

KERN COUNTY SHERIFF'S OFFICE

1350 Norris Road, Bakersfield, CA 93308
661.391.7500 - www.kernsheriff.org

DONNY YOUNGBLOOD
Sheriff - Coroner - Public Administrator



September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED AGREEMENT WITH WASTELAND WORLD INC. FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES AT THE 2026
WASTELAND WEEKEND EVENT
(Fiscal Impact: \$17,918 Revenue; Budgeted; Discretionary)**

The Sheriff's Office is requesting Board approval of proposed Agreement with Wasteland World Inc. for supplemental law enforcement services at the 2026 Wasteland Weekend event. The 2026 Wasteland Weekend event will be held September 30 through October 4, 2026, at the Wasteland World Inc. property located in the Aerial Acres area of eastern Kern County.

The Wasteland Weekend event has been held annually since 2010. The event was held in California City until 2017 when it was moved to the county areas in Aerial Acres outside California City's jurisdictional boundaries. The event is a music festival that includes live bands, various performers, and camping. Providing limited staff at the event maximizes the ability to maintain public safety to the attendees of the event while not detracting from normal response areas.

The County Administrative Office concurs with this request. County Counsel has approved the Agreement as to form.

Therefore, IT IS RECOMMENDED that your Board approve the proposed Agreement with Wasteland World Inc. for supplemental law enforcement services at the 2026 Wasteland Weekend Event between September 30 and October 4, 2026, and authorize the Chairman to sign.

Sincerely,

DONNY YOUNGBLOOD, Sheriff-Coroner

A blue ink signature of David Kessler, Chief Deputy Patrol Bureau.

By: David Kessler, Chief Deputy
Patrol Bureau

/tla

Attachment

cc: CAO
County Counsel
Auditor-Controller-County Clerk

AGREEMENT
FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES

(County of Kern – Wasteland World Inc.)

THIS AGREEMENT, is made and entered into on _____, by and between the COUNTY OF KERN, a political subdivision of the State of California, ("**County**"), and Wasteland World Inc., a California Corporation with its principal place of business at 1050 W Alameda Ave, Suite 319 in Burbank, California, 91506 ("**Producer**"). County and Producer are individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS:

(a) Producer intends to conduct the 2026 Wasteland Weekend event to be held on September 30th through October 4th, 2026, at the Wasteland World Inc. property located in the Arial Acres area of East Kern County (LAT/LONG North 35 05.091 – West 117 49.523); and

(b) Producer has requested supplemental law enforcement services at the Wasteland Weekend event be provided by the Kern County Sheriff's Office ("**Sheriff**") for September 30th, October 1st, 2nd, 3rd and 4th, 2026; and

(c) The Board of Supervisors of County is authorized to enter into Agreements on behalf of the Sheriff for supplemental law enforcement services with Private individuals or private entities to preserve the peace at special events or occurrences pursuant to section 53069.8 of the California Government Code; and

(d) County and Producer desire to enter into this Agreement for supplemental law enforcement services pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. **Purpose of the Contract**. The County, through the Sheriff, will provide supplemental law enforcement services over and above the baseline level of services normally provided to the subject area using only peace officers designated pursuant to Section 830.1 of the Penal Code. Assigned officers will be working on an overtime basis in uniform to preserve the peace in and about the Wasteland Weekend event.

2. **Contract Term**. This Agreement shall be deemed in force as of the date first above written and shall remain in effect through October 4th, 2026, or until fully performed by both Parties; unless sooner terminated in accordance with **Paragraph 10** hereof.

3. Services, Emergency, Cancellation and Producer's Representatives.

3.1 Services Provided. The Kern County Sheriff's Office will assign a combination of one (1) sergeant and two (2) patrol deputies (0700-1200 hours) and a combination of one (1) sergeant and two (2) deputies (1800-0100 hours) on September 30th, 2026. One (1) sergeant and two (2) deputies (1800-0200 hours) on October 1st, 2026. One (1) sergeant and two (2) deputies (1800-0200 hours) on October 2nd, 2026. And one (1) sergeant and two (2) deputies (1800-0300) on October 3rd, 2026;

The assigned staffing will be designated to keep the peace in and about the Wasteland Weekend event premises. Selection, supervision, and quality control of the officers assigned to this Wasteland Weekend event shall be the sole responsibility of the Kern County Sheriff's Office. During the course of the Wasteland Weekend event, the Sheriff's personnel on site, in their sole discretion, may increase or decrease the number or classification of personnel assigned to preserve the peace at the Wasteland Weekend event as may be deemed necessary under the existing circumstances. The Sheriff shall exercise this discretion in good faith with the goal of keeping the peace without unnecessary cost to Producer.

3.2 Emergency Situation. In the event of an emergency or other situation elsewhere in the County, the Sheriff reserves the right to assign any and all of his personnel to that emergency or other situation. Producer shall only be billed for and shall only be responsible to pay for the time actually spent by Sheriff's personnel on the assignment of keeping the peace at the Wasteland Weekend event and necessary transportation time.

3.3. Suspension/Cancellation. If at any time the on-site Sheriff's supervisor deems it necessary to suspend or cancel the Wasteland Weekend event to preserve the peace, Producer shall obey and exercise its best efforts to implement any such directive given.

3.4. Representative on Site. Producer shall have a representative on site at all times during the Wasteland Weekend event who shall be available at all such times to Sheriff's Office personnel.

4. Cost Reimbursement and Billing.

4.1 Cost Reimbursement. Producer will reimburse the Sheriff for all time actually spent by all Sheriff's personnel on the assignment of keeping the peace at the Wasteland Weekend event and necessary travel time at the hourly rates set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. These rates have been approved by the Kern County Auditor-Controller consistent with billing cities in the County the actual cost of law enforcement services.

4.2 Billing. The Kern County Sheriff's Office Financial Services Section will bill Producer with an invoice setting forth in detail the number of hours actually spent keeping the peace at the Wasteland Weekend event for each category of personnel assigned. Payment in full is due within thirty (30) days of billing.

5. Indemnification. Producer agrees to indemnify, defend and hold harmless County and County's agents, officers, employees, volunteers and authorized representatives from any and all

losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of action, of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees) which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of Producer, Producer's officers, agents, employees, subcontractors, private security providers, authorized representatives, County, County's agents, officers or employees, which relates in any manner to the Wasteland Weekend event or this Agreement. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of County, and any liability of the County for private attorney general fee awards. It is further expressly understood and agreed that the duty to indemnify shall include, but not be limited to, any internal costs for staff time, investigation costs and expenses, and fees of County Counsel, at the rate charged to non-County entities, reasonably incurred as a result of any act, omission, fault or negligence, whether active or passive, of Producer, Producer's officers, agents, employees, subcontractors, private security providers, authorized representatives, County, County's agents, officers or employees, which relates in any manner to the Wasteland Weekend event or this Agreement.

6. **Insurance.**

6.1 County's Insurance. County represents that it is self-insured and will, throughout the term of this Agreement, maintain its insurance program. All County insurances are in excess of any insurances Producer maintains or is required to maintain hereunder and shall not contribute with Producer's insurances.

6.2. Producer's Insurance. Producer, in order to protect County and its agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Producer's actions in connection with the performance of Producer's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Producer shall not perform any work under this Agreement until Producer has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Producer shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to coverage, limits and termination provisions shown thereon. The producer shall promptly deliver to ITS a certificate of insurance, and all required endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Producer shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Producer or County as an additional insured.

a. **Workers' Compensation and Employers Liability Insurance Requirement:**

- (1) In the event Producer has employees who may perform any services

pursuant to this Agreement, Producer shall submit written proof that Producer is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

(2) Producer shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Producer. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Producer shall provide and/or each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

(3) Producer shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) Producer shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(i) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, and Personal Injury (including bodily injury and death) and Property Damage for liability arising out of Producer's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Producer shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by the Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate. Alternatively, Producer shall maintain in full force and effect, at all times during the term of this Agreement its current insurance coverage of at least one million dollars (\$1,000,000) each occurrence and five million dollars (\$5,000,000) aggregate, in addition to its excess liability coverage of at least four million dollars (\$4,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

(ii) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile Liability Insurance required in this **sub-paragraph b.** shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insured's for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverage's required under this Agreement is written on a claims-made basis, Producer, at Producer's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Prior to Producer commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the County by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

d. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Producer shall be maintained until the completion of all of Producer's obligations under this Agreement, except as otherwise indicated herein. Each insurance policy supplied by the Producer must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Producer shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the

e. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current Best's Key Rating Guide publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

f. If Producer is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Producer shall provide coverage equivalent to the insurance coverage's and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Producer is equivalent to the above-required coverage's.

g. All insurance afforded by Producer pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

h. Insurance coverage's in the minimum amounts set forth herein shall not be construed to relieve Producer for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor

shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

i. Failure by Producer to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Producer. County, at its sole option, may terminate this Agreement and obtain damages from Producer resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Producer, County shall deduct from sums due to Producer any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Producer pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Producer agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Producer of its obligation to obtain and maintain the insurance coverage's required by this Agreement.

7. **Compliance with Laws and Regulations.** The Parties agree that in performing the work and services required by this Agreement, they will comply with any and all Federal, State, and Local laws, statutes, ordinances, orders, and regulations which apply to the Parties with respect to performing the work and services required by this Agreement.

8. **Agreement Interpretation.** This Agreement is the product of negotiation between the Parties and, therefore, should not be construed against any Party.

9. **Independent Entities.** Producer and County agree that nothing in this Agreement shall be construed to mean that County and Producer are in joint venture, partnership, agency, or employment relationship, or any other relationship, other than independent entities.

10. **Termination.**

10.1 **Termination Without Cause.** Either Party may terminate this Agreement without cause upon fifteen (15) days prior written notice to the other specifying the termination date. Producer shall pay County sums due hereunder through the date of termination.

10.2 **Termination for Cause.** County shall have the right to terminate this Agreement effective immediately after giving written notice to Producer in the event County determines that Producer has materially breached any of its obligations under this Agreement. If such termination occurs as a result of Producer's breach, Producer shall be liable to County for any costs expended up to the termination date in the performance of this Agreement, including staff time.

11. **Assignments.** This Agreement shall not be assigned to any other Party or any other substitute without prior written consent of all Parties.

12. **Headings.** All paragraphs or section headings are for reference only and shall not be considered in construing this Agreement.

13. **Notices.** All notices relative to this Agreement shall be given in writing and shall be sent by certified or registered mail and be affected upon depositing in the United State mail. The Party shall be addressed as follows, or at any other address designated by notice.

To County: Kern County Sheriff's Office
1350 Norris Road
Bakersfield, California 93308

To Producer: Wasteland World Inc.
1050 W Alameda Ave
Suite 319
Burbank, California, 91506

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Contractor's office, or the receptionist for the responsible County Department.

14. **Authority to Bind County.** It is understood that neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

15. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

16. **Confidentiality.** Neither Party shall, without the written consent of the other, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or otherwise required by law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

17. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into the first instance.

18. **Time of essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

19. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. **Nondiscrimination.** Neither Party, nor any officer, agent, employee, servant or subcontractor of either Party shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of both Parties. Forbearance or indulgence by either Party in any regard whatsoever shall not constitute a waiver of the covenant or condition.

22. **Sole Agreement.** This document contains the entire agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

23. **Choice of Law / Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

24. **Certification of Authorization to Sign Contract.** The person(s) signing on behalf of the County and Producer certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party, which they represent.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AS TO CONTENT:
WASTELAND WORLD INC.

COUNTY OF KERN

Signed by:
By: Jared Butler, Owner Wasteland World LLC By: _____
Jared Butler Chairman
Co-Owner / Event Director Kern County Board of Supervisors

KERN COUNTY SHERIFF'S OFFICE

APPROVED AS TO FORM

By: Donny Youngblood By: _____
Donny Youngblood Kathleen Rivera
Sheriff-Coroner Chief Deputy County Counsel

