILLING RATES

Equipment/outside services (professional cleaning of field)	$ 3,000.00 (estimate)
Rental Fees (Lights)	$ 25.00/hr
Field Use (8 hrs/day x 5)	$ 30.00/hr